



This agreement ("Agreement") made on the **22nd** day of **February, 2010**, by and between **Unbelievable Beats** ("Owner") and **John Smith** ("Licensee"). In consideration of the rights and agreements by the parties contained herein, the parties agree as follows:

1. LICENSE GRANTED:

(a) Owner is the owner of the song titled "{song_title}" ("Song") together with the master recording of the Song ("Master") (hereinafter referred together as "Licensed Material"). Owner grants to Licensee a limited non-exclusive license to use any portion or amount of the Licensed Material in the various media uses ("Media") as follows ("Licensed Use"):

(i) The non-exclusive right to synchronize the Licensed Material in perpetuity for the following entertainment media ("Entertainment Media"), including Audiovisual Products: (1) television programming; (2) motion pictures; (3) television advertising; (4) internet programming including advertising, and (5) background music for live theatrical performances; (6) corporate training videos; (7) photographic slide presentations; (8) personal home videos

(ii) The non-exclusive right to synchronize the Licensed Material in perpetuity in the following new media computer based platforms ("New Media") in Audiovisual Products: (1) flash animation for website based programming (2) website background music; (3) computer programs; (4) computer program based presentations; (5) online tutorials (6) Powerpoint presentations; (7) software demonstrations; (8) web-based video games; (9) DVD based video games, and (10) video-blogs.

(iii) The non-exclusive right to synchronize the Licensed Material in perpetuity in the following non-audiovisual media ("Non-Audiovisual Media"): (1) radio advertising; (2) television or radio so-called bumper music; and (3) podcasts.

(b) Nothing in this Agreement shall grant Licensee the right, nor grant to others the right, to sell copies, of Audio Products embodying the Licensed Material. Notwithstanding the foregoing restriction, Owner grants to Licensee the right to make copies of the Licensed Material for personal use, including the right to copy the Licensed Material onto CDs, DVDs, MP3 Players, desktop and laptop computers and other digital and electronic formats both invented and invented in the future consistent with the licensed uses set forth in this Agreement. Licensee shall have the right to edit the Master if the use by the customer is less than the entire Master, including the editing, looping, enhancing or modifying of the Master, provided that any such change shall not alter the fundamental character of the portion of the Master being used and shall not give rise to any ownership rights or claims, including copyright, on the part of the customer in the Licensed Material.

(c) Notwithstanding the rights granted to Licensee in this Agreement, Licensor shall not use the Licensed Material, without Licensor's prior written approval for use in films for which are rated "NC-17" or "X" and/or explicit video games, and/or commercials for political candidates, personal hygiene products, pharmaceuticals or alcoholic beverages

(d) The right to publicly perform and broadcast the Licensed Material on a non-exclusive basis in association with the sale or promotion or advertising of the Game throughout the territory ("Territory") including the right to use the Licensed Material in the use of all broadcast mediums (e.g. television, film, internet) trailers, previews or other forms of advertising or promotion associated with a Licensed Use.

(e) The right to use the names, likeness and a biography of the writer(s) of the Song ("Songwriter"), the Owner of the Licensed Material, the producer of the Master or any artist performing the Song, in connection with the advertising, publicizing or sale of material embodying the Licensed Material for a Licensed Use provided that Licensee shall be bound by any restrictions imposed upon Owner with respect thereto of which Licensee shall have been informed by Owner in writing at the time of signing this Agreement.

(f) The right to distribute any material embodying the Licensed Material by Electronic Distribution.

(g) Any rights not specifically granted and set forth in this License are hereby reserved by the Owner.



2. LICENSED TERM

Licensee shall have the non-exclusive right to use the Licensed Material for a Licensed Use in perpetuity.

3. CONSIDERATION

In consideration of the rights granted herein, Licensee agrees to pay Owner as follows:

- a. A fee in the amount of **#{sync amount}**.

4. RESTRICTIONS

This license does not include any right or authority:

- a. to make changes or alter the words or the music to the Song;
- b. to use the Song separate and apart from the Master;
- c. make any other use of the Song or Master not set forth herein.

5. DEFINITIONS:

"Audio Products", shall mean all forms of sound reproductions whether now known or unknown, on or by which sound may be recorded for later transmission to listeners, embodying sound, including, without limitation, discs of any speed or size, vinyl, compact disc, reel-to-reel tapes, cartridges, cassettes, audiovisual recordings, digital formats, digital transmissions, direct transmissions or any other configurations.

"Audiovisual Products" shall mean all forms of reproductions now or hereafter known, created, manufactured or distributed by physical, electronic or digital means including but not limited to film, videotape, digital computer chip, video cassettes, video discs, digital video discs ("DVDs"), computer programs or computer files containing visual images accompanied by sound that can be perceived by a device in various mediums including but not limited to movie theaters, broadcast, digital, high definition, cable or satellite television, computers, telephones, or other media or devices now or hereafter know that allow consumers to control the viewing or, or to interact with the Audiovisual Products.

"Electronic Distribution" shall mean any transmission to the consumer, including the performance thereof, whether sound alone, sound coupled with an image, or sound coupled with data, in any form, analog or digital, now known or later developed (including but not limited to cybercasts, webcasts, streaming audio, digital downloads, direct broadcast satellite, cable system, telephone system, broadcast station and any other forms of transmission now known or hereafter devised) whether or not such transmission is made on demand or near on demand.

"Master" shall mean the audio recording of the Song.

"Song" shall mean the words and music embodied on the Master.

"Territory" shall mean the Universe.



6. CREDIT:

Owner shall receive an appropriate credit on the packaging and/or the user's manual for units of the Game or other appropriate listing associated with the Game embodying the Licensed Master in like kind to all others of the same stature. A failure to provide the credit is considered a breach of contract and Owner shall have the right to terminate this Agreement by providing Licensee with written notice of such termination.

7. CUE SHEET:

Licensee agrees to furnish Owner a cue sheet within thirty (30) days prior to the first public exhibition of any Media embodying the Licensed Material including but not limited to those Licensed Uses set forth in paragraph 1. (a) (i)-(iii). Licensee shall be responsible for providing cue sheets to any Free T.V, Pay T.V, Cable or any other company transmitting the performance of the Motion Picture ("T.V. Station") and the cue sheets shall contain the names of the writer of the Song and the writer's publishing company and performance rights affiliation in the following form: Writer: Shaun Friedman (ASCAP), Publisher: Unbelievable Beats (ASCAP). In the event that Licensee fails to provide such cue sheet to Owner or T.V. Station this license shall not become effective and shall be null and void. Performance royalties shall be paid directly to Owner through Owner's respective performance rights society.

8. WARRANTIES:

Owner warrants Owner is the sole owner of the Licensed Master and hereby has the right to grant the terms of this Agreement. Owner warrants Owner has been granted the rights in writing from all producers, artists, side artists and musicians for the intellectual property rights associated with the Licensed Master. All the Game created or manufactured from the Licensed Master shall be entirely the property of Licensee, free of any claims whatsoever by Owner or any person deriving any rights or interest from Owner or Artist. The performances embodied in the Master, and the Song, and any use thereof by Licensee or its grantees, licensees, or assigns, will not violate or infringe upon the rights of any third party. Owner warrants there are no so-called "samples", "interpolations" or "replays" appearing on the Licensed Material, or if there is, Owner has secured all proper licenses for the right to perform and record all or any part of the performances or recording embodied in the Licensed Material.

9. INDEMNIFICATION:

Both parties indemnify and hold harmless the other party, its officers, agents, employees, attorneys and assignees, from and against any and all claims, damages, liabilities, costs and expenses including but not limited to attorney's fees, arising out of any breach by the other party of any representation, warranty, term or agreement made or to be performed by this Agreement.

10. ASSIGNMENT:

Licensee shall have the right to assign this Agreement to any third party.

11. JURISDICTION:

Any and all actions under the law shall be instituted in a court of competent jurisdiction in the State of Ohio and shall be deemed construed according to the laws of the State of Ohio. In the event of a dispute between the parties, the parties agree to mediate the dispute according to the rules of the American Arbitration Association, or any other rules agreed to by the parties, prior to filing a lawsuit or legal action in a court of law.

This Agreement shall be effective as of the first date set forth herein.

UNBELIEVABLEBEATS.COM
MULTIMEDIA MUSIC LICENSING AGREEMENT
(Media Master Use and Synchronization License)



Unbelievable Beats

By: **Shaun Friedman, Owner**

Address:
27020 Cedar Road #615-1
Beachwood, Oh 44122

(Owner Signature)

Licensee

By: **John Smith**

Address of Licensee:
75 Sample St.
Los Angeles, CA
United States of America 66369

(Licensee/Customer Signature)

Please keep a copy of this License for your records.