

**Supreme Cookin 1
Sample Pack**

End User License Agreement

Hi,

Thank you for buying this sample pack. You can use the samples royalty-free up until 1 (one) million of streams (all platforms combined) in your own commercial productions which are released independently (by yourself or an independent label).

When a major record label wishes to release the track, please email us at supremecookinpacks@gmail.com to discuss additional terms and conditions for the use of the sample in your track(s).

The rest of this document explains the terms and conditions for your use of the sample pack in more detail.

Clause 1. General & Definitions

- 1.1 This license agreement determines the contractual obligations of both of us. Not all uses of this sample pack are permitted. For this reason, you are asked to read through this document so you fully understand your rights and obligations.
- 1.2 If you are under age 18, you must have a parent or guardian consent and agree to your purchase of this Product.
- 1.3 The following terms shall have the following meaning:
- Content:** music, sound effects, sounds, audio files, vocals, information, images, photos, text, articles, music, demo's, video, Music Productions and all other materials available.
- Independent Release:** A commercial release by a record label and/or distribution platform which is not owned or controlled by a major record label such as Sony, Universal, Warner Music Group, BMG or Rights Management Company such as Kobalt.
- License:** This Single End User License Agreement for Independent Releases
- Major Record Label:** shall mean a company which is owned or controlled by a major record label such as Sony, Universal, Warner Music Group, BMG or Rights Management Company such as Kobalt
- Music Productions:** compositions, recordings of compositions
- Product:** a sound and sample library which consists of (digital) sound recordings, including all documentation and all musical performances, associated materials all components, elements, stems, (audio) files.
- Rights:** All present and future intellectual property rights which can be exercised at any time including but not limited to copyrights, neighbouring- and related rights, moral rights, portrait rights in the Territory, vested in the Product.
- Samples:** the audio recordings contained in whole or in part in the Product.
- Territory:** shall mean the world and all its territories.
- Total Streams:** the total number of streams and digital sales on digital content platforms including but not limited to YouTube, Apple Music, Amazon Music, Tidal, Spotify, Deezer.
- Us/We/Our:** the creators of the sample pack David Garcia Garci-Nuño AKA Cookin Soul
and Noam Ofir aka Soul Supreme

Clause 2. Limited non-exclusive Single user License

- 2.1 You have purchased a limited personal revocable non-sublicenseable, non-exclusive, non-transferrable single user worldwide perpetual royalty free license to the Product up to 1 million total streams for Independent Releases for the Territory. After reaching the aggregate 1 million streams, you are obliged to buy an additional license.
- 2.2 Your License gives You the right to install the Product on one computer and use the Product as follows:
- You are allowed to use the Product in commercial and non-commercial Music Productions; and
 - You are allowed to commercially exploit Music Productions which were created by using the Product and/or which incorporate the Product or parts thereof including selling, licensing, publishing, reproducing, distributing your Music Productions.
 - You are allowed to make a backup of the Product for Your own personal use and to copy the Product to Your computer for the purpose of installing and using the Product;
 - You are allowed to use the Samples in your own compositions and edit the Samples, process the Samples with sound effects but you are not allowed among others to re-record, re-sing, mash-up or otherwise duplicate the Samples and/or resell such unauthorized copies of the Samples and/or Product.
- 2.3 This license does not cover the use of the Product in commercial releases by a Major Record Label. Please get in touch with us regarding additional terms and conditions which apply to Major Record Label releases.
- 2.4 It is prohibited to use the Product for any purpose that violates Dutch or other applicable law(s), regulation(s) or treaties.

Clause 3. Restrictions

- 3.1 It is prohibited to reproduce and/or publish the Product in whole or in Part including but not limited to selling, reselling, copying, modifying, changing, altering, dividing, editing, reverse engineering, adapting, re-recording, re-sing, and/or to disseminate including but not limited to publishing, making available, transferring, emailing, sending, distributing, uploading the Product in whole or in part and/or unauthorized reproductions thereof. This constitutes an unlawful act and We will enforce its rights and hold You liable for any and all damages.

Clause 4. Rights

- 4.1 You have not purchased the Rights vested in the Product. We are and remain the sole owner of all Rights vested in the Product including but not limited to trademark rights, copyright, neighbouring rights, industrial design, trade secrets, title and interest vested in the Product. Any unauthorized use of the Product is an unlawful act and gives Us the right to seek all remedies include but not limited to claiming injunctive relief, claiming damages including but not limited to attorney fees.
- 4.2 It is prohibited and it may constitute a criminal offense to circumvent, modify or delete safety and technological measures which are used by Us to protect the Product and the Rights vested in it. You are not allowed to copy modify, decompile or debug the Product or to reverse engineer the Product or instruct another party to do so. You will be held liable for any unauthorized use of the Product by Yourself or other parties.
- 4.3 You will use all appropriate and reasonable precautions to prevent unauthorized use of the Product and/or the Samples.

Clause 5. Term and Termination

- 5.1 This License enters into force as soon as You first install the Product to Your computer and then remains in force until terminated by the You or Us as follows:
 - a. You may terminate the License at any time by ceasing Your use of the Product and by deleting the Product and all its data from Your computer;
 - b. We are entitled to immediately terminate the License with or without cause included but not limited to the event of any breach of this License.
- 5.2 Upon termination, you are obliged to delete the Product and/or Samples from your computer. For the avoidance of doubt, this does not mean that You have to delete any used samples from tracks You have created during the term of the Agreement.
- 5.3 Upon termination of the License articles 3, 4 and 6 will stay in effect and your financial obligations following this Agreement shall survive the expiration or termination of this Agreement.

Clause 6. Limitation of Liability and indemnification

- 6.1 The Product is offered to You and accepted by You As Is. We disclaim – to the maximum extent permitted by applicable law – all warranties, guarantees and conditions including but not limited to warranties or guarantees of suitability for a specific purpose, satisfactory quality guarantee, fulfilment of user’s requirements, availability of functions, availability of the Product on a continuously fully operational uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from Us pertaining the Product or through any of Our s communication channels, will create any warranty or guarantee for Us, unless expressly mentioned in this License.
- 6.2 To the maximum extent permitted by applicable law, We shall not be liable for any indirect, incidental, special, consequential or punitive damages, property damages, or any loss of profits or revenues, interruption business, whether incurred directly or indirectly, or any loss of data, use, good-will, or other intangible losses, resulting from Your use of the Product.
- 6.3 In no event shall Our aggregate liability, in the event of gross negligence, exceed the greater of five thousand euro (EUR 5.000,-). The limitations of this subsection shall apply to any theory of liability, whether based on warranty, contract, statute, tort (including negligence) or otherwise, and whether or not the twitter entities have been informed of the possibility of any such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.
- 6.4 You agree to indemnify Us and hold Us harmless, against any and all claims, fines, penalties and other expenses, including attorney’s fees, arising out of the use or misuse of the Product by you or through You, violation of this License, or infringement of third-party’s rights including but not limited to intellectual property rights, reserving Our right to request compensation for damages and to take legal action.

Clause 7. Consent Of Use of Data

- 7.1 You agree that We may collect and use information gathered in any manner as part of the product support services provided to you, if any, related to the Product. We may also use this information to provide notices to you which may be of use or interest to you.

Clause 8. Miscellaneous

- 8.1 In case any part of this License is declared legally invalid, this shall not affect the validity of the whole of the License. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.
- 8.2 This License and all legal relationships between Parties resulting thereof shall be exclusively governed by and construed in accordance with the law of the Netherlands (“Nederlands Recht”).
- 8.3 Any and all dispute arising from or regarding this License (including but not limited to claims based on tort) or further agreements resulting therefrom will be exclusively submitted to the competent Dutch court in Amsterdam (the Netherlands).
