### Meshbox Music Indie License

This license is between you and Proactive International, LLC (Meshbox Music is a division of Proactive International, LLC) and effective on any accepted payment by Meshbox Music or authorized reseller.

The Meshbox Music Indie License includes rights to use the Indie version of a Meshbox Music product (herein referred to as Product) in your Work. This Product is one ore more mp3 music files in 192kps format. You license the Product; you do not own it.

Your "Work" refers to your production that includes a composite of two or more forms of media from which the original Indie version cannot be extracted in its original quality and format. An audio only form of Work must include a voice over of no less than 30% of the length of Product.

An "Indie" version refers to one or more tracks in mp3 file format recorded in a 192kps format.

"You" or "Licensee" refers to a single entity, either and individual or single corporate entity. A license may not be held jointly between multiple entities.

If you license this Product under an Academic license, you may not incorporate the Product into a for-profit Work. Unless otherwise indicated as an Academic license, the Indie License allows incorporation into a for-profit Work.

The rights granted include:

Mechanical rights. The right to re-record, duplicate and release the music as part of your Work in whatever medium you choose (i.e. video tape, film, CD ROM, DVD).

Synchronization rights. The right to use the music as a soundtrack "synced" with visual images as part of your Work).

Public Performance rights. The right to use the music as part of the public viewing or broadcast of your Work (including but not limited to TV shows, videos, dvds, web sites, podcasts, multimedia presentations, and films) so long as you indemnify and hold Meshbox Music and its parent company Proactive International harmless against any action.

You may transfer the Product to any medium necessary for storage purposes, so long as the Product is not accessible to non-licensees.

# LIMITATIONS

The Product may not be resold as part of other music or audiorelated collections, in part or in whole. They may not be used or resold except as part of a Work that is expressly unique and distinct from the Product itself. The Product may not be copied or duplicated except for use in your Works; you may not transfer, sublicense, lease, sub-lease, trade, exploit or rent the Product.

### Meshbox Music Indie License

Reselling the Product is allowed only by written permission of Proactive International. This product is provided as is with no other warranty included or implied; your sole recourse in any action is refund through the entity through which you purchased the License.

You must provide a copyright notice crediting Meshbox Music in your Work that incorporates the Product. Such copyright notice appears as (c) 2006. Portions Proactive International.

#### TERM

The term of this Agreement is the lifetime of the licensee or until this License is otherwise terminated. Termination occurs automatically on any violation of its provisions. Proactive International retains the sole authority and right to determine if a violation has occurred. If your rights are terminated, you agree to withdraw from circulation any Work that incorporates the Product.

### TERRITORY

The territory for this license is anywhere in the world not under commercial embargo by the United States. The legal venue for any dispute is the federal courts located in the state of Oregon.

## LICENSING INQUIRIES

Address any licensing questions or requests for higher fidelity formats of Meshbox Music products to:

Proactive International, LLC 6107 SW Murray Blvd #151 Beaverton, OR 97008

PST 9 AM - 5 PM Monday-Friday. http://www.meshbox.com