

# MUSIC LICENSE AGREEMENT

## MUSIC LICENSE AGREEMENT

This license agreement (hereafter referred to as the "AGREEMENT") is made between the \_\_\_\_\_ (hereafter referred to as the "LICENSEE") and the copyright owner(s) \_\_\_\_\_ (hereafter referred to as the "LICENSOR"), in regards to the musical composition embodied in the \_\_\_\_\_ mobile application (hereafter referred to as the "Work") on the date of the signing of this agreement set forth below.

### GUARANTEE

LICENSOR guarantees that it owns and controls the rights represented herein with respect to the recordings and the musical compositions in the Work and has and will hold throughout the TERRITORY and during the DURATION the above listed rights to exploit the Work as contemplated herein. LICENSOR shall indemnify and hold the LICENSEE harmless from any and all claims, liabilities and costs, losses, damages or expenses (including attorney's fees) arising out of any breach, allegation, claim or failure of any covenants or warranties made by the LICENSOR herein.

### GENERAL TERMS

The mechanical, synchronization, and performance rights granted to the LICENSEE within the AGREEMENT include (1) right to re-record, duplicate and release the Work as part of a production in whatever medium(s) necessary (i.e. video tape, film, CD-ROM, DVD). If the music is used in software such as a video game application or other software product, the music will be "embedded" with the intention that the end user of the software or video game is unable to extract or use the music on its own; (2) right to use the music as a soundtrack "sync'd" with visual images as part of a production; and (3) right to use the music as part of the public viewing or broadcast of a production (including but not limited to TV shows, videos, DVDs, Web Sites, podcasts, multimedia presentations, and films). The LICENSOR grants LICENSEE an exclusive perpetual license to use the Work herein.

### RIGHTS NOT INCLUDED IN THIS AGREEMENT

The rights granted to the LICENSEE do not permit the LICENSEE to (1) claim authorship of the music represented under this AGREEMENT; (2) transfer, share or sub-lease this license agreement with any other party; (3) copy or duplicate the Work except for use in the LICENSEE'S productions; (4) permit any other individual or third party the right to use the Work in place of the LICENSEE; (5) resell, trade, or exploit for profit the Work contained herein outright or as part of other music and/or audio-related collections, in part or in whole, to any other individual or party

(although the music can be sold as part of the production, which is a clear and distinct product from Work itself.)

#### **TERRITORY**

The territory of this contract is the entire universe.

#### **CREDITS**

The LICENSEE is not required to credit the Work to the composer, publisher, or LICENSOR in the LICENSEE's productions (in liner notes, rolling credits, verbal acknowledgment, etc.)

#### **DATES**

The term of the contract is effective on **THE DATE SIGNED BELOW**.

#### **FEES**

The LICENSEE agrees to pay the LICENSOR a one-time fee of \_\_\_\_\_. The LICENSEE will not owe any future additional royalties or fees to the LICENSOR for future use of the Work within the terms of this AGREEMENT.

**THIS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES HEREIN.**

**Licensor**

\_\_\_\_\_  
\_\_\_\_\_

**Licensee**

\_\_\_\_\_  
\_\_\_\_\_

