

- NON-EXCLUSIVE- COMMERCIAL USE MUSIC LICENSE -

This is a license agreement made on, or after April 3rd, 2015, by and between **JAMES M. KULAKOWSKI**, the '**LICENSOR**', and YOU, the '**LICENSEE**', bound to the following recordings, hereafter referred to as '**MUSIC**':

Film Logo

By paying the fee outlined in section **11** of this document, and by incorporating **MUSIC** within it's products, **LICENSEE** agrees to be bound to the terms of the **end user license** (EULA) herein, which are as follows:

1) TERM: This license is valid for perpetuity.

2) UNLIMITED TERRITORY: The license is valid for any territory throughout the world.

3) USAGE: **LICENSEE** is granted the right to incorporate, or embed, **MUSIC** into **NEW MEDIA** for commercial gain. For the purpose of this agreement, **NEW MEDIA** is defined as: any new product in which **MUSIC** is embed, in part, or in whole. **MUSIC** may be incorporated, or embed in an unlimited number of **NEW MEDIA** products being sold by **LICENSEE** and it's business partners. **NEW MEDIA** includes, but is not limited to DVDs, e-learning tools, feature film use, free mobile apps, revenue generating mobile apps, internet/online advertisements, multimedia CD-ROMs, podcasts, radio broadcasts, radio/television advertisements, slideshows, social media video, streaming video, student films, television broadcasts, toys, video games, Vimeo videos, website background music, wedding videos, Youtube videos.

4) USAGE LIMITATIONS: **LICENSEE** may not sell, resell, re-license, sub-license, give away, or make **MUSIC** available to any audience, without being incorporated into a new product. Moreover, **LICENSEE** may not sell Film Logo soundtracks without a specific "mechanical" license, which may be negotiated by contacting the **LICENSOR** (Contact information listed below). **MUSIC** may not be placed online for others to download. **MUSIC** may not be incorporated into videos or other media where it is the main feature. For example, syncing the **MUSIC** with it's title and a moving background/image, then uploading the compiled video to Youtube, Vimeo, or any other online video site is strictly prohibited. **MUSIC** may not be used in musical works, or **NEW MEDIA** where a derivative musical product has been created using **MUSIC**.

5) LIMITED-TRANSFERABLE: This license may only be held by one party. In the event that the rights of the **LICENSEE** are sold to a third party, **LICENSEE** will relinquish it's right to incorporate the **MUSIC** within future products and transfer it's existing rights to the new party.

6) COPYRIGHT/OWNERSHIP: **LICENSOR** will retain all right, title, and privilege of **MUSIC**. Upon creation **MUSIC** is copywrited and governed by the copyright laws of the United States Of America. **MUSIC** is also registered and protected by Broadcast Music Incorporated. **LICENSOR** provides this license in order to grant certain rights, outlined herein, to the **LICENSEE** pertaining to use of the **MUSIC** within it's products.

7) NON-EXCLUSIVE: This license is non-exclusive and **MUSIC** will be made available to 3rd parties for incorporation with other media.

8) ATTRIBUTION: Written credit is not required, but is certainly appreciated. If attribution is given, it may be provided as "Music by Jim Kulakowski" or, "Score by Jim Kulakowski", where applicable - in app credits, DVD credits, toy/product packaging, etc.

9) PERFORMANCE ROYALTIES: **MUSIC** will be filed and registered with Broadcasting Music Inc. (BMI), and public performance royalties will be due where applicable. Examples of applicable instances are as follows: Plays on terrestrial and satellite radio, usages on network and cable television, plays on internet radio, and plays on online music streaming services (Spotify, Pandora, etc.). **LICENSEE** must file a cue sheet with the broadcasting channel in which **MUSIC** is being aired. The completed cue sheet must also be returned to the **LICENSOR** within 10 days April 3rd, 2015 the date the **MUSIC** is broadcast.

Affiliation: Broadcast Music Inc. (BMI)

Composer: JAMES M KULAKOWSKI

CAE/IPI #: 496271128

For more information on filing cue sheets and a template, please visit: http://www.bmi.com/creators/detail/what_is_a_cue_sheet

10) DELIVERY: **LICENSOR** agrees to deliver to **LICENSEE** completed **MUSIC** in a high quality and useful format: 16-bit 44.1 kHz Wave and 320 kbps Mp3.

11) PAYMENT: In consideration of this license, **LICENSEE** agrees to pay **LICENSOR** a total license fee of \$_(License_fee_featured_on_http://jimkulakowski.com)_. If **LICENSEE** has not yet completed payment in full, additional payments may be made via Paypal to jimkmusician@gmail.com. Please, reach out to me via the aforementioned address for other methods of payment.

12) LIMITATION OF LIABILITY: **LICENSOR** makes no warranty or representation, express or implied, except that he warrants that he has the right to grant this license. The total liability of **LICENSOR** under this agreement shall be limited to the **Fee** paid hereunder by **LICENSEE** to **LICENSOR** for the license. **LICENSEE** hereby agrees that this license is granted without any other warranty or recourse.

13) TAXES: License Fees are exclusive of any applicable sales, use, withholding or other transactional taxes, which are the sole responsibility of the **LICENSEE**.

Questions or concerns regarding this license may be addressed to:

ATTN: **Jim Kulakowski**

EMAIL: jimkmusician@gmail.com

WEB: <http://jimkulakowski.com>

PHONE: 315-308-1649

NOTE: Thank you so much for your purchase! I hope the inclusion of my music in your product(s) truly enhances the joy and excitement experienced by your users. I greatly appreciate your business and would love to hear about the progress you are making. Please, feel free to share your experiences with me!

Jim Kulakowski

Composer/Sound Designer

<http://jimkulakowski.com>