

## MUSIC MASTER USE LICENSE

AGREEMENT made as of this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between \_\_\_\_\_ located at \_\_\_\_\_ (“**Owner**”) and \_\_\_\_\_ (“**Licensee**”):

1. **License.** During the Term hereof, Licensee will have the non-exclusive, irrevocable right, license and privilege (“**License**”) throughout the Territory to:

(a) Use and otherwise exploit the master recording embodying the composition entitled “\_\_\_\_\_” (“**Master**”) in connection with the audiovisual work tentatively entitled “\_\_\_\_\_” by way of all media now known or hereafter devised including, without limitation, cable television, satellite television, pay-per-view television; interactive and/or computer-assisted media including, without limitation, the internet; wireless transmission; and in association with Licensee’s audio and/or visual programming so distributed (“**Programs**”) and for the purpose of advertising, marketing and promoting the Programs (including, without limitation, at public events); and

(b) Use and exploit the names, likenesses, biographies, logos and trademarks associated with the persons and entities who created the Master for purposes of credit and identifying the associated talent following consultation with Owner provided such consultation shall be required in connection with any credit hereunder.

2. **Term and Territory.** The term of the License shall commence upon the date set forth above and shall continue in perpetuity (“**Term**”). The territory of the License is worldwide (“**Territory**”).

3. **Credit.** In consideration of the rights granted to Licensee hereunder, Licensee shall accord Owner written credit in connection with Licensee’s exploitation of the Master, provided that the manner, form and frequency of such credit shall be determined by Licensee in its sole discretion. Any inadvertent failure to so accord credit shall not constitute a material breach of the License and Licensee’s sole obligation will be to make good faith commercially reasonable efforts to prospectively accord the credit prescribed herein; provided, however, Licensee and its distributors will have no obligation to make changes to any previously created materials.

4. **Facilitative Rights.** Without limiting the generality of Paragraphs 1 and/or 2 above, Licensee shall have the right to alter, expand, adapt, edit, add to, subtract from, combine with other material and make any arrangements of the Master and Licensee will have the sole right to decide whether and in what manner Owner’s works will be advertised, publicized, performed or exploited (if at all). In connection therewith, Owner irrevocably waives its so-called “moral rights.”

5. **Owner’s Representations, Warranties and Indemnity.** Owner hereby represents and warrants that:

(a) The Master is wholly original to Owner;

(b) The Master does not and will not infringe upon or violate the copyrights or any other rights whatsoever of any person or entity;

(c) No adverse claim(s) exist(s) with respect to the Master;

(d) Owner owns and/or controls one hundred percent (100%) of the copyright in the Master, and all rights therein and thereto throughout the world;

(e) Licensee shall have no obligation to make any payment to any third party for Licensee's exploitation of the rights granted by Owner hereunder; and

(f) Owner has the full and exclusive right and authority to enter into this Agreement and to make the grant and representations, warranties and agreements contained herein and that the consent of no third party is required for Licensee to fully exercise its rights hereunder. Owner agrees to hold Licensee, its parent, and their respective successors, assigns and licensees, harmless from and against any loss, damage or expense, including court costs and reasonable attorneys' fees, suffered or incurred as a result of or relating to any breach or alleged breach of this Agreement by Owner, including without limitation Owner's representations and warranties.

6. **Remedies.** Owner hereby irrevocably waives any and all rights to seek or obtain any injunctive or equitable relief against Licensee or its successors, assigns or licensees. Owner acknowledges and agrees that any breach or anticipatory breach by Owner of this Agreement will cause Licensee irreparable harm such that money damages alone will be inadequate, and therefore, that Licensee and its successors, assigns and licensees will be entitled to injunctive or equitable relief (without obligation of posting bond or surety or establishing harm) in addition to all other remedies available at law or in equity, in any court of competent jurisdiction.

7. **Miscellaneous.** This writing constitutes the entire understanding of the parties. No other agreement, written or oral, express or implied, exists between the parties with respect to the Master. Any modification or waiver hereunder or termination of this Agreement must be in writing, signed by both parties. Licensee may freely assign or transfer (including the unlimited right to sublicense) any or all of its rights or obligations under this Agreement, in whole or in part, subject to the permitted uses hereunder of the Master. If any provision of this Agreement is found to be invalid, such provision will be severed to the minimum extent necessary for the remaining provisions to be enforceable. This Agreement will be governed by the laws of the State of California applicable to agreements executed and to be fully performed therein (without regard to the conflict of laws provisions thereof).

This Agreement may be signed in counterparts and fax and photocopies may be used as an original.

**ACCEPTED AND AGREED TO:**

**OWNER:**

**PRODUCER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Phone: \_\_\_\_\_