

Free Music for Film and Television from Award Winning Music License Agreement

We ("Licensor") hereby grant you ("User") a non-exclusive license ("License") to use the music ("the Music") from Licensor's music library as described in Exhibit "A" attached hereto ("the Music") in the manner, ("Use"), for the fee and on the terms and conditions, also set forth therein.

1. User may not sell, assign or sub-license the right to use the Music in any manner whatsoever to any third party, without exception, it being specifically acknowledged and agreed that this License is personal to user. The Music licensed hereunder is the sole and exclusive property of Licensor, who is the copyright proprietor of the Music throughout the world.

2. In addition to the granting of Licenses hereunder for Music contained in Licensor's music library, Licensor will act in the capacity of Music Supervisor on any film/video/commercial project that requires either the spotting of music in a particular place in such project, or the creation of a specific score, either by piecing together various themes, bridges and cues from Licensor's existing musical library, or the creation of a new musical score recorded specifically for the project. In the latter case, such License will be exclusive to User for a period of six (6) months from the date of such License.

3. The term of any License granted hereunder shall be in perpetuity and will encompass the universe.

4. In the event of any dispute concerning the terms of the License, or User's actions pertaining thereto, Licensor and user agree to mediate such dispute at Eugene, Oregon before a single mediator experienced in the field of music licensing. Licensor and User shall share the fees of such mediator equally.

IN WITNESS WHEREOF, Licensor and User set their hands.

DATED: _____

AWARD WINNING MUSIC ("Licensor") _____ ("User")

By _____

By _____

EXHIBIT "A"

(To the AWARD WINNING MUSIC LICENSE AGREEMENT)

1. Description of the Music:

2. Manner of Use of the Music:

3. Fee for the Use of the Music: No charge.

4. Licensor is the proprietor of a substantial music library, encompassing virtually every genre of music. Nonetheless, if requested by user, Licensor is prepared to record music specifically for User for a fair and reasonable negotiated fee.

5. Licensor will grant User a License for the Music requested by User for virtually any Use, or multiple Uses, thereof (except illegal downloading) on a competitive basis.

6. If the Use of the Music is in synchronization with the soundtrack of a theatrical motion picture, a television movie, or an episode of a television series, the User must forward to Licensor a copy of the "cue sheet" including the names of the writer and publisher (Shaun Harris music, BMI), the name of the cue(s) and the amount of minutes and seconds of the cue(s). The License granted to User by Licensor in this provision, and the fee paid by the User therefore, shall include both a synchronization and a performance License allowing User to include the Music on the soundtrack.

INITIAL HERE _____(Licensor) _____(User)