

#200X-SAMPLE-E

THIS LICENSE AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this _____ day of _____, 2008 by and between Shadowville Inc. (hereinafter referred to as the "Licensor"), whose address is _____, and _____ (hereinafter referred to as the "Licensee") ("Licensor" and "Licensee" shall collectively be referred to as the "Parties").

WITNESSETH

WHEREAREAS, Licensee is an individual associated with recording, distributing, selling, marketing, and reproducing musical works that allows him or his affiliates to create songs or productions that may include the mechanical rights, performance rights, and synchronization rights of music; and

WHEREAREAS, _____ (hereinafter referred to as the "Songwriter") is the owner and copyright holder of certain Master Recording(s) entitled "_____", current working title _____, (hereinafter referred to as the "Composition"); and

WHEREAREAS, Licensor is the legally authorized agent of Songwriter and has the full right to transfer the rights or grant the licenses of the copyrights of certain Master Recordings owned by Songwriter, and has the full authority to execute the terms contained within this Agreement, under the expressed consent of Songwriter.

NOW, THEREFORE, for and in consideration Licensee to pay a license fee in the sum of _____ US Dollars, receipt of which is hereby acknowledged, and of the mutual promises made by the Parties, it is agreed as follows:

0.1. **"Territory"** shall mean the world.

1. **Grant of Mechanical Rights.** Licensor hereby grants to Licensee the exclusive, irrevocable right, license, privilege and authority to use the Master Recording(s) of Licensed Composition partly or in its entirety and substantially in its original form in the recording, manufacture, and distribution of phonograph records, cassette tapes, compact disks, other and miscellaneous audio and digital recordings, and any lifts and versions thereof (collectively, the "Recordings" and individually, a "Recording"), in the Territory for the Term, in any and all languages, as well as in advertising, publicity, and promotion of the Recordings. Licensor authorizes Licensee to use or cause to be used the aforesaid musical arrangements contained in the Licensed Composition in conjunction with the Recording in any manner. Licensee deems fit, including, but not limited to, the purpose of advertising and exploiting the Recording and the right to license and distribute the aforesaid musical arrangements in conjunction with Recordings throughout the Territory and any medium or forum, whether now known or hereinafter created.

2. **Grant of Performance Rights.** Licensor hereby grants to Licensee the exclusive, irrevocable right, license, privilege and authority to use the Master Recording(s) of Licensed Composition partly or in its entirety and substantially in its original form in live shows, staged concerts, and transmissions by means of any device or process including radio broadcasts, jukebox broadcasts and such reasonable variations, television and internet broadcasts in the form of music videos or publicity performances/interviews and such reasonable variations, in a place open to the public or at any place where a substantial number of persons outside a normal circle of a family and its social acquaintances is gathered (collectively, the "Performances" and individually, a "Performance"), in the Territory for the Term, in any and all languages, as well as in advertising, publicity, and promotion of the Recordings. Licensor authorizes Licensee to use or cause to be used the aforesaid musical arrangements contained in the Licensed Composition in conjunction with the Performance in any manner. Licensee deems fit, including, but not limited to, the purpose of advertising and exploiting the Performance and the right to license and distribute the aforesaid musical arrangements in conjunction with Performances throughout the Territory and any medium or forum, whether now known or hereinafter created.

3. **Grant of Synchronization Rights.** Licensor hereby grants to Licensee the exclusive, irrevocable right, license, privilege and authority to copy, perform, edit and/or loop portions of, record on film, video, digital animations, or video games (collectively, the "Project" and individually, a "Project") and use the Licensed Composition in synchronization or timed relation with the productions in the Project in the Territory for the Term and any medium or forum, whether now known or hereinafter created. Licensor authorizes Licensee to use or cause to be used the aforesaid musical arrangements contained in the Licensed Composition in conjunction with the Project in any manner. Licensee deems fit, including, but not limited to, the purpose of advertising and exploiting the Project and the right to license and distribute the aforesaid musical arrangements in conjunction with Projects throughout the Territory and any medium or forum, whether now known or hereinafter created.

4. **Publicity.** Licensee shall have the right to publish, advertise, announce and use in any manner or medium, the name, sobriquet, biography and photographs or other likenesses of Licensor in connection with any exercise by Licensee of its rights hereunder. Furthermore, Licensor grants to Licensee the perpetual but not exclusive right to use, and to license others to use reproductions of Licensor's physical likeness and/or voice for the purpose of advertising and exploiting any work embodying the Recordings, Performances, or Projects and the right to use any of the rights herein granted for commercial advertising or publicity (including endorsements) in connection with any product, commodity or service manufactured, distributed or offered by Licensee in connection with the Recordings, Performances, or Projects.

5. **Term.** The license granted in this Agreement shall be for a term of thirty-five (35) years commencing _____, and ending _____ ("Term").

6. **Consideration.** In consideration for granting the foregoing Mechanical Rights, Performance Rights, and Synchronization Rights to Licensee, as a license fee for all rights granted and licensed pursuant to this Agreement, Licensee shall pay to Licensor the sum of _____ US Dollars and other good and valuable consideration, payable to "Shadowville Inc", receipt of which is hereby acknowledged. No further amounts shall be payable by Licensee to Licensor in connection with the licenses granted hereunder. If the Licensee fails to account to the Licensor, timely complete the payments provided for hereunder, or perform its other obligations hereunder, the Licensor shall have the right to terminate this License upon written notice to the Licensee. Such termination shall render Recordings, Performances, or Projects for which monies have not been paid subject to and actionable as infringements under applicable law, including, without limitation, the United States Copyright Act, as amended.

7. **Documentation.** In addition to the payment provided for hereunder, the Licensee shall deliver to the Licensor, free of charge, one (1) complete copy of each phonograph record, cassette tape, compact disk and/or other audio recording (including liner notes, artwork and other graphics) within ninety (90) days after the completion of the initial Recordings and Projects thereof manufactured hereunder documentation purposes.

8. **Credit.** Licensee shall use best efforts to credit the Licensor and Songwriter, and shall acknowledge the original authorship of the Composition appropriately and reasonably in all media and performance formats under the name "_____ of Shadowville Productions" in writing where possible and vocally otherwise. Subject to the foregoing, all other characteristics of such credit or any other credit shall be determined by Licensee in its sole discretion. Neither casual or inadvertent failure by Licensee to comply with the credit requirements set forth above, nor any failure by third parties to so comply, shall constitute a breach of this Agreement by Licensee.

9. **Delivery Requirements.** Licensor shall deliver a CD or DAT mix of the Licensed Compositions to Licensee within twenty-one (21) business days from the date of the signing of this agreement.

10. **Derivative Works.** The Composition does not embody/embodies sampled musical compositions from a third party and is/is not based upon pre-existing compositions which may/does not require royalties, compensation, or credit. Permission clearance for use of the sample is the sole duty of the licensor.

11. **Representations and Warranties.** Licensor represents and warrants that: (i) Licensor is the legally authorized agent of Songwriter under the expressed consent of Songwriter; (ii) Licensor has the full

right and authority to enter into this Agreement under the expressed consent of Songwriter; (iii) Songwriters exclusively own or controls all copyright in and to the Licensed Composition and that Licensor controls all other rights necessary to enter into and to fully perform this Agreement, and that no further consents or releases from any person(s), or of any third person or entity are or will be required; (iv) Accordingly, through the agency of Licensor, Songwriter shall relinquish any rights transferred or granted to the Licensee under this Agreement, under the expressed consent of the Songwriter; (v) Licensee's use of the Licensed Compositions and the inclusion of the same in the Recording, Performance, or Project will not violate any rights of any kind or nature whatsoever, including but not limited to, copyright, trademark, patent or other intellectual property rights, of any person, firm, corporation, association, society or other entity; (vi) in the case that third party consents are necessary but subject to Paragraph 10 herein, Licensor will obtain in writing all requisite consents and permissions of labor organizations, the copyright owners, and the Songwriter (if applicable) whose musical arrangements are embodied in the Licensed Compositions and that the Licensor will pay all re-use payments, fees, royalties and other sums required to be paid for such consents and permission, in connection with Licensee's use of the musical arrangements embodied in the Licensed Compositions.

12. **Prior Agreements.** Licensor will no longer grant additional exclusive or non-exclusive licenses covering the rights set forth in Paragraphs 1, 2, and 3 for the same Licensed Composition. Licensee shall acknowledge the existence and validity of any and all prior non-exclusive licenses for the same Licensed Composition granted to third parties by Licensor. This Agreement shall not terminate such non-exclusive license Agreements, nor infringe upon or be infringed by the rights granted in such non-exclusive licenses. Such non-exclusive licenses are valid only if they are drafted, dated, signed, and executed prior to the date first mentioned in this Agreement.

13. **Indemnification.** (i) Subject to Paragraph 10 herein, Licensor shall be liable for and shall indemnify, defend and hold harmless Licensee and Licensee's employees, trustees, officers, directors, shareholders, distributors, agents, affiliates and independent contractors from and against any and all claims, causes of action, loss, cost, property damage or injury in anyway arising from or related to the alleged infringement of copyright or any other intellectual property rights granted by Licensor to Licensee utilized by Licensee in Recording, Performance, or Project; (ii) Licensor shall hold no responsibility to Licensee's vocal synchronization or foreign sounds to be embodied into the original Licensed Composition; (iii) Accordingly, Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, losses, damages, costs, and expenses, including, without limitation, reasonable attorneys' fees, arising out of or resulting from a claimed breach of any of Licensee's representations, warranties or agreements hereunder; (iv) Accordingly, Licensor agrees to indemnify and hold Licensee harmless from and against any and all claims, losses, damages, costs, and expenses, including, without limitation, reasonable attorneys' fees, arising out of or resulting from a claimed breach of any of Licensor's representations, warranties or agreements hereunder.

14 **Miscellaneous.**

(a) **Limitations of Agreement.** The relationship of Licensee and Licensor hereunder is limited to the respective rights and obligations of the Parties specifically provided herein. Notwithstanding any provision of this Agreement to the contrary, nothing herein shall be construed to create a partnership or joint venture between the parties, to authorize either Party to act as agent for the other, to permit either party to undertake any agreement for the other, or to use the name or identifying mark of the other, all except as it is specifically provided herein. Neither Party shall be construed for any purpose to be an employee subject to the control and direction of the other.

(b) **Assignment.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Licensee and Licensor. Neither party shall assign any rights or obligations under this Agreement without the express written authorization of the other Party.

(c) **Notices.** Any notice, request, demand, waiver, approval or other communication which is required or permitted to be given hereunder shall be in writing and shall be deemed given if delivered personally or sent by telegram or telecopy (with transmission confirmed) or by certified or registered mail, return receipts required with postage prepaid, or by Federal Express or an equivalent overnight delivery service, addressed to the parties at their respective addresses as either Party may designate in writing to the other. Such notice, request, demand, waiver, consent, approval or other communication shall be deemed to

have been given as of the date so delivered, telegraphed, or telecopied, or on the fifth day after deposit in the United States mail or on the second day after deposit with Federal Express or an equivalent overnight delivery service.

(d) *Governing Law.* This agreement shall be governed by and construed in accordance with the laws of the state of New York, without giving effect to its principles or conflicts of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction. Any dispute arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts of New York. Any process in any action or proceeding arising out of or in connection with this agreement may, among other methods, be served by delivering or mailing the same by registered or certified mail, directed to the other Party at the address first written above. Any such delivery or mail service shall be deemed to have the same effect as personal service within the State of New York.

(e) *Titles & Headings.* Titles and headings to articles, sections, or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of this Agreement.

(f) *Severability.* The provisions of this Agreement shall be severable, and if any provision of this Agreement is held to be invalid or unenforceable, it shall be construed to have the broadest interpretation, which would render it valid and enforceable.

(g) *Counterparts.* This Agreement may be executed in one or more counterpart copies, each of which shall be deemed an original and all of which shall together be deemed to constitute one agreement.

(h) *Interpretation.* Each Party acknowledges it has participated in the negotiation and preparation of this Agreement, and has reviewed this Agreement and had the opportunity to consult with its counsel and accountants with respect to its terms. Therefore, each Party agrees that the rule of construction to the effect that any ambiguities in a document shall be interpreted against the drafting Party, will not be utilized in the interpretation, construction, or enforcement of this Agreement, and no consideration shall be given to the issue of which Party hereto actually prepared, drafted or requested any term or condition of this Agreement or any Exhibit or other instrument subject hereto.

(i) *Amendments.* No amendments modifications or waivers to this Agreement shall be valid unless in writing and signed by all parties to the Agreement.

(j) *Transferability.* This agreement is non-transferable. In the event the Licensee desires to transfer the rights of the Licensed Composition contained herein, Licensor shall negotiate with Licensee in good faith towards the mutual goal of transferring this license.

(k) *Entire Agreement.* This Agreement constitutes the entire agreement between Licensee and Licensor with respect to the services provided hereunder. This Agreement supersedes all prior agreements, proposals, representations, statements or understandings, whether written or oral, concerning the services or the rights and obligations relating to those services, except in under the terms described in Paragraph 12. This Agreement shall not be contradicted, explained or supplemented by any written or oral statements, proposals, representations, advertisements or service descriptions not expressly set forth in this Agreement.

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first written below.

<p>[Shadowville Inc.]</p> <p>By: _____ Authorized Officer</p> <p>SAMPLE SIGNATURE</p> <p>Date:</p>	<p>[Client]</p> <p>By: _____ Authorized Officer</p> <p>Name & Title:</p> <p>Date:</p>
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