ALMA LIBRE STUDIOS

Premium License Agreement

Product licensed: [Track title provided at purchase]

Track SKU / License ID: [Assigned to the purchased track]

License tier: Premium (Non-Exclusive)

Composer: Frank Perez

Premium License Coverage

The following schedule defines permitted uses for this license tier. Each use must comply with the terms below. No fixed production-budget limit applies; rights outside this schedule require separate written authorization or the appropriate license tier.

Production Type	What does it cover?
Films	Films, including theatrical releases, without a fixed production-budget limit.
Online Projects	Websites, podcasts and webisodes.
Radio	Local and national talk shows, news and radio commercials.
Social Media	Social-media productions and online advertising.
Games and Apps	Independent, publisher-backed and large-scale commercial games and interactive apps, including AAA releases; unlimited units, downloads and revenue.
Television	Local and national television series, news, entertainment and talk shows.
Documentaries	Short and feature-length documentaries, without a fixed production-budget limit.

1. Parties, Music and Acceptance

This License Agreement (the “Agreement”) is between Almalibre Studios LLC, a Connecticut limited liability company (the “Licensor”) and the purchaser identified by the applicable purchase record (the “Licensee”). “Music” means the identified sound recording and its underlying musical composition. “Production” means an audiovisual, interactive, broadcast, podcast, or other finished project in which the Music is synchronized or incorporated as part of a larger work. The applicable purchase confirmation, track identifier and license tier form part of the transaction record. By purchasing or downloading the Music, Licensee accepts this Agreement.

2. License Grant

Subject to payment and compliance with this Agreement, Licensor grants Licensee a non-exclusive, worldwide, perpetual license to incorporate and synchronize the Music into an unlimited number of separate Productions, provided each Production falls within the permitted coverage of the purchased license tier. Licensee may reproduce the Music as

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reasonably necessary for those Productions and distribute, exhibit, stream, broadcast and publicly perform the completed Productions within the permitted coverage. No additional license fee or renewal is required for later qualifying Productions. A Production exceeding the purchased tier requires an appropriate upgraded license or separate written authorization before that use. This is a license, not a sale or transfer of copyright; no rights are granted beyond those expressly stated. Upgrading expands permitted uses under the upgraded terms without cancelling rights already validly granted under the earlier license.

3. Production and Client Use

Licensee may create an unlimited number of qualifying completed Productions for itself or its direct clients. Licensee may deliver a completed Production to a client and authorize exploitation of that finished Production within this Agreement, but may not transfer the Music as a standalone asset or grant independent reuse rights. A client creating a new, separate Production must obtain its own appropriate license unless that Production is created by Licensee under this Agreement. Licensee remains responsible for uses it authorizes.

3A. Video Games and Interactive Applications

The Premium License permits the Music in an unlimited number of independently developed, publisher-backed and large-scale commercial video games and interactive applications, including AAA releases. No restrictions apply to production budget, sales revenue, units sold, downloads or distribution platforms. The Music must remain incorporated in the game or application and may not be sold, distributed or exploited as a standalone audio asset or soundtrack album without separate written authorization.

4. Restrictions

Licensee must not: (a) resell, share, sublicense, redistribute, or make the Music available in standalone form, including as stock music, sample packs, templates, downloadable assets, or a competing catalog; (b) claim ownership or authorship of the Music; (c) register the Music or any substantially unaltered recording with a Content ID, fingerprinting, rights-management, or automated claiming system in a way that could assert claims against Licensor or other lawful users; (d) use the Music to train, fine-tune, or build generative audio or machine-learning models without separate written permission; (e) permit extraction of the Music as a standalone file from a Production; or (f) use the Music outside the purchased tier. Ordinary mixing, editing, timing, fades, narration and synchronization are permitted for an authorized Production, but do not create ownership rights. For clarity, the license does not authorize inclusion of the Music in a soundtrack album, music-only release, or separate audio product without Licensor’s written authorization.

5. Rights Retained; Third-Party Obligations

Licensor retains all ownership and control of the Music, including the master and underlying composition, subject to rights held by any relevant third parties. “Royalty-free” means no recurring synchronization or master-use fee is payable to Licensor for uses authorized by this Agreement after payment of the license fee. It does not waive any applicable public-performance royalties, broadcaster or platform fees, union payments, or other third-party obligations. Licensee is responsible for obtaining any additional rights needed for materials it combines with the Music.

6. Credit

Where commercially practical, Licensee should credit the Music as: “Music by Frank Perez.” Omission of credit alone does not automatically terminate an otherwise compliant license, but Licensee must correct a reasonable written request where feasible.

7. Representations and Warranties

Licensor represents that it owns or controls the rights necessary to grant the license described here and has authority to enter this Agreement. Licensee represents that it will use the Music only as authorized, comply with applicable laws, and obtain permission for any other material included in a Production. Except for express warranties in this section, the Music is provided “as is” to the extent permitted by applicable law.

8. Indemnification

Each party will defend and indemnify the other against third-party claims, damages and reasonable expenses to the extent arising from its material breach of the representations, warranties or obligations in this Agreement, subject to prompt

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written notice, reasonable cooperation and the indemnifying party's control of the defense (with no settlement imposing obligations on the other party without consent). Neither party is responsible under this clause for claims caused by the other party's unauthorized modifications or uses.

9. Liability

To the extent permitted by applicable law, neither party is liable for indirect, consequential, special, incidental or punitive damages, or lost profits, arising from this Agreement. Except for payment obligations, intentional misconduct, infringement or misuse of intellectual property, and indemnification obligations, each party's aggregate liability under this Agreement is limited to the amount paid for the applicable license. Mandatory legal rights are unaffected.

10. Termination and Existing Productions

A party may terminate this Agreement for a material breach that remains uncured thirty (30) days after written notice describing the breach. On termination, Licensee must stop making new Productions or new uses of the Music. Completed Productions lawfully created and distributed before termination may remain in circulation, except to the extent continued use itself infringes rights or violates applicable law. Termination does not affect accrued rights, remedies, or obligations intended to survive. A later change in a qualifying project's sales, downloads or audience size alone does not trigger an upgrade or terminate an otherwise valid license.

11. General Terms

This Agreement, the applicable coverage schedule, and the corresponding purchase record constitute the agreement for the identified Music and license tier. Amendments must be agreed in writing; changes to website terms do not retroactively reduce rights already granted under a completed purchase. If any provision is unenforceable, the remainder continues in effect. Failure to enforce a provision is not a waiver. Notices may be sent to info@almalibrestudios.com and to the Licensee contact information provided at purchase.

12. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, United States of America, without regard to conflict-of-law principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought before a court of competent jurisdiction located in Connecticut, and the parties consent to the jurisdiction of such courts, except where applicable law requires otherwise. Nothing in this provision limits rights or protections that cannot lawfully be waived under applicable consumer-protection laws.

Thank you for your purchase,

Frank Perez
Multimedia Producer
Almalibrestudios.com

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