

MASTER USE RECORDING LICENSE

1. The sound recording, hereafter referred to as "Master" of the musical composition covered by this license:

_____ with a duration of _____ minutes and _____ seconds.
song title

2. The film covered by this license is tentatively entitled:

3. The territory, hereafter referred to as "Territory" covered hereby is:

The entire universe

4. The type and duration of uses of the Master to be recorded are:

All uses in perpetuity

5. In consideration of the sum of _____ Dollars (\$) for each of the Masters, Payable upon the full execution of this license _____ herein referred to as "Licensor" hereby grant to _____ herein referred to as "Producer", its successors and assigns the nonexclusive, irrevocable right, license, privilege, and authority to record, rerecord, reproduce and perform the Master in any manner, medium or form (whether now known or hereafter known or recognized) and in any language in each country of the territory in synchronization or in time relation with the Film, and in air, screen, television and audiovisual trailers and all audio visual promotions of the Film, and the advertising, publicity and other exploitation of the Film (sometimes hereinafter collectively referred to as the "Film Uses"), and to make copies of such recordings and/or copies thereof, into any country throughout the territory all in accordance with the terms, conditions and limitations hereinafter set forth.

6. Licensor hereby grants to Producer the right to publicly and/or privately, throughout the universe, use the Masters, embodied in the Film, by any and all methods of exhibiting the Film, and in any and all media, whether known or hereafter devised, including, without limitation, the following:

- (i) Theatrical exhibition to audiences in motion picture theaters and other places of public entertainment, including, without limitation, the right to televise the Film into such theaters and other public places;
- (ii) Free television exhibition, whether by network, non-network, local or syndicated broadcast;
- (iii) Pay television, subscription television, CATV, cable television, or any and all other closed circuit broadcasts into home or hotel-motel television; and
- (iv) In any transportation facility.

7. Licensor hereby further grants to Producer in each country of the Territory, the non-exclusive right to cause of authorize the fixing of the Masters in and as part of the Film Uses on any and all forms of audiovisual contrivances including but not limited to videocassettes, video discs, videotapes, videorecords and any and all compact audiovisual devices whether now or hereafter known or devised ("Video Records") and:

- (a) To utilize such Video Records for any and all purposes uses and performances; and
- (b) To sell, lease, license or otherwise make such Video Records available to the public as a device intended for any and all purposes now or hereafter known.

8. Licensor hereby further grants to Producer the right to use the Masters on a soundtrack album for distribution and sale to all countries throughout the Territory. If the soundtrack album embodies the Masters, Producer agrees to pay to Licensor a pro rata royalty (based on the percentage of overall time of music on the soundtrack album agreement (s) that Producer may enter into regarding the Film.

9. This license does not authorize or permit any use of the master not expressly set forth herein. Licensor reserves all rights not expressly granted to Producer hereunder.

10. The rerecording, reproduction and performing rights hereinabove granted shall endure in perpetuity without payment of any additional consideration therefor.

11. Licensor represents and warrants that it owns or controls the Masters licensed hereunder and that it has the legal right and power to enter into and to grant this license and that Producer shall not be required to pay any additional monies, except as provided in this license, with respect to the rights granted in this license. Licensor shall indemnify and hold harmless Producer, its successors, assigns and licensees from and against any and all loss, damages, liabilities, actions, suits or other claims arising out of any breach or alleged breach, in whole or in part, of the foregoing representations and warranties, and for reasonable attorneys' fees and costs incurred in connection therewith.

12. This license is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the _____ day of _____ in the year _____ .

Licensor

Producer