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The Licensor hereby grants limited synchronization rights for (**UNLIMITED**) music video streamed online (Youtube, Vimeo, etc..) for up to **UNLIMITED** non-monetized video streams on all total sites. A separate synchronization license will need to be purchased for distribution of video to Television, Film or Video game.

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Credit.

Licensee shall acknowledge the original authorship of the Composition appropriately and reasonably in all media and performance formats under the producer name in writing where possible and vocally otherwise. Subject to this license, With respect to the publishing rights and ownership of the underlying composition embodied in the Master Recording, the Licensee and the Licensor hereby acknowledge and agree that the underlying composition shall be owned/split between them as follows:

- i. Licensee shall own and control Fifty Percent (**50%**) of the so-called "**Writer's Share**" of the underlying composition. Specifically, the Lyrics.
- ii. Licensor (and collaborator producer, if applicable) shall own and control Fifty Percent (**50%**) of the so-called "**Writer's Share**" of the underlying composition. Specifically, the Music Composition.
- iii. Licensor (and collaborator producer, if applicable) shall own, control, and administer Fifty Percent (**50%**) of the so-called "**Publisher's Share**" of the underlying composition embodied in the Master Recording.

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In consideration for the rights granted under this agreement, Licensee shall pay to licensor the sum of **\$150.00 US DOLLARS** and other good and valuable consideration, payable to the producer, receipt of which is hereby acknowledged. If the Licensee fails to account to the Licensor, timely complete the payments provided for hereunder, or perform its other obligations hereunder, including having insufficient bank balance, the licensor shall have the right to terminate License upon written notice to the Licensee. Such termination shall render the recording, manufacture and/or distribution of Recordings for which monies have not been paid subject to and actionable infringements under applicable law, including, without limitation, the United States Copyright Act, as amended.

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Accordingly, Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, losses, damages, costs, expenses, including, without limitation, reasonable attorney's fees, arising of or resulting from a claimed breach of any of Licensee's representations, warranties or agreements hereunder.

Audio Samples.

3rd party sample clearance is the responsibility of the licensee.

Miscellaneous.

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The Term of this License Agreement shall be in perpetuity (unless terminated earlier pursuant to the terms of this Agreement).