

## **MUSIC LICENSE AGREEMENT**

This license agreement (hereafter referred to as the "*AGREEMENT*") is made between the (hereafter referred to as the "*LICENSEE*") and the copyright owner(s) (hereafter referred to as the "*LICENSOR*"), in regards to the use of musical composition airplay/performance, and images (hereafter referred to as the "*WORK*") on the date of the signing of this agreement set forth below.

### **GUARANTEE**

LICENSOR guarantees that he/she/they own(s) and control(s) the rights represented herein with respect to the recordings, musical compositions and images in the Work and has and will hold throughout the TERRITORY and during the DURATION the above listed rights to exploit the Work as contemplated herein. LICENSOR shall indemnify and hold the LICENSEE harmless from any and all claims, liabilities and costs, losses, damages or expenses (including attorney's fees) arising out of any breach, allegation, claim or failure of any covenants or warranties made by the LICENSOR herein.

### **GENERAL TERMS**

The mechanical, synchronization, and performance rights granted to the LICENSEE within the AGREEMENT include (1) rights to use all aspects of the WORK for internet radio airplay, artist advertising, and blog interviews, articles, and reviews. (2) right to use the music as an artist ad feature or commercially structured venue or agency ad with with visual images as part of a commercial production; and (3) right to use any part of the Work on LICENSEE YouTube Channel for public viewing or broadcast of a production (including but not limited to internet radio shows). The LICENSOR grants LICENSEE an non-exclusive perpetual license to use the Work herein, unless right to terminate is submitted in writing by one or all parties within 30 days of intent to terminate this AGREEMENT.

## **RIGHTS NOT INCLUDED IN THIS AGREEMENT**

The rights granted to the LICENSEE do not permit the LICENSEE to (1) claim authorship of any of the WORK represented under this AGREEMENT; (2) transfer, share or sub-lease this license agreement with any other party; (3) copy or duplicate the WORK except for use in the LICENSEE'S productions; (4) permit any other individual or third party the right to use the WORK in place of the LICENSEE; (5) resell, trade, or exploit for profit the WORK contained herein outright or as part of other music and/or audio-related collections, in part or in whole, to any other individual or party.

### **TERRITORY**

The territory of this contract is the entire universe.

### **CREDITS**

The LICENSEE is not required to credit the WORK to the composer, publisher, or LICENSOR in the LICENSEE's productions (in liner notes, rolling credits, verbal acknowledgment, etc.

### **DATES**

The term of the contract is effective on the date signed below.

### **NON-FEE GUIDLINES**

The LICENSEE and LICENSOR agree to a reciprocal AGREEMENT where all parties receive mutual benefits (1) LICENSOR receives internet broadcast airplay, blog mention and interviews as advertisement, (2) LICENSEE agrees to advertise the WORK via internet broadcasting/airplay and advertisements for their listeners. The LICENSEE will not owe any future additional royalties or fees to the LICENSOR for future use of the Work within the terms of this AGREEMENT.

## Electronically Transmitted Information/Correspondence

This and any document set forth between any party to this AGREEMENT, may in accordance of [Paperwork Reduction Act \(44 U.S.C. 3501 et seq.\)](#), utilize electronic signatures and deem legally admissible.

The Office of Management and Budget (OMB) provided this guidance to implement the Government Paperwork Elimination Act (GPEA). GPEA required Federal agencies, by October 21, 2003, to allow individuals or entities that deal with the agencies the option to submit information or transact with the agency electronically, when practicable, and to maintain records electronically, when practicable. The Act specifically states that electronic records and their related electronic signatures are not to be denied legal effect, validity, or enforceability merely because they are in electronic form, and encourages Federal government use of a range of electronic signature alternatives.

***THIS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES HEREIN.***

[Redacted Signature]

Licensors

[Redacted Signature]

Licensors

[Redacted Signature]

Licensors

[Redacted Signature]

Licensors

[Redacted Signature]

Licensors(s) Legal Representative

Marvin Tomlin, CEO, NDJamz Radio©, Inc.

Licensee (Agency/Venue Representative)