

## INDIVIDUAL END USER LICENSE AGREEMENT

This Individual End-User Licensing Agreement ("AGREEMENT") is entered into between DYNAMIC INTERFERENCE ("Dynamic Interference," "WE," "US," or "OUR") and YOU ("YOU" or "USER") as an individual or single-user entity. This is a binding legal contract that pertains to Dynamic Interference's Audio Content and Sounds, here specifically distributed as "DynIntGF1 Galapagos Souvenirs," that YOU have licensed to use.

BY USING THE DYNAMIC INTERFERENCE WEBSITE AND LICENSING, COPYING OR OTHERWISE UTILIZING ANY OF DYNAMIC INTERFERENCE'S AUDIO CONTENT, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS OF THE AGREEMENT.

**1. Audio Content.** This AGREEMENT pertains to Audio Content in the collection entitled "DynIntGF1 Galapagos Souvenirs" that includes, but is not limited to, the following:

- (a) sound effects and sound elements,
- (b) sound recordings embodying sound effects and/or sound elements, and
- (c) any printed, online or downloadable documentation, database information or other electronic documentation.

**2. Copyright and Trademark Protection.** The right to distribute and license the Audio Content is owned exclusively by Dynamic Interference. Copyright laws, trademark laws, other intellectual property laws, and international treaties protect Dynamic Interference's Audio Content and OUR brand. Dynamic Interference enforces and protects its copyrights, trademarks, and other intellectual property by all necessary means, including legal action.

**3. License for Individual Use.** Dynamic Interference's Audio Content is licensed to YOU, not sold to YOU. This AGREEMENT is a non-exclusive license and is granted specifically for individual or single-user entity use only. All rights not expressly granted to YOU hereunder are reserved by Dynamic Interference, except to the extent necessary to effectuate the specific uses contemplated and contracted for with Dynamic Interference under this AGREEMENT.

**4. Payment to Dynamic Interference.** The license rights granted herein are validated by proof of payment of the associated licensing fees to Dynamic Interference. Fees must be paid in advance of use Audio Content.

**5. Duration.** The term of the rights granted in this AGREEMENT is in perpetuity, so long as the USER's use of the Audio Content conforms to the terms of this AGREEMENT.

**6. Nontransferable.** Except as incorporated in a Production under the terms of this AGREEMENT, YOU may not in whole or in part sell, assign, convey, or transfer YOUR license rights in the Audio Content ([DynIntGF1 Galapagos Souvenirs](#)) to any other party without OUR express written consent.

**7. Multiple Users Prohibited.** Under this AGREEMENT, multiple users are prohibited. Any use of the sound effects, sound elements and sound recordings included in this AGREEMENT by multiple individuals (two [2] persons or more) or multiple person (two [2] persons or more) entities in the same location and/or different locations, without first receiving proper consent and license by virtue of obtaining the necessary Multi-User End License issued by Dynamic Interference, is a breach of this AGREEMENT and is strictly prohibited. For information on obtaining a Multi-User End License, contact US at [licensing@dynamicinterference.com](mailto:licensing@dynamicinterference.com).

**8. Use of Sounds.** All sound effects, sound elements and sound recordings available from Dynamic Interference (“Sounds”) are licensed, not sold, to YOU by Dynamic Interference. Dynamic Interference is the sole owner of the right to license and distribute the Sounds. The license payment YOU make to access the Sounds gives YOU, as an individual or single (1 person) user entity, the limited, non-exclusive worldwide right to incorporate these Sounds in any audiovisual production (“Production”), such as a film or video, television broadcast, radio broadcast, advertisement, website, video game, software, ring tone, podcasts, live event, or other media production, without paying additional royalties, license fees, or other fees to Dynamic Interference or third parties. YOU may excerpt portions of the Sounds and edit and/or loop each such portion to extend its usefulness for creative, technical, or timing purposes, subject to the terms, conditions, and limitations set forth herein. Beyond use of the Audio Content in a Production, YOU shall not create derivative works of the Audio Content, including but not limited to, YOU shall not modify, enhance, or create variances of the licensed Audio Content. (See 17 U.S.C. §101; 17 U.S.C. §106(2); 35 U.S.C. §271(a).)

**9. Dynamic Interference Audio Content Ownership.** Dynamic Interference owns the exclusive right to license and distribute the Audio Content. Dynamic Interference reserves the exclusive right to create derivative works. This license is not a sale of the original licensed Dynamic Interference Audio Content or any of the underlying material. As a licensee, YOU own only the tangible object (e.g. CD or hard drive) on which Dynamic Interference's Audio Content is fixed by YOU. Dynamic Interference retains full and complete title to the Dynamic Interference's Audio Content and all subsequent copies of the Dynamic Interference Audio Content, regardless of the media or form on, or in which, the original copies may exist. As such, YOU are strictly prohibited from distributing, selling, renting, leasing, sub-licensing, assigning, or otherwise transferring any of the Sounds, except as incorporated in a Production and granted herein. YOU shall not distribute the Sounds independent of a Production, or with any directions or instructions as to how the Sounds may be extracted from a Production, or with any invitation, suggestion or authorization that the Sounds may be extracted from a Production. YOU shall not alter or delete any metadata, watermark or other ordinarily imperceptible identifier embedded within the Sounds.

**10. No User Distribution of Audio Content.** Except as incorporated in a Production, YOU may not distribute the Audio Content, either in native format or reformatted, filtered, re-synthesized or otherwise edited, for use as sounds, multi-sounds, samples, multi-samples, programs or patches in a sampler, sample playback unit, website, software application, compact disc, DVD, mobile device, computer, computer server or equivalent. The Sounds cannot be used as source playback from ROM or chip sets or embedded in any chip set. Copyright laws and international treaties protect Dynamic Interference's Audio Content (including, but not limited to, any and all sound effects, sound elements, and sound recordings, any images, photographs, animation, video, audio, text, and applets incorporated into the Dynamic Interference's Audio Content). Any copies of the Dynamic Interference Audio Content are owned by Dynamic Interference. YOU must treat the Dynamic Interference's Audio Content like any other copyrighted material and are solely responsible for ensuring compliance with all terms and conditions outlined in the AGREEMENT.

**11. Accuracy of User Information.** YOU agree that all information that YOU provide to Dynamic Interference at any and all times, is accurate, complete, and not misleading in any material respect. This accuracy of information specifically includes correct billing information, valid credit card information, and the authority to use YOUR chosen payment method.

**12. Safekeeping of Access.** YOU will not disclose access codes or passwords used in accessing any area of the Dynamic Interference website to any other party and will maintain such codes or words as confidential. YOU will exercise due diligence and maintain strict safeguards on all Sounds received by YOU from Dynamic Interference to prevent unauthorized use or distribution thereof.

**13. Duty to Report.** If YOU become aware of any unauthorized use or distribution of the Sounds, YOU shall immediately notify Dynamic Interference via email at [licensing@dynamicinterference.com](mailto:licensing@dynamicinterference.com).

**14. Indemnification.** YOU agree to indemnify, defend, and hold harmless Dynamic Interference its affiliates, successors, assigns, officers, employees, agents, directors, shareholders, attorneys, contractors, licensors and licensees, from any loss, liability, claim, demand or expense, including attorney and expert fees, to any third party related to/or arising from: (i) any breach by YOU of this AGREEMENT or (ii) YOUR misuse of the Audio Content. WE reserve the right, at OUR own expense, to participate in the defense of any matter otherwise subject to indemnification from YOU, but shall have no obligation to do so, and WE are permitted by this AGREEMENT to later seek indemnification from YOU. YOU shall not settle any such claim or liability without the prior written consent of Dynamic Interference. YOU understand that WE will take any and all measures to protect ourselves from any legal or civil litigation.

**15. Injunctive Relief.** YOU acknowledge that Dynamic Interference has a proprietary interest in the Sounds and that any use by YOU that circumvents the purpose and

intention of this AGREEMENT, including but not limited to selling, renting, or otherwise distributing the Sounds independently of a Production would cause irreparable injury to Dynamic Interference in way that could not be adequately compensated by damages. YOU agree that, in the event of such improper use, Dynamic Interference shall be entitled to an immediate injunction or other equitable relief without the requirement of posting a bond (to the fullest extent permissible by law). Additionally, USER's sole remedy for breach of any provision of the AGREEMENT shall be an action at law for monetary damages, and in no event shall any User be entitled to any injunctive or other equitable relief.

**16. Disclaimer of Warranties.** Dynamic Interference expressly disclaims all warranties of conditions of any kind, express or implied, including without limitation, the implied warranty of title, non-infringement, merchantability and fitness for a particular purpose. The Audio Content is provided "as is." WE do not warrant that the Audio Content is free of error, virus, or any other defect. To the extent that applicable laws prohibit disclaiming any implied warranty, such implied warranty shall be limited in duration to thirty (30) days from purchase of the license rights or shall be the minimum number of days allowed by law, whichever is less in duration.

**17. Limitation of Liability.** In no event shall WE be liable to YOU or any other person or entity for any indirect, consequential, exemplary, incidental, special, or punitive damages, including but not limited to, lost profits arising out of any issues related to the Audio Content even if WE have been advised of the possibility of such damages. YOU agree that Dynamic Interference cumulative liability with respect to any claims made in relation to or arising out of this AGREEMENT on any theory or basis shall not exceed the dollar amount of the license fee paid by YOU for the use of the Audio Content.

**18. Choice of Laws and Jurisdiction.** This AGREEMENT and all matters arising out of it shall be governed by and construed in accordance with the laws of the State of California without regard to its conflicts of law provisions. YOU agree that the exclusive jurisdiction for any action relating to this AGREEMENT will be in the federal or state courts with jurisdiction encompassing Berkeley, California. YOU hereby consent to such jurisdiction. Furthermore, if Dynamic Interference changes its state of primary residence or transfers exclusive licensing rights to a different business entity in a different jurisdiction, YOU agree that after 30 days notice to YOU that YOU shall accept modification of this Paragraph 18 to reflect the modified state of residence for the person or entity that owns the exclusive rights as the exclusive jurisdiction and choice of law for all matters arising out of this AGREEMENT. If this transfer of jurisdiction is not allowed under applicable rules and laws, then the jurisdiction shall remain that encompassing Berkeley, California.

**19. Attorneys' Fees.** In any action of any kind relating to this AGREEMENT, the prevailing Party shall be entitled to collect reasonable attorneys' fees and costs from the non-prevailing Party in addition to any other recovery to which the prevailing Party is entitled.

**20. Class Action Waiver.** In any dispute, not the USER, not any User, no third party, no entity, and no other person shall be entitled to join actions, consolidate actions, or arbitrate as a representative of a class any claims against Dynamic Interference, its Agents, Affiliates, Employees, or Officers. USER acknowledges that they are giving up the right to participate in a class action or representative action with respect to any such claim.

**21. Notice.** YOU agree that any notice, agreements, disclosures or other communications that WE send to YOU electronically will satisfy any legal communication requirements, including but not limited to, any requirements that such communications be in writing. YOU consent to receiving electronic communications, e.g., email, from US or OUR subsidiaries and affiliated entities. Any communication that YOU send to US shall be sent to:

Dynamic Interference  
Licensing Department  
[licensing@dynamicinterference.com](mailto:licensing@dynamicinterference.com)

**22. Waiver.** Failure to enforce any provision of the AGREEMENT shall not constitute a waiver of any term hereof. No waiver of a breach of any provision of this AGREEMENT shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless granted in writing and signed by an authorized representative of the waiving party.

**23. Breach of Agreement by User.** If USER violates a provision of this AGREEMENT, then WE shall have the right to terminate the USER's license without providing a refund of the USER's license fee.

**24. Construction.** The headings used herein are for convenience only and shall not be deemed to define, limit or construe the contents of any provision of this AGREEMENT. The meanings given to terms defined herein will be equally applicable to both the singular and plural forms of such terms. Whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms.

**25. Entire Agreement.** This AGREEMENT contains the entire agreement between Dynamic Interference and YOU with respect to the Audio Content. This AGREEMENT may not be modified except by a writing executed by all Parties.

**26. Severability.** If any provision of this AGREEMENT is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as herein expressed.

**27. Force Majeure.** Neither YOU nor WE shall be held responsible for any delay or failure in performance hereunder caused by acts of God (or natural disasters), terrorism,

strikes, embargoes, fires, war, or other causes beyond the affected party's reasonable control.

By clicking/signing here YOU acknowledge that YOU have read this AGREEMENT, are legally capable of agreeing to it and being bound by it, have had the opportunity to consult legal counsel, understand the terms and consequences of this AGREEMENT, and are fully aware of the legal and binding effect of this AGREEMENT.