

- NON-EXCLUSIVE MUSIC LICENSE AGREEMENT -

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

Selected Soundtrack(s)

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 the purpose of this agreement, **NEW MEDIA** is defined as: any new product in which **MUSIC** is embedded, in part, or in whole. **LICENSEE** may embed up to **1 million** copies of **MUSIC** within **NEW MEDIA** that generates revenue for itself and it's business partners. **LICENSEE** may embed **UNLIMITED** copies of **MUSIC** within **NEW MEDIA** that does not generate revenue for itself and it's business partners.

Examples of **NEW MEDIA** include, but are not limited to DVDs, e-learning tools, free mobile apps, revenue generating mobile apps, multimedia CD-ROMs, podcasts, slideshows, social media video, streaming video, student films, toys, video games, Vimeo videos, website background music, wedding videos, Youtube videos.

4) USAGE LIMITATIONS: **LICENSEE** may not sell, resell, re-license, sub-license or give away **MUSIC** by itself, without being incorporated into a new product. More specifically, **LICENSEE** may not Selected Soundtrack(s) musical soundtracks without a specific "mechanical" license, which may be negotiated by contacting the **LICENSOR** (Contact information listed below).

This license does not include usage rights for feature film use, internet/online advertisements, radio/television advertisements, television broadcasts, or any other form of advertisement. Additionally, mobile apps/games being provided under the "freemium" model (apps/games that generate revenue for LICENSEE via in-app purchases and advertisements) are limited to 1 million copies.

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 regarding the **MUSIC**. **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 in other music licensing libraries for incorporation with other media.

8) ATTRIBUTION: Written credit must 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 from the DATE the **MUSIC** is broadcast. For more information, 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**.