

Owen Gray License Terms & Conditions

Last updated **January 21 2009**.

Owen Gray offers one standard license agreement. The terms and conditions follow.

Standard License:

Grants permission for most commercial uses. Includes products for sale or give away up to 10,000 copies, corporate video/presentation, educational, shareware/freeware game, single location music-on-hold, trade show/presentation, podcast, student film and film festivals. You may sell up to 10,000 physical products or downloadable products that contain the music. You may broadcast the audio on local and regional radio/TV (up to 200 miles/320 km radius).

You may not trade in the music itself:

You may not trade in the music, i.e. to sell it as a music track, include it on a music CD for sale, offer it for sale or licensing through a web site, or other means of trading in the music as a music product.

You may not include my music with a Website Template:

You may not include my music in a Website Template which is subsequently offered for sale to multiple end-users. You may however use my music in a unique website that you build for your client (one end-client).

You may not create derived works:

You are not allowed to *create derived works* of my music. What this means is that if you are a musician, music producer, rapper, singer etc, you cannot buy my music, add your own voice/instruments, and then treat that as your own music. What you are doing then is to create new music that is partially built on my music. This is known as "creating derived works" and it is not allowed under ANY license type.

You **are** however allowed to use my music as background music and add your voice over the music in products such as healing/meditation tapes, self-help tapes, audio-books and similar. Here, even though you have added your voice over the music, you have not created new music based on my music - you haven't created derived musical works - so these uses are fine.

About giving away my music on custom label CD's:

When you buy the Standard License, the license is for one company or person to **use** my music **within** their own media, such as web site, film, advertisement, animation, game, etc. It is **not** a license to simply duplicate our music as it is. Sometimes I am asked whether it is acceptable to purchase/license music from me, put that music on a music CD, and sell or give away that CD as a promotional gift. The answer to this is:

- If you are creating a music CD to give away for free as a promotional gift (for example, you want to include a free music CD as a bonus gift to somebody who buys a product from you, or just as a gift to your clients), this use is covered under the License ALTHOUGH you 'the licensee' must obtain written permission from the writer and once again your 'gift' must not exceed 10,000 copies of the product. Contact details may be found on www.owengray.com.
- If you add your voice over the music (say, a therapy CD or self-help CD with spoken words mixed over the music), this is okay under our Standard License or Mass Market License.

Editing/changing the music:

You may edit my music (fade, crop, cut, stretch, loop) etc. to fit your required cue lengths. You may however not use my music as a basis on which to create new music. (See "You may not create derived works" above).

License information:

The official license agreement starts from the date issued on your **receipt of payment**. It is the purchasers responsibility to store a copy of the **receipt of payment** and also supply a copy of the **receipt of payment** to the copyright owner upon written request. This shall be supplied within 21 days of date upon written request.