

imagiro - Sample Creator Agreement

Commercial Content Creation License

This License Agreement ("Agreement") is entered into between **Imagiro Ltd.** ("Licensor") and the undersigned party ("Licensee") regarding the commercial use of the "**Shearwater Piano**" software plugin ("Plugin"). Licensor is the exclusive owner of the Plugin. This Agreement grants Licensee specific commercial rights to use the Plugin for content creation and monetization purposes, subject to the terms and conditions outlined herein.

Rights Granted to Licensee

Upon payment of the license fee, Licensor grants Licensee the following rights:

Commercial Content Creation

- Create original musical content using the Plugin, including melodies, loops, and transformative samples
- Distribute and sell such content commercially without further consent from Licensor
- Retain all revenues generated from the sale of compliant content
- No ongoing royalties or additional fees shall be owed to Licensor

Restrictions and Prohibited Uses

Licensee shall not engage in the following activities:

Direct Sampling Prohibition

- Sell or distribute direct recordings, samples, or audio content extracted from the Plugin without substantial transformation
- Create or commercialize individual piano notes, hammer strikes, or isolated sounds taken directly from the Plugin
- Produce content that could substitute for or directly compete with the original Plugin functionality

Transformation Requirement All commercial content must constitute original creative work that substantially transforms the Plugin's source material into new musical compositions not available within the Plugin itself.

Ownership and Intellectual Property

Licensee Rights

- Licensee shall own all rights to original musical content created in compliance with this Agreement
- Licensor retains all ownership rights in the Plugin and its underlying audio content

Liability

- Licensee assumes full responsibility for compliance with the terms of this Agreement
- Licensee agrees to indemnify Licensor against any claims arising from breach of this Agreement

Terms and Conditions

Duration

- This Agreement remains in effect for the lifetime of the Plugin
- License extends to all future versions and updates of the Plugin

Consideration

- License fee: Fifty Dollars (\$50.00 USD)
- Payment required in full via separate invoice prior to Agreement activation
- Agreement becomes binding only upon receipt of payment

Modifications

- Any amendments to this Agreement must be made in writing and agreed upon by both parties

Execution

By executing this Agreement, both parties acknowledge they have read, understood, and agree to be bound by all terms and conditions contained herein.

LICENSEE:

Name: _____

Signature: _____

Date: _____

LICENSOR:

Imagiro Ltd.

By: August Pemberton, Authorized Signatory

Signature: _____

Date: _____

This Agreement shall be governed by applicable law. Both parties should retain executed copies for their records.