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MUSIC LICENSE AGREEMENT

Per Project Reproduction Allowance: 5000 Units (see Definitions 11.5).

Licensed Market Area: For Radio and TV broadcast, one 300 mile radius (see Definitions 11.6).

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1. **Corporate & Trade Shows:** Licensee has the right to synchronize the music in timed relations with other audio and/or visual elements in productions for "non-general public" (Licensee's personnel, job seekers and onsite guests) business related viewing, business meetings, corporate videos, employee orientation, in-house how-to and instructional videos (CDs, DVDs, or other media) in perpetuity. Licensee may reproduce corporate productions up to the licensed number of units allowed in the "Per Project Reproduction Allowance" (see Definitions 11.6). Licensee has the right to synchronize the music in timed relations with other audio and/or visual elements for use in trade show displays. General Public viewing of displays is permitted at trade shows. Solely as it pertains to use of the music at a trade show, this license is a Direct License (see Definitions 11.1).

2. **Radio Broadcast:** Licensee has the right to synchronize the music in timed relations with other audio elements for the purpose of radio broadcasting within the Licensed Market Area (see Definitions 11.7).

3. **TV Commercials & Promos:** Licensee has the right to synchronize the music in timed relations with other audio and/or visual elements in order to create and broadcast commercial advertisements and/or promotional announcements on television within the Licensed Market Area (see Definitions 11.7). Licensee may make copies on any media necessary for distribution, exhibition and exploitation solely as it pertains to the use described in this paragraph. Solely as it pertains to use of the music in a television commercial or promotional announcement in the USA within the Licensed Market Area, this license is a Direct License (see Definitions 11.1). Additional materials may be required by the governing performance rights organizations for this type of broadcast in countries other than the USA.

4. **Television Show:** Licensee has the right to synchronize the music in timed relations with other audio and/or visual elements throughout the Licensed Market Area (see Definitions 11.7) for the purpose of re-recording the music as part of the "soundtrack", as it is known in the industry. Licensee may make copies on any media necessary for distribution, exhibition and exploitation solely as it pertains to the use described in this paragraph. Licensee may perform the music as part of the soundtrack only for non-theatrical broadcast viewing by the general public on all forms of television (network, cable, pay or other broadcast medium now known or hereafter devised). Any broadcast of the music as part of a television show will have performance rights collected by the appropriate performing rights organizations typically paid by the broadcasting station. **Licensee agrees to submit to Licensor a "Cue Sheet" (see Definitions 11.2) within thirty (30) days of the first airing of the television show containing the music.** Cue Sheets may be submitted online at www.iamusic.com/cuesheet

5. **Internet:** Licensee has the right to synchronize the music in timed relations with other audio and/or visual elements in any presentation format (Flash, Real Audio, Shockwave, Quicktime, PowerPoint or other similar presentation formats) for use throughout the world wide web (internet), and can be placed on any web site or presentation hosting service (YouTube, MySpace, MetaCafe, etc.) with the following restrictions: a) The music must be embedded in the internet presentation file and locked. b) The music must be synchronized with other audio and/or visual elements. c) **Embedding the music directly into a web page as a stand alone audio file is prohibited.** d) Must be offered free of charge to the general public (*otherwise, see #8 "Products for Sale or Giveaway -- Reproduction Rights" for any use that is NOT a free of charge offering*). Solely as it pertains to use of the music on the internet as a free of charge offering, this license is a Direct License (see Definitions 11.1).

6. **Music-On-Hold:** Licensee has the right to publicly perform the music for the purposes of providing so-called "Music-On-Hold" solely from and for the address shown in Licensee's paid invoice. As used in this paragraph, "Music-On-Hold" refers to music played through Licensee's telephone for a customer while they wait on-hold. Solely as it pertains to the use of the music as Music-On-Hold, this license is a Direct License (see Definitions 11.1) and synchronization is not required. *Use of the music by any entity offering Music-On-Hold or other background music services to other third parties is prohibited under this Music License Agreement.*

7. **Project Films, Student Films & Shorts:** Licensee has the right to synchronize the music in timed relations with other audio and/or visual elements for use in Short Films (45 minutes or less), Films shown at Film Festivals, or any other "Film" that is NOT a Major Motion Picture (see Definitions 11.4). Use of the music in Project Films is granted in this Music License Agreement subject to ALL restrictions and obligations described elsewhere in this Music License Agreement.

8. **Products for Sale or Giveaway — Per Project Reproduction Allowance:** Licensee has the right to synchronize the music in timed relations with other audio and/or visual elements in a software or hardware product, and reproduce this product up to the licensed number of units allowed in this Music License Agreement's "Per Project Reproduction Allowance" (see Definitions 11.6), and make these units available for sale or giveaway. Products for sale or giveaway include Videos, CDs, DVDs, Games, Kiosks, Toys, etc.

9. **Credits:** Credits are only required for TV Shows and Films, but may be included at Licensee's discretion for other uses allowed in this Music License Agreement. When credits are to be included, Licensee shall credit the music in all promotion, exhibition and exploitation for the licensed use by displaying: Title of the music, the music publisher and Licensed by: Iamusic.com, Inc.

10. **Lyrics:** No lyrics may be added to the music and represented as a jingle or song without prior written permission of Licensor.

11. **Definitions:** The Definitions defined in this multi-part paragraph are for general information only, and do NOT grant any additional rights not specifically defined elsewhere in this Music License Agreement.

11.1 **Direct License:** Performing rights are paid directly to Licensor, therefore no royalties are to be paid to the performance rights organizations. Except where stated specifically for a specified use, this Music License Agreement is NOT a Direct License.

11.2 **Cue Sheet:** Used by performance rights organizations for distribution of royalties collected from licensed broadcast stations, networks, radio and certain other types of public performance venues. These royalties are paid by the owners of the broadcasting stations or public performance venues, and typically are not paid by the producers of programs. Cue sheets may be filed online by going to www.iamusic.com/cuesheet/

11.3 **Performance Rights Organizations:** An organization (ASCAP, BMI, SESAC, SOCAN, PRS, etc.) that represents its members (composers and publishers) by licensing, collecting and distributing performance royalties for certain types of public and broadcast performances of copyrighted works.

11.4 **Major Motion Picture:** As it is used in this Music License Agreement, a major motion picture is defined as a production whose primary function is non-broadcast theatrical presentations where showings of the project occur on the same day(s) in multiple theaters and a fee for viewing is charged to the general public.

11.5 **Per Project Reproduction Allowance:** The number of units that may be replicated or duplicated of any one project containing the music. *(Example: A piece of music may be used in a production/project and reproduced up to the number of units allowed. The same piece of music may be used in other different productions/projects and also reproduced up to the number of units allowed. But, reproductions of any one production/project may NOT exceed the maximum allowance.)*

11.6 **Licensed Market Area:** Pertaining to Radio and Television broadcasts, Licensee may broadcast productions containing the music within the Licensed Market Area allowed in this Music License Agreement. Center of referenced radius is Licensee's business address as it appears on Licensee's paid invoice.

12 **License Personal.** Unless otherwise specified in this Music License Agreement, this license is personal to Licensee and shall not be assigned by any act of Licensee or by operation of law unless in connection with a transfer of substantially all of the assets of Licensee or otherwise with the consent of Licensor.

13. **Right to Terminate.** Licensor shall have the right to immediately terminate this Music License Agreement by giving written notice to Licensee in the event Licensee breaches any of its terms and provision, including non-payment of license fee. In addition, Licensor shall have the right to any other remedy available by law, including, but not limited to, injunctive relief and any other form of equitable relief.

14. **Third Party Infringements.** For the avoidance of doubt, Licensor retains the right, in its sole discretion, to institute and prosecute lawsuits against third persons for infringement of the rights licensed in this Agreement. If Licensor does not institute an infringement suit within ninety (90) days after Licensee's written request that it do so, Licensee may, upon obtaining written approval of Licensor, institute and prosecute such lawsuit at Licensee's sole cost and expense, and all sums recovered in any such lawsuits, whether by judgment, settlement or otherwise, in excess of the amount of reasonably attorneys' fees, costs and expenses borne by Licensee, shall be divided equally between Licensee and Licensor. Upon request of either party bringing an infringement action against a third party, the other party hereto shall execute all papers, testify on all matters, and otherwise cooperate in every way necessary and desirable for the prosecution of any such lawsuit, provided that the party instituting the lawsuit shall reimburse the other party for the expenses incurred as a result of such cooperation.

15. **Hold Harmless.** Licensee agrees to defend, indemnify, and hold Licensor, its officers, directors, agents, dealers, associates, and employees free and harmless from any costs, expense, losses, damages, court costs, and attorney fees, or any other fees which Licensor incurs as a result of any claim of third parties against Licensor based on the manufacture or sale of products embodying the licensed music, including, but not limited to, actions founded on product liability, or by reason of Licensee's deliberate or accidental misuse of the music or CDs, or any damages by third party hardware, packages, components or software selected and used by Licensee, or violation of this Music License Agreement, or any agreement between Licensee and any third party, or any medium supplied to third party by Licensee. Licensee warrants that it has standard product liability insurance coverage providing protection against such claims.

16. **Notices.** Any notice required to be given to Licensor pursuant or relating to this Music License Agreement, shall be in writing and delivered personally by certified or registered mail, return receipt requested or delivered by a nationally-recognized overnight courier service (*e.g. Federal Express, UPS*) to Iamusic.com, Inc., 44 Music Square East #503, Nashville, Tennessee 37203. Courtesy copies of all such notices shall be sent to Licensor's attorney, Barry Neil Shrum, Esquire, c/o Gordon, Martin, Jones & Harris, P.A., 49 Music Square West, Suite 600, Nashville, Tennessee 37203.

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18. **Entire Agreement.** This Music License Agreement contains the entire understanding of the parties with regard to the subject hereof, and revokes and supersedes any and all prior agreements between the parties, including any option agreements, oral agreements, and written agreements, and is intended as a final expression of their agreement. This Music License Agreement may be modified or amended by Licensor with regard to Licensee by giving Licensee thirty (30) days written notice of the revised terms and/or provisions. It may not be amended by Licensee, except in writing signed by Licensor and specifically referring to this Music License Agreement. This Music License Agreement shall take precedence over any other document that may be in conflict with said Music License Agreement.