[Licensed Date] #[License Number]

LICENSE AGREEMENT

THIS IS A LICENSE AND NOT A SALE. IMPORTANT - READ CAREFULLY

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4. TERMINATION. Seller shall have the right to terminate this Agreement and your right to use the Intellectual Property immediately upon your breach of this Agreement. Upon termination, you shall cease using the Intellectual Property and shall return to Seller all copies of the Intellectual Property. Termination of this Agreement shall not limit Seller from pursuing any other remedies available to it, including, but not limited to, injunctive relief, nor shall termination relieve you of your obligations to pay Seller all License Fees and other sums accrued prior to the effective date of termination.

5. NO WARRANTY. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT, STATUTORY OR BY OPERATION OF LAW) WITH RESPECT TO THE INTELLECTUAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY AND SUITABILITY, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

6. LIMITATION OF LIABILITY AND EXCLUSION OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL SELLER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING

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7. INDEMNIFICATION. You shall indemnify, defend and hold Seller harmless from and against any and all claims, losses, costs, damages and expenses (including reasonable legal expenses), resulting from or arising out of: (a) your breach of this Agreement; (b) your unauthorized use of the Intellectual Property; (c) your activities after Seller has notified you that such activities may result in the infringement of the intellectual property rights of any third party; (d) your use of the Intellectual Property other than as set forth in written instructions supplied by Seller with respect to the use, operation, or combination of the Intellectual Property on or with third party intellectual property, data, equipment, or documentation; or (e) any claim that the Intellectual Property or the use thereof infringes upon, misappropriates or violates any patents, copyrights, trade secret rights or other proprietary rights of a third party if such claim results from or relates to: (i) a modification of the Intellectual Property which modification is not authorized in writing by Seller, (ii) in whole or in part results from or relates to the combination of the Intellectual Property with software, hardware or equipment or intellectual property not provided by Seller if the Intellectual Property alone would not be the subject of such claim; or (iii) your use of the Intellectual Property other than as set forth in the written instructions supplied by Seller, if any. Seller may employ counsel, at its own expense, to assist it with respect to any such claim, provided that if you do not elect to control the defense of such claim, the reasonable costs and expenses of Seller's counsel shall be borne by you.

EXHIBIT A

Licensed Song: [Song Name and URL]

Seller(s): [Seller Names]

Licensed For	Terms	Licensed To	Project	Fee
e.g., Feature Film	e.g., Single-Use	Buyer Name	Project Name	$X.XX