



-- MASTER USE AND SYNCHRONIZATION LICENSE --

Composition title(s): _____
As recorded by: _____
Date recorded: _____
Licensee series: <b>EARTHOTERIC</b> <sup>®</sup>

This License Agreement (the "Agreement") sets forth the entire understanding between EARTHOTERIC LLC ("Licensee") and the undersigned Licensor ("Licensor"), with respect to Licensee's intended use of the composition(s) and sound recording master(s) identified above in Licensor's episodic television, internet or digital series presently entitled *EARTHOTERIC*<sup>®</sup> (the "Series").

1. **Certain Definitions.** For the purpose of this Agreement:

- a. "Composition(s)" shall mean the musical composition(s) identified at the outset of this Agreement, which Composition(s) is/are owned by Licensor;
- b. "Master(s)" shall mean the master sound recording(s) of the Composition(s) identified at the outset of this Agreement, which Master(s) is/are owned by Licensor; and
- c. "Territory" shall mean worldwide.

2. **Licensed Use of the Composition(s) and Master(s).** Licensor grants to Licensee and Licensee's successors, assigns and licensees, the irrevocable, royalty free, perpetual and non-exclusive right and license to use the Composition(s) and the Master(s) solely in and in connection with the Series, or any episode of the Series, in any and all media whether now known or hereafter devised, throughout the Territory, in any and all languages, as well as in advertising, publicity, and promotion of the Series. The foregoing rights include, without limitation, the rights:

- a. To record, arrange, dub, reproduce, perform, and synchronize the Composition(s) and the Master(s), or any portion thereof, in the soundtrack of or in timed relation with the Series;
- b. To make copies of the Series embodying the Composition(s) and the Master(s), and to broadcast and/or distribute, and to license and authorize others to broadcast and/or distribute, such copies in any medium or forum throughout the universe, whether now known or hereinafter created; and
- c. To utilize the Composition(s) and the Master(s), or any portion thereof, for the purpose of advertising and promoting the Series.

3. **License Fee.** For all rights granted and licensed in this Agreement, Licensee shall pay to Licensor the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged. No further amounts shall be payable by Licensee to Licensor in connection with the Licensed Use.

4. **Credit.** Provided the Composition and the Master are included in the final edited version of the Film, Licensor shall receive on-screen credit, substantially as follows:

"[COMPOSITION NAME]"

Words and music by [LICENSOR]  
Performed by [LICENSOR]  
© [YEAR] ([LICENSOR])

Size and placement of the foregoing credit shall be in the good faith discretion of the Licensee. No 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.

5. **Representation and Warranty.** Licensor represents and warrants that Artist hereby represents and warrants that he is the author of the Composition(s), the owner of the Composition(s) and the Master(s), possesses all rights granted herein, and has the full legal right, power and authority to grant this license without violating any other agreement or applicable law.

6. **Additional Terms.**

- a. Nothing herein requires Licensee to use the Composition(s) and/or Master(s) in the Series.
- b. All rights in and to the Series shall be owned solely by Licensee, and Licensor shall have no rights therein.
- c. Licensee may assign and/or sublicense its rights and obligations hereunder as it deems appropriate in connection with development, production, post-production, broadcast and/or distribution or other exploitation of the Series.
- d. This Agreement constitutes the entire agreement and complete understanding of the parties, and cannot be modified except by a written instrument signed by Licensee and Licensor. All prior or contemporaneous promises, understandings and agreements, oral or written, are merged into and included in this written instrument.
- e. Headings and captions are used herein for convenience of reference only and shall not be used to construe any provision of this Agreement
- f. This Agreement may be executed in one or more counterparts, including by means of facsimile or emailed (with scanned image attachment) signature pages.

Agreed to and accepted by Licensee and Licensor:

**Licensor:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Licensee:**

EATHOTERIC LLC

By: \_\_\_\_\_  
Michael Myers, Member-Manager  
Date: \_\_\_\_\_