

MUSIC LICENSING AGREEMENT

Licensor:

Licensee:

1. Grant of License

Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use the musical composition(s) and/or sound recording(s) identified herein (the "Work") solely for the purposes and scope set forth in this Agreement and in accordance with the terms contained herein.

2. Scope of Use

Licensee may use the Work in connection with the following: synchronization in audiovisual works, public performances, broadcasts, digital distribution, mechanical reproduction, or other uses specifically agreed upon in writing by the parties. Any use beyond the scope of this license requires prior written approval from Licensor.

3. License Fee and Payment

Licensee agrees to pay Licensor the agreed license fee as full compensation for the rights granted. Payment terms, schedules, and methods shall be as mutually agreed in writing. Late payments shall bear interest at the maximum rate permitted by applicable law.

4. Term and Termination

This Agreement shall commence on the effective date and continue for the period agreed upon by the parties or unless earlier terminated. Either party may terminate this Agreement upon material breach by the other party, provided written notice is given and the breach remains uncured after a reasonable cure period.

5. Ownership and Rights

Licensor represents and warrants that it owns or controls all rights necessary to grant the license herein and that the Work does not infringe upon any third party rights. Licensee acknowledges that all rights in and to the Work remain with Licensor and that Licensee acquires no ownership rights under this Agreement.

6. Warranties and Indemnification

Each party represents that it has full power and authority to enter into this Agreement. Licensor warrants the rights granted are free from encumbrances. Licensee agrees to indemnify and hold harmless Licensor from any claims arising from Licensee's use of the Work outside the scope of this Agreement or in violation of applicable laws.

7. Limitation of Liability

In no event shall either party be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement, regardless of the cause of action, even if advised of the possibility of such damages.

8. Confidentiality

The parties agree to keep confidential any proprietary or non-public information disclosed during the negotiation or performance of this Agreement, except as required by law or agreed in writing.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State specified in the attached Schedule. Any disputes arising hereunder shall be resolved exclusively in the state or federal courts located within the agreed jurisdiction.

10. Entire Agreement

This Agreement, including any schedules or attachments, constitutes the entire understanding between the parties regarding the subject matter herein and supersedes all prior agreements, understandings, and negotiations, whether oral or written.

11. Amendments

No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed by both parties.

12. Notices

All notices under this Agreement shall be in writing and shall be deemed duly given when delivered personally, sent by certified mail, reputable overnight courier, or electronic transmission with confirmation, to the addresses set forth herein or as later designated in writing.

13. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and shall be construed so as to best effectuate the original intent of the parties.

14. Waiver

The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to in writing by the waiving party.

15. Signatures

The parties have executed this Agreement by their duly authorized representatives as of the effective date noted above.

LICENSOR SIGNATURE

LICENSEE SIGNATURE

Signature: _____

Signature: _____

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