

Master Use License ("Master License")

This type of agreement is utilized between the owner of a **sound recording** of a piece of music (typically a record company) and a film company or other entity that wishes to license the usage of the recording synchronized to picture in a film or television production. Note that a separate license may be necessary from the owner of the music itself (usually a music publisher) since the ownership of the music is a separate copyright and is often owned by a different company or individual.

MUSIC MASTER USE LICENSE

For and in consideration of Producer's agreement to pay a license fee in the sum of \$_____ and other good and valuable consideration to CalvinWorks, CalvinWorks hereby grants to the producer, Fred Film Works, Inc., and its successors, assigns, and licenses (herein referred to as "Producer"), the nonexclusive, irrevocable right, license, privilege and authority to use specified Recording as follows:

1. The musical recording covered by this license is:
Composition: Fred's Nightmare
Share: 100% world
2. The present working title of the motion picture with which said recording will be used is *Fred's Nightmare*. As used herein, the term "motion picture" refers to said motion picture and all versions thereof now or hereafter in existence, whether in English or foreign language, television, or any other form, (but not including remakes or sequels), and trailers, promotional films, television and radio spots, clips and excerpts of said motion picture or any version thereof.
3. The territory covered by this license is the universe.
4. This license shall remain in full force and effect for the duration of all copyrights in said musical composition, including any renewals and extensions without Producer having to pay any additional consideration thereof.
5. CalvinWorks warrants that it has the right to grant this license, that it owns and controls one hundred percent (100%) of the right, title and interest in and to Recording and that the use of said Recording hereunder will not violate the rights of any third party. CalvinWorks shall indemnify costs, losses, damages and expenses (including reasonable attorneys fees) arising out of any breach or failure of any warranties or covenants made by CalvinWorks herein.
6. Subject only to the rights herein above granted to Producer, all rights of every kind and nature in said Recording are reserved to CalvinWorks, together with all rights of use thereof. However, in no event shall Producer have less rights than a member of the public would have in the absence of this license.
7. No failure by Producer to perform any of its obligations hereunder shall constitute a breach of this license, unless CalvinWorks has given Producer

written notice of such non-performance and producer fails to cure such non-performance within thirty (30) days of its receipt of such notice.

8. CalvinWorks' rights and remedies in the event of a breach of this license shall be limited to CalvinWorks' right, if any, to recover damages in an action at law.

9. Producer agrees not to manufacture or distribute sound recordings (including soundtrack albums, promotional CDs, and any and all methods of sound recording) separately from actual positive prints of the motion picture and directly integrated media (such as digital recordings to be used in theaters as part of a theater digital sound reproduction system).

10. Producer agrees to obtain all synchronization licenses necessary to utilize the musical compositions embodied in the Recording in the soundtrack of the Film and any related entertainment products such as promotional films and advertisements.

11. Producer agrees to pay all musicians' re-use, new-use, and all residual payments of any kind related to this use of the Recording.

12. This license shall be governed by and subject to the laws of the State of California applicable to agreements made and to be wholly performed therein.

13. This license is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.

14. This represents the entire agreement between Producer and CalvinWorks with regard to Recording of said musical composition.