



ROYALTY-FREE AND RIGHTS-MANAGED MUSIC LIBRARIES

Royalty Free Music Production Music License Agreement

Definitions

- i. "Licensed Material" means the sound recordings (the "Masters") and musical compositions, including lyrics, embodied on the Masters (the "Compositions") offered for licensing by Getty Images and selected for use by Licensee (such Masters and Compositions so selected, collectively the "Licensed Material"). Any reference to the Licensed Material shall be to each part of the Licensed Material and also to the Licensed Material as a whole.
- ii. "Licensee" means the person or entity purchasing a license under this Agreement and, if specifically identified in this Agreement, also means the person or entity on whose behalf the license is purchased.
- iii. "Media" means any and all media, now known or hereafter devised.
- iv. "Synchronize" means to couple and/or synchronize, arrange, record, re-record, transcribe, modify or edit the Licensed Material solely in timed relation with the Work.
- v. "Work" means the production or program embodying the synchronized Licensed Material and listed in Appendix A.

Royalty Free Music, a wholly-owned subsidiary of Getty Images grants 3CX (the Licensee) and its successors, licensees and assigns, located at 303 Engomi Business Centre 1, 28 October Avenue, synchronization and mechanical rights to use the Licensed Material listed in Appendix A, within the context of a specific production (also listed in Appendix A) for any and all purposes in all media and venues, including but not limited to, videogames, broadcast (such as cable, television and radio), all non-broadcast usage, and all alternative or new media (internet, podcasts, mobilecasts, etc.) whether now known or hereafter developed throughout the world, in perpetuity.

Licensee is NOT permitted to reproduce, re-sell, share or otherwise transfer the Licensed Material itself to other individuals or Production Companies not affiliated with the Licensee. Any attempt to do so without express written permission will subject them to criminal prosecution. The copyright laws of the United States of America and other countries who provide criminal penalties including fines, imprisonment and injunctive relief protect this Licensed Material.

Licensee shall not make the Licensed Material available in any medium in a manner intended to allow or invite persons to download the Licensed Material alone or extract the Licensed Material from the Work. The Licensed Material shall not be incorporated into a logo, trademark or service mark. Licensee shall not use the Licensed Material in any unlawful manner.

1. Bulk Distribution

Licensee and its successors, licensees and assigns is granted the rights to distribute with unlimited reproduction, in all media now known or hereafter devised throughout the world (such as but not limited to DVDs, CDs, CD-ROMs, etc.) in perpetuity, the Licensed Material synchronized with the Work.


It is requested that, if any credits are included in those mass distributed products, they carry the following title: "Music Provided by Royalty Free Music."

2. Pre-paid Performance Royalties.
 - a. The license fees paid by the Licensee under this Agreement prepay any and all public performance royalties due by Licensee in conjunction with the use of Licensed Material within the Work (a Direct License).
3. Representations and Warranties.
 - a. Getty Images represents and warrants that: (i) it has all necessary rights and authority to enter into and perform this Agreement; (ii) the Licensed Material will be free from defects in material and workmanship for thirty (30) days from delivery (Licensee's sole and exclusive remedy for a breach of this warranty being the replacement of the Licensed Material); (iii) Licensee's use of the Licensed Material in its original form, and when used in accordance with this Agreement, will not infringe upon the rights of any third party, including copyrights and rights of privacy or publicity.
 - b. Licensee represents and warrants that: (i) it has all necessary rights and authority to enter into and perform this Agreement; (ii) if licensing the Licensed Material on behalf of a third party, Licensee is authorized to act as an agent on behalf of that third party and has full power and authority to bind the third party to this Agreement and Licensee shall be bound and liable for any failure of such third party to comply with the terms of this Agreement.
4. Indemnification.
 - a. Provided Licensed Material is only used in accordance with this Agreement and Licensee is not otherwise in breach of this Agreement, and as Licensee's sole and exclusive remedy for any alleged or actual breach of the representations and warranties set forth above, Getty Images shall defend, indemnify, and hold Licensee and its parent, subsidiaries and commonly owned or controlled affiliates and their respective officers, directors and employees harmless from all damages (except punitive damages not directly attributable to acts of Getty Images), liabilities and expenses (including reasonable attorneys' fees and permitted and authorized costs) arising out of or connected with any actual or threatened lawsuit, claim or legal proceeding alleging that Getty Images is in breach of its warranties set forth above. The foregoing states Getty Images' entire indemnification obligation under this Agreement.
 - b. Licensee shall defend, indemnify and hold Getty Images and its parent, subsidiaries and commonly owned or controlled affiliates and their respective officers, directors and employees harmless from all damages (except punitive damages not directly attributable to acts of Licensee), liabilities and expenses (including reasonable attorneys' fees and permitted and authorized costs) arising out of or as a result of claims by third parties relating to: (i) Licensee's use of any Licensed Material outside the scope of this Agreement; or (ii) any other actual or alleged breach by Licensee of this Agreement.
 - c. The party seeking indemnification pursuant to this section shall promptly notify the other party of such claim. At indemnifying party's option, indemnifying party may assume the handling, settlement or defense of any claim or litigation, in which event indemnified party shall cooperate in the defense of any such claim or litigation. Indemnified party shall have the right to participate in such litigation, at its expense, through counsel selected by indemnified party. The indemnifying party will not be liable for legal fees and other costs incurred prior to the other party giving notice of the claim for which indemnity is sought.
5. Limitation of Liability. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, GETTY IMAGES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LICENSED MATERIAL OR ITS DELIVERY SYSTEMS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GETTY IMAGES SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR ANY OTHER DAMAGES, COSTS OR LOSSES ARISING OUT OF THIS AGREEMENT, EVEN IF GETTY IMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR CERTAIN CATEGORIES OF DAMAGES.

6. Reservation of Rights. All rights which are not expressly granted by Getty Images to Licensee pursuant to this Agreement, including all promotional materials or any other property owned or controlled by Getty Images are specifically reserved by Getty Images. Except as expressly set forth in this Agreement, nothing contained herein shall be deemed to convey or transfer to Licensee any ownership interest, including copyright, in or to the Licensed Material.

Fees. In consideration of the grant of the license contained in this Agreement, Licensee agrees to pay to Getty Images USD **\$100**. Licensee acknowledges and agrees that certain uses of Licensed Material may require additional payment to Collection Societies and, if required, Licensee shall be solely responsible for such payments.

Effective date: 5-19-2010

Licensee, duly authorized: X 

Print Name: Nick Galea

Title: CEO

BY: 

Dwight A. Cheu, General Manager, Music
Getty Images, Inc.

5 Pine Street

Tivoli, NY 12583

845.757.5555

Royalty Free Music, a subsidiary of Getty Images, Inc.
(404)512-6013

info@royaltyfreemusic.com

www.royaltyfreemusic.com

Appendix A: Royalty Free Music Production Music License Agreement

Production title (the Work) : 3CX PHONE SYSTEM

Royalty Free Music licensed material (list song or CD titles and SKUs below):

Background Music Volume 7 With On Hold Messages-RFM1102