

Synchronization and Performance Rights License Agreement

Agreement between O-Town Records, Inc. ("Company") And

_____ ("Licensee") Both Company and Licensee agree that:

1. Definitions

The following terms in this Agreement shall have the meaning as defined below:

- Licensed Work (see clause 18) –a musical composition and the sound recording embodying this musical composition which Licensee has licensed from Company to synchronize with Licensee's Production under the terms of this Agreement.
- Production (see clause 15) – The unique and specific film, video production, audio production, multi- media production or video-game production of the Licensee in which Licensee shall synchronize the Licensed Work. For purposes of clarity, any video, audio or multimedia production with uniquely coupled visual images or audio commentary shall be considered its own Production. In addition, the Production shall include any video, audio or multimedia production in which Licensee shall synchronize the Licensed Work which is produced specifically to advertise and promote the Production with a duration no longer than three minutes.
- Licensee Fee – The amount payable by Licensee to Company for the right to use the Licensed Work under the terms of this Agreement.
- Broadcast – The broadcasting, transmitting, communicating and streaming of the Production;

- Use (see clause 16) - The specific manner in which Licensee may use the Licensed Work(s) synchronized in Licensee's Production under the terms of this Agreement.
- Territory (Clause 17) – The applicable territory of this Agreement.
- Synchronize – The synchronization and/or coupling of the Licensed Work with specific timed elements of the Production.
- Performance Rights Organization – Any public performance, reproduction or other musical rights society which collects and administers royalty payments on behalf of songwriters, publishers, artists or the rights holder of musical recordings.

2. Company's Grant of Rights

Subject to the terms and conditions found herein, Company grants the Licensee the nonexclusive right, in perpetuity in the Territory to:

- Synchronize the Licensed Work with Licensee's Production;
- Edit, loop or enhance the Licensed Work for the specific purpose of synchronizing the Licensed Work with Licensee's Production;
- Reproduce and make copies of the Licensed Work synchronized with the Production in any digital or physical media format;

- Broadcast and distribute, and grant third parties the right to broadcast and distribute, the Licensed Work synchronized with the Production;
- Publish, display, transmit and communicate the name and likeness of the Artist performer of the Licensed Work in connection with the advertising and promotion of Licensee's Production;

3. Scope and Restriction of Rights

- The rights granted herein are non-transferable without the express permission of Company;
- Should the Licensee edit, loop or enhance the Licensed Work under the rights granted herein, such edits, loops or enhancements shall not modify the essential character of the Licensed Work, or portion of the Licensed Work, to be used by Licensee in the Production. In addition the edits, loops, and/or enhancements of the Licensed Work shall not be considered to create a new work with its own copyright distinctive from the Licensed Work;
- If the Production is part of a film, video, audio, or video-game series, including but not limited to, a television series or regular radio program, a separate license for the Licensed Work will be required for any additional synchronizations in other productions which form part of the series. In addition, the Licensed Work shall not be used on a re-occurring basis at the beginning or ending of any television series, regular radio program radio or video-game production in such a way that the Licensed Work could be considered to serve as that

production's theme song, unless otherwise agreed.

- The Licensed Work shall not be used by the Licensee in a Production which is considered pornographic, nor in a Production considered a political advertisement, nor in a Production which advertises any pornographic or gambling entity.
- Nothing in this Agreement shall be interpreted as granting the Licensee the right to copy, reproduce, distribute, commercialize or sell the Licensed Work as a stand-alone musical product, soundtrack, or in a bundle with other musical works.

4. License Fees

As full and complete consideration for the rights granted to Licensee hereunder, Licensee shall pay to Company the sum of \$_____ payable upon execution of this agreement. In addition, should the Licensed Work's synchronization in the Production require Licensee to make additional payments to Performance Rights Organizations as a result of the Production being broadcast, distributed, or reproduced; the Licensee shall make all required payments. Licensee shall not waive the obligation of any third party acquiring the right to broadcast, distribute, or reproduce the Production from making required royalty payments to the appropriate Performance Rights Organization.

5. Additional Obligations of the Licensee

- In the event the Licensee broadcasts, distributes, or reproduces the Production, Licensee shall submit the cue sheet of the Production with the musical credits to the applicable Performance Rights Society in the territory. Licensee shall instruct any third party who has been granted the right to broadcasts, distributes, or

reproduce the Production to do the same.

- Licensee shall, where appropriate based on general industry standards, credit the artist, songwriters, publisher and master recording rights holder of the Licensed Work in the credits/titling of the Production. In addition, where such crediting is feasible, the Licensee shall add the line “Courtesy of [name of the Company]”.

6. Company’s Warranty and Indemnity

Company hereby warrants that it has all of the necessary rights and authority to enter into this Agreement and that the Licensed Work does not infringe on the proprietary rights of any third party when used according to the terms of this Agreement.

7. Licensee’s Warranty and Indemnity

The Licensee hereby warrants that it has all of the necessary rights and authority to enter into this Agreement and that it shall only use the Licensed Work according to the specific Use, rights, and restrictions found in this Agreement. Licensee further warrants that, in the event that Licensee has been engaged as an agent of a third party, Licensee warrants that it has full authority to bind such third party to the terms of this

Agreement and shall be responsible for the failure of any such third party to adhere to the terms of this Agreement.

8. Mutual Indemnification

Both Company and Licensee mutually indemnify and holds harmless the other party, and any of the other party’s respective affiliates, officers, directors and employees, from and against any claims, actions, suits, damages, liabilities, costs, and expenses (including reasonable legal expenses), arising out of any claim by a third party that originates from either party’s breach or misrepresentation of their warranties. In the

event of a claim, the indemnifying party shall be notified by the indemnified party who shall have the option of handling their defense and/or settlement of the claim directly. The indemnified party shall have the right to participate in any litigation but solely at its own cost.

9. Company's Limitation of Liability

Company makes no representations or warranties, either express or implied with regards to the merchantability and fitness of the use of the Licensed Work for any particular purpose. Company shall not be liable to Licensee or any third party for any consequential, incidental or punitive damages.

10. Breach, Termination and Possible Cure

- In the event of a breach by Licensee of any of the terms of this Agreement, Company shall have the right to immediately terminate this Agreement. In the event that Company has chosen to terminate the Agreement, Company shall notify the Licensee and the Licensee shall, at its own cost, immediately remove (or have third parties remove) the Licensed Work from the Production and all reproductions of the Production in either a physical or digital media format. Company shall not be obliged to refund Licensee the License Fee in the event of termination. In addition, the applicable provisions of Sections 5 through 17 survive termination.
- In the event of a breach by Licensee of any of the terms of the Agreement, Company shall additionally have the right, at its sole discretion, to allow Licensee the opportunity to cure the breach. In this event, Company shall notify Licensee of such breach with a cure period determined solely by Company. Should Licensee fail to cure this breach within the designated time, Company shall have the right to immediately terminate the Agreement and Licensee

shall comply with the termination obligations found in paragraph

11. Severability of Terms

In the event that any provision(s) of this Agreement are held to be illegal or otherwise unenforceable, such provision(s) shall be considered to be severed from this Agreement and the balance of the Agreement shall remain in full force and effect.

12. Non-Waiver of Rights

The waiver of any term or condition of this Agreement by either party in any individual circumstance shall not be construed as a waiver of the similar term or condition for any future circumstance.

13. Governing Law

This agreement shall be governed by the laws and in the courts of the State of Florida and by the laws of the United States.

14. Execution of this Agreement

In providing Agreement to the Licensee, Company agrees that it is bound to the terms of this Agreement. By accepting the terms found on this Agreement, the Licensee agrees similarly to be bound by the terms and this Agreement shall be considered executed with full force and effect.

15. Production:-_____

16. Use:

17. Territory: Worldwide. 18. Licensed Work(s)

Title of Work(s)	Duration
[name of song]	4'40''

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the day and year written below.

_____ (Company)

Date: _____

_____ (Licensee)

Date: _____