

## NON-EXCLUSIVE MUSIC BUYOUT AGREEMENT

This is a license agreement made on, or after     DATE    , by and between **JAMES M. KULAKOWSKI**, the '**LICENSOR**', and     YOU    , the '**LICENSEE**', bound to the following recordings, hereafter referred to as '**MUSIC**':

### • (Soundtracks)

By paying the fee outlined in section **11** of this document, and by incorporating **MUSIC** within it's products, **LICENSEE** agrees to be bound to the terms of the **end user license** (EULA) herein, which are as follows:

**1) TERM:** This license is valid for perpetuity.

**2) UNLIMITED TERRITORY:** The license is valid for any territory throughout the world.

**3) BUYOUT / UNLIMITED COPIES:** **MUSIC** may be incorporated, or embed in an unlimited number of products being sold or given away by **LICENSEE** and it's business partners. This includes, but is not limited to DVDs, e-learning tools, feature television broadcasts, free mobile apps, radio advertisements, revenue generating mobile apps, multimedia CD-ROMs, podcasts, slideshows, social media video, streaming video. television advertisements, toys, video advertisements, video games, Vimeo videos, website background music, wedding videos, Youtube videos.

**4) LIMITED-TRANSFERABLE:** This license may only be held by one party. In the event that the rights of the **LICENSEE** are sold to a 3<sup>rd</sup> party, **LICENSEE** will relinquish it's right to incorporate the **MUSIC** within future products and transfer it's existing rights to the new party.

**5) COPYRIGHT/OWNERSHIP:** **LICENSOR** will retain all right, title, and privilege regarding the **MUSIC**. **LICENSOR** provides this license in order to grant certain rights, outlined herein, to the **LICENSEE** pertaining to use of the **MUSIC** within it's products.

**6) NON-EXCLUSIVE:** This license is non-exclusive and **MUSIC** will be made available in other music licensing libraries for incorporation with other media.

**7) ATTRIBUTION:** Written credit must be provided as "Music by Jim Kulakowski" or, "Score by Jim Kulakowski", where applicable - in app credits, DVD credits, toy/product packaging, etc.

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**8) PERFORMANCE ROYALTIES:** **MUSIC** will be filed and registered with Broadcasting Music Inc. (BMI), and public performance royalties will be due where applicable. Examples of applicable instances are as follows: Plays on terrestrial and satellite radio, usages on network and cable television, plays on internet radio, and plays on online music streaming services (Spotify, Pandora, etc.). **LICENSEE** must file a cue sheet with the broadcasting channel in which **MUSIC** is being aired. The completed cue sheet must also be returned to the **LICENSOR** within 10 days from the date the **MUSIC** is broadcast. For more information, please visit: [http://www.bmi.com/creators/detail/what\\_is\\_a\\_cue\\_sheet](http://www.bmi.com/creators/detail/what_is_a_cue_sheet)

**9) USAGE LIMITATIONS:** **LICENSEE** may not sell, resell, re-license, sub-license or give away **MUSIC** by itself, without being incorporated into a new product. More specifically, **LICENSEE** may not sell musical soundtracks without a specific “mechanical” license, which may be negotiated by contacting the **LICENSOR** (Contact information listed below).

**10) DELIVERY:** **LICENSOR** agrees to deliver to **LICENSEE** completed **MUSIC** in a high quality and useful format: Wave and Mp3.

**11) PAYMENT:** In consideration of this license, **LICENSEE** agrees to pay **LICENSOR** a total license fee of \$\_\_\_\_\_. If **LICENSEE** has not yet completed payment in full, additional payments may be made via Paypal to [jimkmusician@gmail.com](mailto:jimkmusician@gmail.com), Please, reach out to me via the aforementioned address for other methods of payment.

**12) LIMITATION OF LIABILITY:** **LICENSOR** makes no warranty or representation, express or implied, except that he warrants that he has the right to grant this license. The total liability of **LICENSOR** under this agreement shall be limited to the **Fee** paid hereunder by **LICENSEE** to **LICENSOR** for the license. **LICENSEE** hereby agrees that this license is granted without any other warranty or recourse.

**13) TAXES:** License Fees are exclusive of any applicable sales, use, withholding or other transactional taxes, which are the sole responsibility of the **LICENSEE**.

Questions or concerns regarding this license may be addressed to:

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