

TranceLand[™] Productions PushPlay[™] Music Licensing

The PushPlay™ Music Licensing is designed, created & ideal for use by professional counselors, hypnotherapists, helping & healing professionals & their clients, trainers & public speakers. Our music is great for self-hypnosis, meditation, yoga, massage applications & energy work. It is intentionally designed to relax & soothe the individual, or group, with waveforms of a deeply comforting & releasing nature. Your package includes a PushPlay™ Music Licensing Agreement (next page) giving you, the individual purchaser, specific rights to use the music in LivePlay events such as seminars & trainings, or at conferences & conventions & for play in sessions or meetings.

The terms of the license do require that credit is given as follows (To be included on websites also):

Copyright creditAlbum Title:Song Title(s):TranceLand™ Productions/Elvis Lester – 2008-2009Music © 2008-2009 Hosongs Music Publishing Co./H. Helm ASCAPAll Rights Reserved. Used by Permission.www.tranceland.com

Use TranceLand[™] Productions HypnoSonics[™] Music for:

Background music for "Live" sessions for clients (non-recorded or recorded for clients but not resold is authorized); "Live" events such as trainings, seminars, conferences, conventions, meetings, etc.; Guided Imagery, meditation, energy work, relaxation training, hypnosis sessions, self-hypnosis, etc.

If you have any questions about appropriate use, feel free to contact Elvis Lester at <u>Elvis@tranceland.com</u> or call 813-752-8400.

<u>NOTE</u>: The PushPlay[™] Music License agreement does not allow for music "re-sale of music". For re-sale licensing of music for use on your products such as audios or videos, multi-media or on use of "recorded projects" a separate Licensing Agreement is required.

For more information on our "Non-Exclusive Music Licensing Agreement" allowing for use of music on projects to be "re-sold", contact us at <u>licensingmusic@tranceland.com</u> with any questions.

1-877-MindFirst or 813-752-8400

Email: licensingmusic@tranceland.com



Taking Care of Trance in a Flash!

PushPlay[™] Music License Agreement

Please read this agreement before accepting or using the music you've purchased. The music you've purchased is licensed in accordance with the following terms & conditions.

YOU MAY

Use music for intended legal purposes without additional charges or royalty payments as indicated on the previous page. Additional licensing is required for "recording projects".

Use the music for voice-over in intervals of 30 seconds or less.

For editing of music pieces we request you contact us direct to assist in tailoring to fit your needs. (In certain cases, you may, however, be permitted to make small edits to the music.)

YOU MAY NOT

Re-record or change the music in any way without the written consent of the owners. Transfer, share or sub-lease this license agreement with any other party.

Sell music contained herein to any individual or party unless you have a Reseller Agreement.

For more info on Reseller Agreements contact reseller@tranceland.com .

Claim ownership or authorship of the music represented under this agreement.

If authorship is stated in your preferences, titles, credits, cue sheets or elsewhere, it must be credited as follows:

Album Title:Song Title(s):TranceLand™ Productions/Elvis Lester – 2008-2009Music © 2008-2009 Hosongs Music Publishing Co./H. Helm ASCAPAll Rights Reserved. Used by Permission.www.tranceland.com

This is a legal agreement between you, the end user, & TranceLand[™] Productions.

TERMS of USE

This License agreement is effective for the lifetime of the copyright (50 years +) for the length of this agreement. This license is non-transferable to any other party. Licensor grants to Licensee the non-exclusive right, privilege and license to use the Property in pre-specified and agreed upon uses as noted above. Licensor, however, retains the right to review any and all use of his Property by Licensee. Licensor may, upon ten days written notice, cancel this agreement if, in Licensor's opinion, Licensee's use of Property unfairly exploits Licensor's interest in the Property.

NOTE: Property may not be used in any fashion for re-sale or in any illegal, misleading, defamatory, scandalous or otherwise unlawful productions or applications and may not be used in or in conjunction with any pornographic productions. Use of this type will void the Licensing Agreement and subject the user to possible legal actions.

Licensee indemnifies and shall hold harmless, Licensor and all of its officers, directors, employees and agents ("Those Indemnified") for any and all claims, losses, damages, liabilities, costs or expenses arising from Licensee's use of Licensor's Property. This includes reasonable attorneys' fees, incurred directly or indirectly by those Indemnified in connection with the use of the Property for any unlawful, unauthorized or prohibited purpose.

LIMITED WARRANTY

TranceLand[™] *Productions* warrants this product to be free from defects in materials & workmanship under normal use for a period of one (1) year. We will replace the product to the original owner if returned due to manufacturer's defect. *TranceLand*[™] *Productions* cannot guarantee that the product will meet your specific requirements.

GENERAL

You acknowledge by using this music that you've read this agreement, understand & agree to its terms/conditions. Noncompliance with terms of this agreement or failure to pay relevant invoices for music on time will render licensing agreement void.