

## SYNCHRONIZATION LICENSE

This synchronization license agreement (the "Agreement") is entered into as of the date of purchase by and between purchaser ("Producer") and Indie Mode LLC ("Licensor") and shall remain valid in perpetuity unless terminated by Licensor. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. This Agreement is entered into with respect to the musical composition entitled "**SAMPLE**" (the "Composition"), with respect to one, and only one, web-based video project of Producer (the "Picture").
2. Downloading the Composition binds the Producer to the Agreement and all information therein.
3. It is hereby agreed that the Picture will be non-advertising and not for broadcast or theatrical presentation. Use of the Composition in any other setting besides web presentation will result in a termination of this licensing agreement immediately.
4. Licensor hereby grants to Producer and its successors, licensees and assigns, the non-exclusive, worldwide right to record the Composition in any manner, medium, form or language in synchronization for timed relation with the Picture.
5. Licensor also grants to Producer the perpetual, non-exclusive right to use and to license others to use Licensor's name in connection with Producer's exploitation of the Picture; provided that such use is not in the form of a product or service endorsement without Licensor's prior written consent in each instance.
6. Licensor represents and warrants that Licensor has the full right, power and authority to enter into this Agreement and to grant the rights agreed to be granted hereunder. Licensor hereby agrees to defend, indemnify and hold harmless Producer, its successors, licensees and assigns from and against any and all claims, liabilities, damages, costs or expenses (including, without limitation, reasonable attorneys' fees) arising from any breach by Licensor of any representation, warranty, covenant or agreement made by Licensor hereunder.
7. This Agreement does not authorize or permit any use of the Composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of the Composition, to use the title of the Composition or any simulation thereof as the title or subtitle of the Picture or any other work, to use the story of the Composition, or to make any other use of the Composition not expressly authorized hereunder. Licensor reserves exclusively to itself and its successors, licensees and assigns, all rights and uses in and to the Composition, whether now or hereafter known or in existence, except the limited use expressly licensed hereunder. By way of illustration and not of limitation, the following rights are specifically reserved to Licensor for Licensor's own use, and may not be exercised by Producer:
  - a) All rights of reproduction or use of the Composition on phonograph records, audio tapes and any other types of sound reproduction, whether now or hereafter known or in existence. Without limiting the generality of the foregoing, Producer shall not have the right to include or authorize the use of the Composition or any portion thereof in any phonograph record of the soundtrack of the Picture.
  - b) The right to use the Composition in other motion pictures or other television programs.
8. In the event of any breach of this Agreement by Producer, Licensor's remedies shall include any or all of the following:
  - a) termination of this agreement
  - b) the recovery of money damages
  - c) immediate removal of the Composition from any of Producer's works or presentations
9. This Agreement is binding upon and shall inure to the benefit of the parties' respective successors and assigns. Producer may assign this Agreement, in whole or in part, at any time to any party as Producer may determine in its sole discretion.
10. This Agreement contains the entire understanding of the parties relating to the subject matter hereof and supersedes any prior understanding or agreements of the parties. This Agreement may not be modified or amended except in writing signed by the parties to be charged.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland applicable to contracts entered into and fully performed therein.