# **Music License Agreement**

This Music License Agreement (this "**Agreement**") is made effective as of the date that the invoice this agreement is attached to is paid in full between **Fretless Studios**, of 320 Heather Knoll Place, Fort Wayne, Indiana 46804 and **Licensee**, the person or entity who has paid the invoice for the musical work (**Item**) selected and mentioned in the invoice.

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**WHEREAS**, the Copyright Owner owns the copyright, publishing rights and all other related rights in and to Item, and

**WHEREAS**, the Licensee desires to obtain certain rights to the Item for using it depending on the type of license being purchased. Details of the selected license is mentioned below:

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- specific direct playback uses, which are background music for one event, venue or location, one company's private on-hold music system, or one personal mobile ring-tone.

Examples of End Products: DVDS, websites, audiobooks, apps, games, online videos (YouTube, Vimeo etc), corporate videos, web promos, live performances, social media, Indie Films, wedding videos.

The license includes the right to utilise the Item through communication to the public (performance), display, distribution, and reproduction (but not through Broadcast)

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- Broadcast use is not allowed.

- For films, the film may not be theatrically released. (To avoid confusion, use in an Indie Film is an Allowed Use.)
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**ARBITRATION.** All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days written notice to the other party. All costs of arbitration shall be divided equally between the parties. Any award may be enforced by a court of law.

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**ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**AMENDMENT.** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

**SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**CONFIDENTIALITY.** Each party shall keep the specific terms of this Agreement confidential, including the financial terms.

**SECTION HEADINGS.** The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Indiana.