

SYNCHRONIZATION, PERFORMANCE AND MASTER USE LICENSE

The following, together with the Standard License Terms attached hereto and made a part hereof as Schedule "A," constitutes the agreement ("Agreement") between Licensor and Licensee (defined on the signature lines below) with respect to the following music usage:

- i. Composition(s)/
Master(s): _____
- ii. Artist: _____
- iii. Writer(s) (PRO): _____
- iv. Master Owner (%): _____
- iii. Publisher(s) (PRO)
(%): _____
- iv. Production/Episode: _____
- v. Production Type: _____
- vi. Release Date: _____
- vii. Usage & Timing: _____

Usage types are "visual vocal" or "visual instrumental" (used when the music is audible to the characters in the program), "background vocal" or instrumental (used when the music functions as underscore), or "theme" (used when the music is used in the opening/title or end credits). Timing refers to the actual duration of use for the music, i.e. mins:secs.

Terms:

Fee: \$ _____ CAD + HST (HST#: _____)
Territory: _____ (100%)
Term: _____
Option(s): _____

Rights: (All Rights shall be as defined in the Standard License Terms)

Media: _____
Promotions: _____

Territory refers to the regions in which the licensee is granted the right to use the music, for example: Province of Ontario-only, Canada-only, world, world excluding USA, universe. Term refers to the duration for which the rights are granted, for example: 13 weeks, one year, perpetuity, etc. Option(s) refers to additional rights that may be exercised at the licensee's election for additional fees, such as extended terms of use, additional promotional rights, etc.

Media refers to the media in which the music, as synchronized with the production, may be used, for example: all media now known or hereinafter devised (all media NKHD), all TV, Internet, streaming video on demand (SVOD), etc. Promotions refers to the use of the music in advertising and promotions related to the production. Licensor should specify that any promotional rights are granted on an in-context only basis. Should the licensee also wish to use the music out-of-context, this should be specified. In such cases, it is appropriate for the Licensor to charge additional fee(s) above and beyond any fee for the in-show usage of the music.

AGREED TO AND ACCEPTED

[Production Co. Name]
("Licensee")

By: _____
An Authorized Signatory

Licensee Address

[Licensor Name(s)]
("Licensor")

By: _____
An Authorized Signatory

Licensor Address

Schedule "A"
Standard License Terms
(Synchronization, Performance and Master Use License)

1. Definitions. The following definitions govern the definition of such terms as used herein and on page 1.
 - (a) Media Definitions:
 - i. "Internet" means publicly accessible worldwide system of interconnected computer networks.
 - ii. "Free and Basic Cable" means television broadcast networks, local television broadcast stations, and via websites and/or wireless service providers that furnish such broadcast without charge to the viewer and which are received by and exhibited on a television broadcast receiver or other similar viewing device and/or cable television systems and facilities, including streaming media, now known or hereafter devised, whether such programming is transmitted via wires, wireless, cable, satellite, mobile, Internet, or any other communication channel, for which members of the public may pay for the transmission service provided by the cable system, ISP, or mobile service provider, but do not otherwise pay a premium for the programming transmitted by such cable system, ISP, or mobile service provider.
 - iii. "All TV" means all forms of television now known or hereafter devised, via any means of transmission or method of distribution whether now known or hereafter devised (whether via electronic, cable, Internet, fiber optic, phone line, power line, wireless, iptv transport, or other technology), to any type of television or video receiver, personal computer, wireless device, or any other viewing device, stationary or portable, handheld or otherwise, including, without limitation, by means of network, local stations, DSL, broadband, high definition, "Free and Basic Cable", "pay television", "pay-per-view television", "subscription television", "CATV", "closed circuit into homes television", Internet, wireless, podcast and/or streaming.
 - iv. "Audiovisual Devices" all forms of audiovisual storage and viewing devices now known or hereafter devised, including, but not limited to, videocassettes, videodiscs, Internet, wireless, podcast, mobile, streaming and downloading.
 - v. "Mobile Devices" means all forms of mobile and wireless communications devices now known or hereafter devised for which making phone calls is the primary use and that allow for the distribution of content via over-the-air download or streaming and embedded distribution. "Mobile Devices" do not include desktop or laptop personal computers that have wireless capabilities (i.e., the ability to connect to the World Wide Web using a wireless modem).
 - vi. "Non-Theatrical" means common carriers such as commercial airlines, trains, ships and buses, as well as in educational, religious and penal institutions, health care facilities, libraries, museums, hospitals, military bases, oil rigs, marine and industrial installations, clubs, bars, restaurants and similar "non-theatrical" venues where there is typically no direct charge for viewing imposed.
 - vii. "Theatrical" means motion picture theaters and other places of public entertainment where motion pictures are customarily exhibited.
 - viii. "All Media" means any and all media now known or hereafter devised including, without limitation, Theatrical, Non-Theatrical, All TV, the Internet, Mobile Devices and a buyout for Audiovisual Devices and any and all other platforms now known or hereafter devised.
 - ix. "All Media Excluding Only Theatrical" means any and all media now known or hereafter devised including, without limitation, Non-Theatrical, All TV, the Internet, Mobile Devices and a buyout for Audiovisual Devices and any and all other platforms now known or hereafter devised, but excluding only Theatrical.
 - (b) Promotions Definitions:
 - i. "In-Context Promotions" means all forms of in-context trailers, clips, advertisements, promotions, featurettes, making-of's, radio promotions, music videos and all other forms of publicity and other promotions for the Production in any and all media now known or hereafter devised.
 - ii. "Out-Of-Context Promotions" means all forms of out-of-context trailers, clips, advertisements, promotions, featurettes, making-of's, radio promotions, music videos and all other forms of publicity and other promotions for the Production in any and all media now known or hereafter devised.
2. Grant of Rights. Licensor hereby grants to Licensee the non-exclusive, irrevocable right (but not the obligation) ("Rights"), to use, synchronize and perform the Masters and Compositions in the Production for exploitation, exhibition and/or distribution of the Production by means of the media set forth on page 1 and defined above in Paragraph 1(a) ("Media") and in promotions as set forth on page 1 and defined above in Paragraph 1(b) ("Promotions").
3. Fee. In full consideration of the Rights granted herein, Licensee will pay to Licensor a license fee ("Fee") in the amount set forth on page 1 promptly following the later of execution and delivery hereof or the use of the Masters and Compositions in the Production as commercially released.

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Standard License Terms
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4. Performing Rights. The right to publicly perform the Composition in the exhibition of the Production and/or Promotions by means of the Media throughout the Territory is granted subject to the following:

(a) Public performance of the Composition in the exhibition of the Production and/or Promotions may be made by means of exhibitors having valid performance licenses therefor from the Society of Composers, Authors and Music Publishers of Canada ("SOCAN") or other applicable performing rights society, as the case may be; and

(b) Public performance of the Composition in the exhibition of the Production by means of exhibitors not licensed for television by SOCAN or other applicable performing rights society is subject to clearance of the performing rights either from Licensor, SOCAN or other applicable performing rights society, or from any other licensor acting for or on behalf of Licensor and in accordance with their customary practices and the payment of their customary fees. Licensor agrees that to the extent it controls said performing rights, Licensor shall negotiate a license with Licensee in good faith.

(c) It is agreed that clearance by performance rights societies in such portion of the Territory as is outside of Canada will be in accordance with customary practices and payment of customary fees for such Territory.

5. Warranties. Licensor hereby warrants that:

(a) Licensor has the right to enter into this Agreement and to grant to Licensee each and every right granted to Licensee herein, that it owns and controls the percentage set forth hereinabove of the right, title, and interest in and to the Master and Composition, that the use of the Master and Composition hereunder will not violate the rights of any third party, including any third parties whose musical material may be embodied in the Master and/or Composition, and that no additional payments shall be due for the rights granted herein (including, without limitation, download fees and mechanical reproduction fees), other than those specified in Paragraph 4, above.

(b) The Master and Composition are free from any unlicensed "sampled" or other pre-existing musical materials; that any and all "sampled" or other pre-existing musical materials contained in the Master and/or Composition have been cleared by Licensor with the owner(s) thereof for use in the Master and/or Composition, and that Licensee shall not be required to obtain any additional consents or pay any additional fees for the use of such "sampled" or other pre-existing musical materials contained in the Master and/or Composition.

6. Remedies. Provided Licensor has received payment of the Fee, Licensor's rights and remedies in the event of a breach or an alleged breach of this Agreement by Licensee shall be limited to Licensor's right, if any, to recover damages in an action at law and in no event shall Licensor be entitled by reason of any breach or alleged breach to enjoin, restrain, or seek to enjoin or restrain the distribution or other exploitation of the Production and any Promotions.

7. Notice. All notices hereunder shall be in writing and shall be given by personal delivery to an officer of Licensee or Licensor, or by mail at the address as either Licensee or Licensor may designate by notice to the other, and the date of such personal delivery or mailing shall be the time of the giving of such notice.

8. Cure. No failure by Licensee to perform any of its obligations hereunder shall be deemed a breach hereof, unless Licensor has given written notice of such failure to Licensee and Licensee does not cure such non-performance within five (5) days after receipt of such notice.

9. Promotional Copy. Licensee will provide Licensor with one copy of the Production containing the Score and Masters as mixed for either theatrical release or broadcast, for the Licensor's professional and private use only. It is agreed that such professional use may include extracting excerpts for the purpose of creating a promotional reel, as that term is generally understood in the film and television industry, but neither the copy of the Production nor any excerpts therefrom shall be used for any other purpose except with Licensee's prior written consent.

10. Whole Agreement. This Agreement constitutes the entire agreement between Licensor and Licensee with respect to the subject matter hereof and cannot be altered, modified, amended or waived except by a written instrument signed by the parties hereto. 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.

11. Assignees. Licensee shall have the right to assign this Agreement or any of its rights hereunder at any time to any person, firm or entity. This Agreement is binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

12. Indemnity. The parties hereby indemnify and hold each other harmless from all claims, demands, actions, liability, reasonable costs and expenses arising out of any breach or alleged breach of the respective representations and warranties and covenants made hereunder, provided however that in no event shall the total liability of Licensor pursuant to the foregoing indemnification exceed the consideration received by Licensor hereunder.

13. Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of _____.