

MUSIC LICENSE

IMPORTANT: Please make sure that you fill out and sign all relevant sections on page 2, 3 and as many Signature Addendum pages as necessary to ensure all writers and performers sign this License. Filmmakers, please submit all pages of this form to Tongal.

For good and valuable consideration, including but not limited to any publicity which the undersigned (“**Owner**”) may derive from exploitation of the Video (defined below), the receipt and sufficiency of which is acknowledged, the Owner licenses to the filmmaker named below (“**Filmmaker**”) the irrevocable right to use Owner’s sound recordings and musical compositions (including lyrics) of the song(s) listed below (collectively the “**Master**”), as part of a video (“**Video**”) intended as a video entry in a contest, campaign, project, open-bid, pitch request, or request for proposal (the “**Project**”) organized and administered by Tongal, Inc., a Delaware corporation (“**Tongal**”), for the benefit of the sponsor named below (“**Sponsor**”), upon the following terms and conditions:

1. Owner licenses Filmmaker, and each of its affiliates, successors and assigns (and each of their assigns) (collectively the “**Licensed Parties**”), a nonexclusive, perpetual, royalty-free, irrevocable right throughout the universe and license to (a) use, store, produce, reproduce, broadcast, transmit, publicly display and perform, distribute, sell, license, lease, market, advertise, and/or otherwise exploit the Master in any medium now known or hereafter devised only as part of or in conjunction with (i) the Video; and/or (ii) any and all advertising and publicity material associated with the Video; (b) sublicense the foregoing rights to third parties; and (c) use the Owner’s name, picture, likeness and biographical information, in whole or in part, as the Licensed Parties may deem appropriate, in connection with the use of the Master in connection with the Video and as otherwise permitted by this license.

2. Owner owns all rights, including the copyrights, in and to the Master and has obtained any and all necessary approvals or consents from third parties, including any party whose performance is contained in the Master or who has contributed to the writing or composing, and has made and will continue to make any and all required payments to third parties (including, without limitation, to performers, publishers, or unions) in connection with the Master, and the use of the Master pursuant to the license granted by this license. Owner represents and warrants that the Master does not contain unauthorized samples of other sound recordings or compositions (including lyrics). Owner will, upon request, supply the Licensed Parties with master copies of the Master in a mutually agreed upon format.

3. All rights of every kind in and to the Video (including, but not limited to, the right to exhibit the Video incorporating the Master throughout the universe) are and will remain licensed to the Licensed Parties. Neither Owner, its licensee(s), nor any other person or entity now or hereafter having an interest in the Master will have any right of action against the Licensed Parties or any other person or entity arising out of any use of the Master in the Video or the Video itself.

4. Owner acknowledges and agrees that it has no approval rights over the use of the Master, or Owner’s name, picture, likeness or biographical material. However, Owner may supply preferred picture, likeness, or biographical material. Owner releases, discharges and agrees to indemnify and hold harmless the Licensed Parties from and against any and all claims, losses, damages, costs and expenses (including reasonable attorneys’ fees) any of them may incur caused by, arising out of or in connection with the use of the Master, or Owner’s name, likeness or biographical information.

5. Owner acknowledges and agrees that the Master and/or Video may be modified and/or used with other video, photography, recordings or other forms of media; provided, however, Filmmaker will have no obligation to produce the Video, or to include the Master, nor shall the Licensed Parties have any obligation to actually use the Video or the Master.

6. Owner represents, warrants and covenants that (a) Owner will not authorize or permit the use of the Master in connection with the advertising or promotion of any product or service competitive with the products and/or services depicted or promoted in the Video or of the Sponsor, as reasonably determined by the Sponsor; and (b) use of the Master and all intellectual property and other proprietary rights as permitted by this Music License will not infringe any copyright or other legal right of any kind of any third party, including but not limited to recording companies and/or publishers.

7. Owner irrevocably waives any right to seek or obtain an injunction, rescission or termination of this Music License or any rights, or any other form of equitable relief against the Licensed Parties related to the Master and/or Video. Owner’s sole remedy is to bring an action at law for damages (if any).

8. This Music License will be governed by and construed in accordance with the laws of the State of California and the parties consent to the exclusive jurisdiction of the federal and state courts located in Los Angeles, California.

9. The parties agree that Tongal, Sponsor, and their respective affiliates are expressly made third party beneficiaries of this Music License and may bring claims to enforce the rights granted to them under this Music License.

This License is executed and effective as of _____, 2019.

NOTE: If the Master(s) was written and performed by more than one person, all writers and performers must sign this license. Please use as many copies of the Signature Addendum as necessary to make sure all performers' and writers' signatures are included.

Master 1

Title: _____

Writer: _____

Performer: _____

Master Description (e.g. Main Title Theme, Background Music with Voiceover, Orchestral Songs, etc.): _____

Master 2

Title: _____

Writer: _____

Performer: _____

Master Description (e.g. Main Title Theme, Background Music with Voiceover, Orchestral Songs, etc.): _____

Master 3

Title: _____

Writer: _____

Performer: _____

Master Description (e.g. Main Title Theme, Background Music with Voiceover, Orchestral Songs, etc.): _____

Master 4

Title: _____

Writer: _____

Performer: _____

Master Description (e.g. Main Title Theme, Background Music with Voiceover, Orchestral Songs, etc.): _____

“Owner”

Signature

Phone: _____

Owner Name: _____

Email: _____

Company Name (if applicable) _____

Date of Birth: _____

Address: _____

IF OWNER IS UNDER EIGHTEEN (18) YEARS OF AGE (OR UNDER NINETEEN (19) YEARS OF AGE IN **ALABAMA** OR **NEBRASKA** OR UNDER TWENTY-ONE (21) YEARS OF AGE IN **MISSISSIPPI**), THE FOLLOWING MUST BE SIGNED BY A PARENT OR LEGAL GUARDIAN:

I am the (father) (mother) (duly appointed guardian) of the above person, and I hereby consent to, join in and approve the foregoing authorization, will ensure that my minor child honors his/her obligations and will indemnify and hold Producer and their licensees, successors and assigns, and their officers, directors, employees and contractors harmless against any claims or damages related in any way to the rights granted above, my child's performance or obligations hereof, any breach of the above representations, warranties and agreements or any attempt to disaffirm the foregoing.

Signature

Parent/Guardian Name: _____

Address: _____

Phone: _____

Email: _____

"Filmmaker"

Signature: _____

Name: _____

Date: _____

Sponsor (Brand): _____

Project Title: _____

IF FILMMAKER IS UNDER EIGHTEEN (18) YEARS OF AGE (OR UNDER NINETEEN (19) YEARS OF AGE IN **ALABAMA** OR **NEBRASKA** OR UNDER TWENTY-ONE (21) YEARS OF AGE IN **MISSISSIPPI**), THE FOLLOWING MUST BE SIGNED BY A PARENT OR LEGAL GUARDIAN:

I am the (father) (mother) (duly appointed guardian) of the above person, and I hereby consent to, join in and approve the foregoing authorization, will ensure that my minor child honors his/her obligations and will indemnify and hold Producer and their licensees, successors and assigns, and their officers, directors, employees and contractors harmless against any claims or damages related in any way to the rights granted above, my child's performance or obligations hereof, any breach of the above representations, warranties and agreements or any attempt to disaffirm the foregoing.

Signature

Parent/Guardian Name: _____

Address: _____

Phone: _____

Email: _____

MUSIC LICENSE SIGNATURE ADDENDUM

PLEASE NOTE: This addendum should be completed if the Master(s) listed in the music license involve(s) more than one writer and/or performer. This addendum should be an attachment to the music license. This addendum must be completed for each additional writer and/or performer.

“Owner”

Signature

Owner Name: _____

Company Name (if applicable) _____

Address: _____

Phone: _____

Email: _____

Date of Birth: _____

IF OWNER IS UNDER EIGHTEEN (18) YEARS OF AGE (OR UNDER NINETEEN (19) YEARS OF AGE IN **ALABAMA** OR **NEBRASKA** OR UNDER TWENTY-ONE (21) YEARS OF AGE IN **MISSISSIPPI**), THE FOLLOWING MUST BE SIGNED BY A PARENT OR LEGAL GUARDIAN:

I am the (father) (mother) (duly appointed guardian) of the above person, and I hereby consent to, join in and approve the foregoing authorization, will ensure that my minor child honors his/her obligations and will indemnify and hold Producer and their licensees, successors and assigns, and their officers, directors, employees and contractors harmless against any claims or damages related in any way to the rights granted above, my child's performance or obligations hereof, any breach of the above representations, warranties and agreements or any attempt to disaffirm the foregoing.

Signature

Parent/Guardian Name: _____

Address: _____

Phone: _____

Email: _____