

NON-EXCLUSIVE LICENSE TERMS AND CONDITIONS **ON THE USE OF ORCHESTRAL RECORDINGS / BASES**

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 fee due by the Customer, (hereinafter referred to as “**Customer**”), to grant a non-exclusive “License” to the latter of the Recordings of the “Orchestral Backing Track” owned by G7 Music (hereinafter referred to as “**Regulations**”), 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 production of orchestral backing track, with particular attention to the operatic repertoire, in multiple analog and digital formats.

The aforementioned Recordings are an integral part of the “Cantolopera” and “Soloist in Concert” catalogue, consisting of both the “Orchestral Backing Track” versions and the same ones in the “Cantata” or “Instrumental” versions.

In this regard, it is specified that, pursuant to the Regulations, “Orchestral Backing Track” shall mean the instrumental version of the Recordings, separate from the vocal and/or instrumental interpretations of one or more of the original performers.

The rights to such “Orchestral Backing Track” and “Sung/Instrumental” 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 with regard to all the rights of the artists, musicians, interpreters and performers.

In particular, through the portal called www.cantolopera.com G7 Music offers users the opportunity to purchase different Licenses for the aforementioned orchestral backing tracks (hereinafter referred to as “**Licenses**”) and their respective sung versions. The same catalog and in the same versions: orchestral backing track and sung/instrumental tracks, is also offered to users on a subscription basis through the “Streaming” fruition system, hereinafter referred to as “**Subscription**”. Therefore, with the acceptance of the Regulations by the Customer - to be manifested through the express confirmation provided during the purchase phase by the same - the parties intend to regulate the conditions regarding the use and exploitation of the property rights and the acquisition by the Customer of the non-exclusive License for the use and/or Subscription of the aforementioned Recordings.

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 and/or Subscriptions illustrated in the following Article 2, he/she will be able to use only the “Orchestral Backing Track” of the Recordings. The right to reproduce the “sung” versions of reference (always attached to each License purchase) is neither included nor foreseen by these Regulations. These versions can therefore be used exclusively for example and guide purposes and for practice purposes for exclusive “Personal” use.

2 - Licenses

By expressly accepting the Regulations, the Customer acquires from G7 Music the non-exclusive License relating to the Recordings indicated in the receipt issued at the time of payment of the fee.

In particular, the Recordings may be used by the Customer - depending on the License purchased - for the purpose of using 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 via our Recordings, the Customer being able to choose between one of the predefined options indicated below:

"Personal" License

License Term: Perpetual from date of purchase - File provided in MP3 320 Kbps format.

Rights granted:

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

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

"Live" License

License Term: 3 years from date of purchase - File supplied in MP3 320 Kbps format.

Rights granted:

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

- all uses on radio and television, use in talent shows, use for advertising purposes, etc. are excluded.

These may be requested at info@cantolopera.com and obtained under separate conditions specifically negotiated with G7 Music.

"Social" License

License Term: 3 years from date of purchase - File supplied in MP3 320 Kbps format.

Rights granted:

- the right to superimpose your interpretation on the Recordings in audio/visual form and the right to disseminate the new Version obtained through our Recordings via YouTube, TikTok, Vimeo, Facebook, DailyMotion, Instagram and other social networks currently or in the future available on the web, without prejudice to the exclusion from this License of all forms of secondary rights belonging to the phonographic producer pursuant to art. 73 et seq. of the Copyright Law 633/1941, including, by way of example only, copying rights, etc., which will remain the sole and exclusive property of G7 Music.

"Recording" License

License Term: 3 years from date of purchase - File supplied in WAV format 44.1 Kbps.

Rights granted:

- the right to superimpose your interpretation on the Recordings in audio/visual form and the right to disseminate the new Version obtained through our Recordings to produce, distribute, promote and

market durable products (e.g. CDs, DVDs, LPs, DVDs etc.) currently in existence or invented in the future in physical form and/or through digital stores.

“Streaming” subscription

Subscription Duration: Depending on the type of subscription chosen - Usage: Streaming system.

Rights granted:

- use of the catalog for study and practice, for educational or amateur purposes.
- Use in the classroom by singing teachers, Conservatories, Music Institutes and Music Schools.

Synchronization uses for films, radio and television broadcasts, talent shows, and advertising purposes, etc., are expressly excluded from any type of License and/or Subscription and must be considered reserved for G7 Music only. These uses may be requested from info@cantolopera.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 that he/she is obliged to pay G7 Music the payments due as a result of the chosen Purchase License.

Upon expiration of the License period as per the invoice date, the customer will no longer be able to market the content purchased under the License, which will be removed. The customer may continue to market the content by renewing the License under the conditions indicated on the website www.cantolopera.com on the renewal date.

3 - Territori

The License and/or Subscription rights granted under these Rules are considered valid and can be exploited in all territories of the world.

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

All recording costs for vocal or instrumental overlays, as well as printing and packaging costs for the products covered by the various License types, will be borne solely by the Customer. Where applicable, the Customer must also obtain any permits for phonomechanical reproduction and/or public performance, which must be requested from the individual copyright management and collection companies.

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

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

- a. “Live” License - b. “Social” License - c. “Recording” License;

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

- Title of the musical piece accompanied by Author and Composer
- Orchestra and Chorus of the Italian Opera Company - Conductor Antonello Gotta
- Licensed by G7 Music Group - Milan - Italy

6 - Non-exclusive assignment of license rights

Without prejudice to the rights acquired by the Customer through the option chosen with the Regulations and within the limits of use provided therein, the License and/or Subscription in question must be understood to be

granted to the Customer on a non-exclusive basis, on a strictly personal basis, not transferable to third parties and also limited to the rights expressly granted.

7 - How to Use the Recordings

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

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

- infringe copyright and copying rights and connected, copyright, industrial property, patent rights, trademarks and any other intellectual property rights claimed by G7 Music and/or any third party other than the Customer;
- contain information that is intentionally incorrect, altered, offensive, defamatory, harassing, libelous, threatening, confidential or sensitive or that otherwise violates privacy laws;
- jeopardize the integrity of data and information and the security of any network, software, hardware, or computer, electrical, electronic, or telecommunications equipment;
- constitute an unlawful act and in general an abuse of another's rights, a threat or risk of physical, moral or psychological harm to any third party;
- in general, be in conflict with any national or international law, directive, regulation or standard.

The Customer therefore undertakes, from now on, to release G7 Music from any related liability, indemnifying 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 following the use of the Recordings by the Customer himself, with the simultaneous obligation to compensate the Company for any and all damages it may suffer in this regard, including legal fees necessary to protect its rights.

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

8 - Property rights of G7 Music

The portal called "cantolopera.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 Regulation

Without prejudice to the rights acquired by the Customer following the purchase of one or more of the optional License packages and/or the Subscription 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 Subscription and/or make any further changes or modifications with respect to this version of the Regulations, without any obligation of prior notification or communication.

10 - Partial invalidity of the Regulation

In the event that one or more parts of the Regulations should be found, for any reason, to be contrary to the law, only the null conditions and clauses shall be considered ineffective, but not the remaining parts of the Regulations, which therefore shall continue to produce their effects between the parties.

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 that it is aware of the rights recognized to "data subjects" by Legislative Decree 30 June 2003, no. 196 (in particular Article 13), as such data are defined therein (in particular Article 4 of the aforementioned Legislative Decree) and 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 of Legislative Decree no. 196 of 30 June 2003 - is the legal representative *pro tempore*, who, in turn, may designate and give instructions to the persons in charge provided for by Article 30 of Legislative Decree no. 196/2003.

12 - Governing law and exclusive jurisdiction

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 REGULATIONS, THE CUSTOMER DECLARES THAT HE/SHE IS AWARE THAT THE SERVICES PROVIDED BY G7 MUSIC, DEPENDING ON THE TYPE OF LICENSE CHOSEN, ARE SUBJECT TO PRIOR RECEIPT BY G7 MUSIC OF THE FEE DUE. FAILING THIS, NO USE OF THE RECORDINGS WILL BE PERMITTED.

This Regulation has been read and approved at the time of purchase

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, after having clearly read them, 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) - modification of the Regulations (7) - partial nullity of the Regulations (8) - privacy information pursuant to Legislative Decree 196/2003 and subsequent amendments and additions (9) - applicable law and competent court (10).

This Regulation has been read and approved at the time of purchase