

MASTER TRACK LICENSE

THIS AGREEMENT is made and entered into as of this _____ day of _____, 20____ by and between _____ (hereinafter referred to as "Licensee") and _____ (hereinafter referred to as "Licensor").

It is the desire of Licensee to use that certain master recording (hereinafter referred to as the "Master") embodying the performance of _____ (hereinafter referred to as the "Artist") of the musical composition " _____ " (hereinafter referred to as the "Composition") in episodes of a _____ (hereinafter referred to as the "Program").

1. In consideration of the mutual covenants set forth herein, Licensor hereby grants to Licensee, its successors in interest, assigns and licensees the non-exclusive, irrevocable right to record, dub and synchronize the Master in whole or in part into and with the Program, advertisements and trailers thereof, and to exhibit distribute, exploit, market and perform each Master embodied within the Program, to be used in connection with audio-visual contrivances such as video cassettes, video tapes, video records and similar compact audio-visual devices whether now known or hereafter developed (hereinafter referred to as "Videograms"). Such rights pursuant to this paragraph 1 (b), include:

(i) the right to utilize such Videograms for any of the purposes, uses and performances hereinabove set forth;

(ii) the right to sell, lease, license or otherwise make such Videograms available to the public as a device intended primarily for "home use" (as such term is commonly understood in the phonograph record industry).

2. In full consideration of the rights herein granted to Licensee, Licensee agrees to pay to Licensor the sum of _____ (\$ _____) Dollars for the Master licensed hereunder, which sum shall be payable within ten (10) days of first use by Licensee of the Master in the Videograms. Said _____ (\$ _____) Dollars shall represent payment in full for the right to distribute or license the distribution worldwide of up to Ten Thousand (10,000) Videograms of the Program. Licensee shall have the right to distribute or license the distribution of such Videograms in unlimited quantities, worldwide, subject to additional payment to Licensor of _____ (\$ _____) Dollars for each additional Ten Thousand (10,000 units (or fraction thereof) distributed above the initial Ten Thousand (10,000) units. Each such additional _____ (\$ _____) Dollars payment shall be paid to Licensor not later than the end of the semi annual period (June 30 and December 31) following the month during which the first unit of said additional Ten Thousand (10,000) units (or fraction thereof) were distributed in accordance with the terms hereof.

3. Licensor represents and warrants that it has obtained any approvals and permissions required from the Artist (or any other parties) and to pay to Artist (or any other such parties) any fees (other than union "re-use" fees), if applicable, with respect thereto.

4. Licensee agrees to obtain the appropriate license from the owner or controller of the Composition embodied in the Master and pays all fees with respect thereto.

5. Licensee agrees to make any and all payments to musicians, vocalists and any other parties (other than Artist) whose performances are included in the Master, if such payments are required under the American Federation of Musicians Labor Agreement and/or any other applicable union or guild agreements in connection with the so-called "re-use" of the Master. Subject to availability, Licensor shall promptly provide Licensee with all necessary information to enable Licensee to make such payments, including without limitation the names, addresses, social security numbers and union local numbers of such performers.

6. Nothing herein contained shall be deemed to obligate Licensee to use the Master, or to produce, exhibit, exploit or broadcast the Program, and Licensee shall have fulfilled its entire obligation by payment of the sum provided in paragraph 2.

7. In the event each or any Master is used within the Program:

(a) Licensee agrees to include a written announcement as to the title of the Composition and the name of the Artist and Licensor just prior to the use of the Master within the Program.

(b) Licensee agrees to further include a visual courtesy screen credit at the conclusion of the Master use within each Program and all Videogram copies indicating the title of the Composition, the Artist and Licensor's name, to appear substantially in the following manner:

(c) Any casual, inadvertent, unavoidable or unintentional failure to give such credit, due to exigencies of time or otherwise, shall not be deemed a breach hereof. Licensee shall not be liable for the acts or omissions of third persons in such connection.

8. Licensor agrees to supply Licensee, at Licensee's request, with a suitable first-rate tape copy of the Master licensed hereunder, and Licensee agrees to pay Licensor's actual costs incurred in connection with the duplication and delivery of such tape copy.

9. Subject to Licensor's ability to obtain approval from its Artist, the parties hereto, upon Licensee's request, agree to negotiate in good faith in the event that Licensee elects to exploit the Program containing the Master by any means other than the use for which the license is provided herein, including but not limited to free TV, pay TV, subscription TV, CATV and cable TV.

10. Notwithstanding anything to the contrary expressed or implied above, this license shall specifically exclude so-called soundtrack album or any other record rights.

11. Licensor hereby grants to Licensee the non-exclusive, worldwide right to use the Master in the exhibition of the Program on any commercial carriers such as airlines, ships and trains. Licensor further grants to Licensee the non-exclusive right to use the Master in connection with the Program in traditional non-theatrical markets such as educational, religious or charitable organizations, armed forces, clubs, libraries and film festivals.

12. Licensor warrants that Licensor is the exclusive owner or controller of the Master and that Licensor has the right to enter into this agreement and to grant to Licensee each and every right granted to Licensee herein.

13. Each party (the "Indemnitor") agrees to indemnify the other party (the "Indemnitee") and undertakes to hold the Indemnitee, its successors in interest, assigns, licensees, affiliates, officers, employees and agents harmless from all claims, actions, damages, liabilities, losses, costs and/or expenses, including reasonable attorneys' fees, resulting from any breach or claim of breach by the Indemnitor of any of the representations, warranties and agreements made herein by the Indemnitor. Such Indemnitee shall send written notice to the Indemnitor of any such claim and the Indemnitor shall have the right to participate in the defense of any such claim, at the sole expense of the Indemnitor. The Indemnitee shall not settle any such claim without receiving the prior written consent of the Indemnitor. Such written consent shall not be unreasonably withheld.

14. All notices hereunder shall be in writing and shall be addressed to Licensee and to Licensor at the addresses given on the first page hereof, until Licensee or Licensor shall give the other written notice of new addresses. Copies of all notices to Licensee will be sent to _____

_____. All notices shall be sent either by certified or registered mail, return receipt requested, postage prepaid, or by telegram, charges prepaid. Service of any such written notice shall be deemed to have been effected as of the date of deposit in the mail or the date of deposit in the telegraph office, as the case may be.

15. Licensee may freely transfer and assign this license or all or any of its rights hereunder; this license shall inure to the benefit of Licensee, its successors in interest, assigns and licensees. No assignment unless consented to by Licensor, shall relieve Licensee from liability for the performance of all the terms and conditions as set forth hereinabove.

16. This agreement constitutes the entire agreement between Licensee and Licensors and cannot be altered, modified, amended or waived, in whole or in part, except by a written instrument signed by the parties sought to be bound. Should any provision of this agreement be held to be void, invalid or inoperative, such decision shall not affect any other provision hereof, and the remainder of this agreement shall be effective as though such void, invalid or inoperative provision had not been contained herein. This agreement shall be governed by and construed in accordance with the laws of the State of _____.

17. In no event shall Producer have fewer rights than a member of the public would have in the absence of this agreement.

If the foregoing correctly reflects the mutual understanding between the parties hereto, please so indicate by signing below.

LICENSEE

LICENSOR

DATE

DATE