



PREMIUM LICENCE COMMERCIAL USES with NO TERRITORIAL LIMIT

1- The managing company of the rights and obligations of the entity BIGORRINGO with tax code: ES-J95487310 and the **LICENCE HOLDER** defined below, agree upon the terms of the license (**PREMIUM LICENCE**) of certain exploitation and synchronization rights under the terms that are detailed below in the present document.

2- BIGORRINGO licences the **LICENCE HOLDER**, who accepts, certain **NON-EXCLUSIVE** exploitation rights for the purposes that are defined in section 4 of this **PREMIUM** Licence relative to the following musical composition and recording:
Price, title, author Hereinafter, reference will be made to the composition and recording jointly and inseparably as the "Music".

3- This **PREMIUM** Licence is valid upon payment by the **LICENCE HOLDER** of the price indicated ("Price") in clause 2, worldwide (the "Territory") during the period of legal protection of the Music or if possible in perpetuity (the "Period"), solely for the purposes indicated in clause 4. **THIS LICENCE IS NOT A SALE.**

4- This Licence is **PREMIUM** category and is granted for **COMMERCIAL AND ADVERTISING USES** of the Music, with exception of the **FORBIDDEN USES** defined and expanded in clause 5. For the purposes of this Licence **COMMERCIAL AND ADVERTISING USES** are all those that can reach the general public. In particular, the **LICENSEE**, with the purchase of the **PREMIUM** category licence may set and synchronize the Music an unlimited number of times in another composition or recording for its exploitation provided it adheres to the terms expressed below:

a) Synchronization of the Music in audiovisual and audio recordings destined to making a product known to the public (Advertisements, publicity spots and clips) for its public communication within the Territory, including making it available through wired and wireless procedures, by means of any modality and system for emission, transmission and broadcasting, including radio, television and communication networks such as the internet and telephony; and,

b) Synchronization of the Music in other pieces of work and multimedia or audiovisual recordings (including full-length films, TV programs) the public communication or availability of which through wired or wireless procedures is circumscribed to the Territory, by means of any modality and system for emission, transmission and broadcasting, including radio, television and communication networks such as the internet and telephony; and,

c) Synchronization of the Music in the compositions and recordings indicated in sections a and b for its direct exhibition in cinemas reaching all or part of the territory, including its setting for broadcasting in activities and/or installations open to the public regardless of whether payment of an entrance fee is requested or not to view a spectacle or enter a premises. Includes the diffusion in the context of theatre and scenic representations, fairs, exhibitions, festivals, congresses and museums, public or private collective transport; and,

d) Synchronization of the Music in other compositions, recordings and products for the reproduction, manufacture and distribution through rental, licence or sale of copies, media and the following products always containing the synchronized composition: audiovisual productions and educational, corporate (for the internal training of a company or entity) multimedia, merchandising toys and products; and,

e) setting of the Music for its broadcasting through PA systems indoors and outdoors and telephony with and without added value, that is, independently from the payment of direct or indirect considerations through sponsorship or another type of publicity agreement. It includes PA system services with and without publicity content, short messages (SMS) background music, answering machines and call waiting;

5 - All rights relative to uses and which are not specified in the above clause are reserved in favour of BIGORRINGO without exception. Without prejudice of the above the **LICENSEE** is strictly forbidden from using the composition for the following purposes ("**Forbidden Uses**"):

- Isolated exploitation of the Music (without synchronizing it in another composition or recording) by making it available by means of wired or wireless procedures such as radio, internet and mobile phone lines.
- Exploitation of the Music through its reproduction, manufacture and distribution by means of rental, licence or sale of audio media.

6- Use of the Music by the **LICENSEE** and never by third parties is an essential element of this Licence. **It is expressly forbidden** for the **LICENSEE to transfer to third parties** all or any of the rights licenced by virtue of this document, the use and enjoyment of which can only be exercised directly by the **LICENSEE**.

7- Under no circumstances shall the **LICENSEE** use the Music in a context that threatens morals or human rights.

8- The moral right and the intellectual authorship of the "Music" without economic content, is reserved to BIGORRINGO without exception.

9- BIGORRINGO will make available to the **LICENSEE** the download of a file in MPEG-1 Audio Layer 3 ("320 kbps / stereo") and WAV (16 Bits / 44.1 kHz / stereo) format containing the Music immediately when the purchase is carried out. Said file will be accessible for a period of thirty (30) days after payment of the amount stated in clause 2, and beyond this period it is subject to its commercial availability.

10- The **LICENSEE** will pay BIGORRINGO the "Price" indicated in section 2, and which will be in application of the fiscal law in force as consideration once the price of the Licence has been decided. Said "Price" constitutes the payment FREE FROM AUTHOR'S RIGHTS for all licenced uses without the possibility of requesting third parties to pay for said uses. In the event of nonpayment after thirty (30) days after the online purchase process, the Licence shall be automatically terminated without the need to offer prior notice to the **LICENSEE**.

11- In the event of early termination of this Licence due to non-fulfillment by the **LICENSEE** or due to force majeure the **LICENSEE** must immediately cease to exploit the Music and refrain from any future exploitation of it. The **LICENSEE** foregoes any indemnity or compensation except for a refund of the "Price" paid for the Licence.

12- Whenever the **LICENSEE** synchronizes the Music in a composition containing credit titles, the origin of the same must be indicated in the following manner:
"Title of the musical composition" "Music and lyrics" by Bigorringo
© BIGORRINGO www.bigorringo.com

13- Without prejudice of the causes described in law, BIGORRINGO may terminate this Licence before expiry of the Period due to non-fulfillment by the **LICENSEE** or a cause of force majeure such as the early resolution of the rights of BIGORRINGO in relation to the Music. In such cases, BIGORRINGO shall notify the early termination in writing via e-mail to the **LICENSEE**, who must refrain from exploiting the Music in any manner after receipt of the notification. In the event of early termination, the **LICENSEE** foregoes any indemnity or compensation except for a refund of the "Price" paid for the Licence.

14- BIGORRINGO and its successors and assignees are authorised for the conservation, treatment and transfer to third parties, worldwide and in perpetuity, of the personal data of the **LICENSEE** or of its recruited staff made known to BIGORRINGO through this Licence and the procedures related to the fulfillment of its terms or the corporate purpose of BIGORRINGO.

15- This agreement shall be interpreted in compliance with Spanish commercial legislation with exclusion of the regulations governing conflicts of private international law. Both parties adhere to the jurisdiction and competence of the Courts and Tribunals of the city of Bilbao, expressly renouncing any other privilege that may correspond to them.

Contact:

Tlfn: (+0034) 944 734141

info@bigorringo.com

