
- COMMERCIAL USE MUSIC LICENSE -

This license agreement is made and entered into, on or after DATE, by and between JAMES M. KULAKOWSKI, the 'LICENSOR', and You, the 'LICENSEE', bound to the following Sound Recordings, hereafter referred to as 'MUSIC':

(Chosen Soundtrack[s])

NOW, THEREFORE, in consideration of the mutual premises set forth herein the parties hereto agree as follows:

1. Sound Recording License: LICENSOR hereby grants LICENSEE a limited, nonexclusive worldwide license to reproduce, incorporate and use part or all of the Sound Recordings in any work produced by or for LICENSEE, including but not limited to websites; motion pictures; television programs; video, computer or other games; audio books, e books and enhanced e books; mobile apps; and advertising and promotional materials for any works of LICENSEE, and to market, distribute, display and exhibit such works incorporating the Sound Recordings in all media and formats now known or hereafter discovered, in all languages, and in all markets and channels of distribution throughout the world.

2. Music License: LICENSOR hereby grants LICENSEE a limited, nonexclusive license to reproduce, incorporate and use part or all of the MUSIC in synchronization with visual images or other content in any work produced by or for Licensee, including but not limited to websites; motion pictures; television programs; video, computer or other games; audio books, e books and enhanced e books; mobile apps; and advertising and promotional materials for any works of Licensee, and to market, distribute, display and exhibit such works incorporating the MUSIC in synchronization with other content in all media and formats now known or hereafter discovered, in all languages, and in all markets and channels of distribution throughout the world, including the right to translate the lyrics of the MUSIC into languages other than English for any such use.

3. No Mechanical License: The license granted hereunder does not include any mechanical rights, and LICENSEE may not record, produce, or distribute the MUSIC in stand-alone form, without synchronization with other content, in any format, including but not limited to audio-only CDs, digital downloads, ringtones or any other uses in which the MUSIC is not synchronized with other content. LICENSEE may not incorporate or distribute the MUSIC in videos or other forms of media where the MUSIC is the main feature (incorporating the MUSIC with it's title and a still or moving background image, then uploading the compiled video to Youtube, Vimeo, or any other online media site is strictly prohibited). All mechanical rights are expressly reserved by LICENSOR.

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.

4. Broadcast Uses. If the MUSIC is incorporated and included in any work that is to be broadcast on radio or television, LICENSEE will provide cue sheet information to LICENSOR in accordance with the directions provided by LICENSOR in order to enable LICENSOR to file the cue sheet with BMI to collect performance royalties. LICENSEE will provide the LICENSOR with the completed cue sheet no later than 10 days from the date the

MUSIC is broadcast.

Affiliation: Broadcast Music Inc. (BMI)

Composer: JAMES M KULAKOWSKI

CAE/IPI #: 496271128

For information on cue sheets and a template, please visit:

http://www.bmi.com/creators/detail/what_is_a_cue_sheet

5. Compensation. LICENSEE shall pay to Licensor a fee of \$(License fee featured on <http://jimkulakowski.com/store> receipt) for use of the Sound Recordings and the MUSIC in accordance with the terms hereunder. The compensation herein shall constitute full and complete compensation for the license. In providing the LICENSOR with the fee outlined herein, and by incorporating and/or syncing the Sound Recordings and MUSIC within it's products, the LICENSEE agrees to be bound to the terms of the agreement hereunder.

6. Term of License: The term of the license granted hereunder shall begin upon delivery of the completed Sound Recording and MUSIC to LICENSEE and shall continue for as long as LICENSEE produces, broadcasts, exhibits or distributes any work of LICENSEE which contains the corresponding Sound Recording and/or MUSIC, subject to the payment by LICENSEE of the royalty and any other amount required to be paid with respect to such Sound Recording or MUSIC hereunder.

7. Ownership: Subject to the license granted herein, LICENSOR will be and remain the sole and exclusive owner of all right, title and interest, including the copyright and all other rights, in and to the Sound Recordings and the MUSIC. LICENSEE will not apply for any copyright registration for the Sound Recordings or MUSIC. LICENSOR reserves the right to license the Sound Recordings and Music to third parties, subject to the nonexclusive license granted hereunder. Except for the Sound Recordings and MUSIC licensed hereunder, LICENSOR shall not own or acquire any right, title or interest in or to any works or productions of LICENSEE which incorporate any Sound Recording or MUSIC, and all rights in and to such works and productions shall remain solely with LICENSEE.

8. Delivery: LICENSOR shall deliver the Sound Recordings and MUSIC to the LICENSEE in a high quality and useful format, including but not limited to a sixteen bit audio wave and a three hundred twenty bit mp3.

9. Representations and Warranties: LICENSOR represents and warrants that: (i) LICENSOR is the sole creator of the Sound Recordings and the MUSIC and the sole owner of all copyrights therein, or has obtained work made for hire agreements or written assignments of copyright in favor of LICENSOR from any party other than an employee of LICENSOR engaged by LICENSOR to assist in the creation and production of the Sound Recordings and the MUSIC; (ii) the Sound Recordings and the MUSIC are original, are not copied from any other source and do not infringe on any copyright of any other party; (iii) the creation, production and delivery of the Sound Recordings and MUSIC do not violate any employment, non-compete, confidentiality or other agreement or restriction to which LICENSOR is subject. LICENSOR makes no other representations or warranties with respect to the Sound Recordings or the MUSIC. LICENSOR shall indemnify and hold harmless LICENSEE and its shareholders, directors, officers, employees, contractors, agents, assigns, distributors and retailers from and against any judgments, damages, settlements, losses, costs or expenses (including reasonable attorneys' fees and court costs) incurred as a result of or arising out of any claim, demand or action based on the breach of any of the foregoing representations and warranties, provided that LICENSOR's total indemnification obligation hereunder shall not exceed the total amount of compensation paid to LICENSOR for the Sound Recording or MUSIC which is the subject of any such claim,

demand or action. The representations and warranties made by LICENSOR shall not apply to any works or materials provided by LICENSEE for inclusion in the Sound Recordings or the MUSIC.

10. Credit: LICENSEE shall include a credit for LICENSOR in the form of "Music by Jim Kulakowski" in any work or product of LICENSEE (including any packaging for any such work or product) in which any other production member for such work or product (producer, director, designer, writer, etc.) is awarded credit.

11. Entire Agreement; Amendment: This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes any other discussions, negotiations or agreements, whether oral or written on the same subject matter. This Agreement may be amended only by a written instrument signed by both parties.