

NON-EXCLUSIVE LICENSE TERMS AND CONDITIONS
OF USE OF ORCHESTRAL RECORDINGS / ORCHESTRAL BACKING TRACKS

1 - Object of the Regulation

This document (hereinafter "**Regulations**") includes the terms and conditions by virtue of which the company **G7 MUSIC GROUP** with registered office in Via Gioberti 3, 20090 Trezzano sul Naviglio, Milan and with operational headquarters in Via Balzi Rossi 7/c , 18039 Ventimiglia (IM), VAT number 05393180962 e-mail info@g7music.com in the person of its legal representative *pro tempore* (hereinafter referred to as "**G7 Music**") undertakes, following payment of the amount due by the Customer, (to hereinafter referred to as "**Customer**"), to grant the latter the Recordings of the "Orchestral Backing Tracks" owned by G7 Music (hereinafter referred to as "**Recordings**") under a non-exclusive "License" , so that he can dispose of them for the uses and purposes granted with this agreement, accepting the Regulations.

It is in fact known to the parties that G7 Music is a world leading company in the creation of orchestral backing tracks with particular regard to the operatic repertoire, in multiple analogue and digital formats.

The aforementioned Recordings are an integral part of the "Cantolopera" and "Soloist in Concert" catalogue, consisting of both the "Orchestral Backing Tracks" versions and the same "Sung" or "Instrumental" versions. In this regard, it is specified that "Orchestral Backing Tracks", pursuant to the Regulations, must be understood as the instrumental version of the Recordings, separated from the vocal interpretations of one or more of the original performers.

The rights of these "Orchestral Backing Tracks" and the "Sung" versions are the sole and exclusive property and ownership of G7 Music, exclusively and for all territories of the world, including related and copying rights and this also for as regards all the rights of artists, musicians, interpreters and performers.

In particular, through the portal called g7music.com and cantolopera.com, G7 Music offers users the possibility of purchasing different licenses to use the aforementioned orchestral backing tracks (hereinafter referred to as "**Licences**" and respective sung versions so that, with the acceptance of the Regulations by the Customer - to be manifested through the express affixing of the confirmation required during the purchase phase by the same - the parties intend to regulate the conditions relating to the use and exploitation of the property rights and the acquisition by of the Customer of the License to use the aforementioned Recordings on a non-exclusive basis.

Finally, it is specified that the Customer declares to know and accept that, with the approval of these Regulations and the purchase of one of the types of Licenses illustrated in the following article 2, he will be able to use only the "Orchestral Backing Tracks" of the Recordings, as the right to reproduce the reference "sung" versions (always attached to each License purchase) is not included or provided for in this Regulation, which can therefore be used exclusively for example and guide purposes and for practice purposes for exclusive "Personal" use.

2 - Licenses

With the express acceptance of the Regulations, the Customer acquires from G7 Music the non-exclusive License relating to the Recordings indicated in the receipt issued upon payment of the fee.

In particular, the Recordings may be used by the Customer - depending on the License purchased - in order to use them for "Personal" use and also to create new Versions (hereinafter referred to as "**Versions**" which incorporate the combination of their own vocal or instrumental interpretations through our Registrations, the Customer being able to opt between one of the predefined options indicated below:

“Personal” License

License duration: in perpetuity from the date of purchase – File supplied in MP3 format 320 Kbps

Rights granted:

- use of the Recordings for practice and exercise purposes, study or pleasure ONLY and EXCLUSIVELY for PERSONAL and PRIVATE use.

Any use other than Personal use can be carried out exclusively through the purchase of other types of LICENSE, the characteristics of which are illustrated below.

“Social” License (Includes “Personal” License)

License duration: 3 years from the date of purchase – File supplied in MP3 320 Kbps format

Rights granted:

- use of the Recordings for practice and exercise purposes for Personal and Private use;
- right to superimpose one's own interpretation on the Recordings in audio/visual mode and right to disseminate the new Version obtained through our Recordings through YouTube, Vimeo , Facebook, DailyMotion , Instagram and other current or future social networks available on the web , without prejudice to the fact that all forms of secondary rights due to the phonographic producer pursuant to art. 73 ff. copyright law 633/1941, including, by way of example only, copying rights, etc. which will remain the sole and exclusive property of G7 Music.

“Live” License (Includes “Personal” and “Social” License)

License duration: 3 years from the date of purchase – File supplied in MP3 320 Kbps format

Rights granted:

- use of the Recordings for practice and exercise purposes for Personal and Private use;
- right to superimpose one's own interpretation on the Recordings in audio/visual mode and right to disseminate the new Version obtained through our Recordings through YouTube, Vimeo , Facebook, DailyMotion , Instagram and other current or future social networks available on the web , without prejudice to the fact that all forms of secondary rights due to the phonographic producer pursuant to art. 73 ff. copyright law 633/1941, including, by way of example only, copying rights, etc. which will remain the sole and exclusive property of G7 Music.
- right to use the Recordings for participation in singing or casting competitions, for public performances in public or private places, concerts and live events or similar uses .

“Recording” License (Includes “Personal”, “Social” and “Live” License)

License duration: 3 years from the date of purchase – File supplied in WAV 44.1 format

Rights granted:

- use of the Recordings for practice and exercise purposes for Personal and Private use;
- right to superimpose one's own interpretation on the Recordings in audio/visual mode and right to disseminate the new Version obtained through our Recordings through YouTube, Vimeo , Facebook, DailyMotion , Instagram and other current or future social networks available on the web , without prejudice to the fact that all forms of secondary rights due to the phonographic producer pursuant to

art. 73 ff. copyright law 633/1941, including, by way of example only, copying rights, etc. which will remain the sole and exclusive property of G7 Music.

- right to use the Recordings for participation in singing or casting competitions, for public performances in public or private places, concerts and live events or similar uses.

- right to superimpose your own interpretation on the Recordings in audio/visual mode and right to disseminate the new Version obtained through our Recordings to produce, distribute, promote and market durable products (e.g. CDs, DVDs, LPs etc.) currently in existence or invented in the future in physical form and/or through digital stores.

Synchronization uses for films, uses via radio and television, uses within talent shows, uses for advertising purposes, etc. are expressly excluded from any type of License and must be considered reserved to G7 Music alone. ., which may be requested from info@g7music.com and obtained under separate conditions specifically negotiated with G7 Music.

By accepting the terms and conditions set out in the Regulations, the Customer declares to undertake to pay G7 Music the payments due as a result of the chosen Purchase License.

Upon expiry of the License period, the customer will no longer be able to market the content purchased under the License which must be removed. The customer will be able to continue to market the contents upon renewal of the License under the conditions that will be indicated on the website www.g7music.com and www.cantolopera.com on the date of renewal.

3 - Territories

The License rights granted with this Regulation are considered valid and can be exploited in all territories of the world.

4 - Costs and methods of creation of any analogue and digital phonomechanical supports

All recording costs for vocal or instrumental overlays, the costs of molding and packaging the products envisaged by the various types of License, will be the sole and exclusive responsibility of the Customer: the latter, where applicable, must also obtain any permits for phonomechanical reproduction and/or public performance, which must be requested from the individual copyright administration and collection companies.

5 - Credits to be inserted and published relating to Recordings and new Versions

In the case of use and/or publication of the Recordings and related new Versions on:

- a. "Social" License – b. "Live" License – c. "Recording" License;

the Customer undertakes to publish directly or have third parties publish any of the following credits:

- Title of the musical piece accompanied by Author and Composer
- Orchestra and Choir of Compagnia d'Opera Italiana - Conductor Antonello Gotta
- Licensed by G7 Music Group - Milan - Italy

6 - Assignment of License rights on a non-exclusive basis

Without prejudice to the rights acquired by the Customer through the option chosen with the Regulation and within the limits of use provided therein, the License in question must be considered granted to the Customer on a non-exclusive basis, on a strictly personal basis, not transferable to third parties and also limited to rights expressly licensed.

7 - Methods of use of the Recordings

The Customer may not use the Recordings in any way in ways other than those indicated in the Regulations and granted in accordance with the License purchased.

In particular, during the exploitation of the Recordings and any use of the same in accordance with the purchased License, the Customer undertakes not to carry out activities or create products and contents that in any way could:

- infringe copyright and copying rights e related, copyright , industrial property rights, patent rights, trademarks and any other intellectual property rights claimed by G7 Music and/or any other third party other than the Customer;
- contain information that is voluntarily incorrect, altered, offensive, defamatory, harassing, libelous, threatening, confidential or of a sensitive nature or that in any case results in violation of privacy regulations;
- put at risk the integrity of data and information and the security of any network, software, hardware and IT, electrical, electronic or telecommunications equipment;
- constitute an illicit act and in general an abuse of the rights of others, a threat or risk of physical, moral or psychological damage to any third party;
- in general be in conflict with any national and international law, directive, regulation or regulation.

The Customer therefore undertakes, as of now, to relieve G7 Music from any related liability, relieving G7 Music from any claim for alleged illicit acts or violations of third party rights in relation to the material, products and any content made available by the same to following the use of the Recordings by the Customer himself, with the simultaneous obligation to compensate the Company for any and all damage suffered by the Company in this regard, including the legal costs necessary for the protection of his rights.

In any case, G7 Music hereby reserves the right to monitor the use of the Recordings as carried out by the Customer in order to check compliance by the latter with the limitations and specifications set out in the optioned package chosen by the Customer same.

8 - Property rights of G7 Music

The portal called "g7music.com", the visual interface, the graphics, the project, the information, the source code, the services, the software, the Recordings and all the contents of the website made available to the Customer are and will remain the sole and exclusive property and ownership of G7 Music.

9 - Amendment of the Regulations

Without prejudice to the rights acquired by the Customer following the purchase of one or more of the optional License packages referred to in the previous article 2, G7 Music may at any time modify or integrate the content of the Regulations, vary the conditions of offer of the types of License and/or make any further variation or modification with respect to this version of the Regulations, without any obligation of prior notification or communication.

10 - Partial nullity of the Regulation

In the event that one or more parts of the Regulation should for any reason be contrary to the law, only the null conditions and clauses must be considered ineffective, but not the remaining parts of the Regulation, which will therefore continue to produce its effects between parts.

11 - Processing of the Customer's personal data pursuant to the Privacy Code (Legislative Decree 196/2003) and subsequent amendments and additions

The client declares and guarantees to be aware of the rights recognized to "personal data subjects" by Legislative Decree 30 June 2003, n. 196 (in particular by art. 13), as such data are defined therein (in particular by art. 4 of the aforementioned Legislative Decree) and of the rights exercisable pursuant to the same Legislative Decree no. 196 of 30 June 2003 (articles 7 and 8). The data controller designated by G7 Music - pursuant to article 29 Legislative Decree no. 196 of 30 June 2003 - is the legal representative *pro tempore*, who, in turn, will be able to designate and give instructions to the persons appointed under the art. 30 of Legislative Decree no. 196/2003.

12 - Governing law and exclusively competent court

The Regulation is governed by Italian law.

Any dispute that may arise between the parties in relation to the Contract will be referred to the exclusive jurisdiction of the Court of Milan.

BY SIGNING THE REGULATION, THE CUSTOMER DECLARES TO BE AWARE THAT THE SERVICES PROVIDED BY G7 MUSIC DEPENDING ON THE TYPE OF LICENSE CHOSEN, ARE SUBJECT TO THE PRIOR RECEIPT BY G7 MUSIC OF THE FEE DUE, IN THE FAILURE OF WHICH NO FEE WILL BE ALLOWED FORM OF USE OF RECORDINGS.

This Regulation was read and approved at the time of purchase

Pursuant to and for the purposes of the articles. 1341 and 1342 cc, after having clearly read it, the Customer expressly declares to give specific approval to the contents of the following clauses: type of License and rights granted (2) - methods of use of the Works (5) - amendment of the Regulations (7) - partial nullity of the Regulation (8) - privacy information pursuant to Legislative Decree 196/2003 and subsequent amendments and additions (9) - applicable law and competent court (10).

This Regulation was read and approved at the time of purchase