

- (c) Owner shall notify Licensee in writing at the time of executing this Agreement the Owner of the Compositions and any Publishing Company owning any right to the Compositions. Owner represents and warrants that Owner is able to provide “one stop” clearance of both the Licensed Master and the Composition in regard to licensing for film, television and videogames.
- (d) Any rights not specifically granted and set forth in this License are hereby reserved by the Owner.

3. LICENSED TERM:

Licensee shall have the non-exclusive right to include the Licensed Master as part of the Playlist for a period of Two (2) Years from the date of this Agreement and continue as a revolving Two (2) Year term unless the Compositions are requested to be removed from the Playlist in writing prior to the anniversary date.

4. NET PROCEEDS:

There shall be no proceeds of sale as this is a promotional in-store Playlist.

5. ACCOUNTING:

There shall be no accounting as this is a promotional in-store Playlist.

6. CREDIT:

In regards to all manufactured hereunder, Licensee shall include credit on the Playlist webpage in the form as listed below.

7. RIGHTS RETAINED BY OWNER:

Owner will retain all rights in and to the Licensed Master excepts as is granted in this Agreement.

8. RESTRICTIONS: This license does not include any right or authority

- (a) to make changes or alter the Licensed Master.
- (b) make any other use of the Licensed Master not set forth herein.

9. WARRANTIES:

- (a) Owner warrants it is the sole owner of the Licensed Master and hereby has the right to grant the terms of this Agreement. Owner warrants Owner has been granted the rights in writing from all producers, artists, side artists and

musicians for the intellectual property rights associated with the Licensed Master.

- (b) Owner represents that the sound recordings and performances embodied in the Licensed Masters, and any use thereof by Licensee or its grantees, licensees, or assigns, will not violate or infringe upon the rights of any third party.
- (c) Owner warrants it has secured all proper licenses for the right to perform and record all or any part of the performances or recording embodied on the Licensed Master for the use of a song or recording appearing in the Licensed Master from a "sample", an "interpolation" or a "replay".

10. ASSIGNMENT:

Licensee shall not have the right to assign this Agreement without the express written consent of Owner.

11. INDEMNIFICATION:

Both parties indemnify and hold harmless the other party, its officers, agents, employees, attorneys and assignees, from and against any and all claims, damages, liabilities, costs and expenses including but not limited to legal fees, arising out of any breach by the other party of any representation, warranty, term or agreement made or to be performed by this Agreement.

12. MISCELLANEOUS PROVISIONS:

- (a) Any and all actions under the law shall be instituted in a court of competent jurisdiction in the Province of British Columbia and shall be deemed construed according to the laws of the Province of British Columbia.
- (b) Owner agrees to issue any such licenses or written agreements to effectuate this Agreement if either is further required by Licensee or by Licensees assignors or licensees.

13. LICENSING INFORMATION:

Artist: _____
Song (if necessary): _____
Album Title: _____
Label Name: _____
Publisher Name: _____
Year Published: _____
Owner of Copyright: _____
Writers: _____
Genre: _____

(All above information mandatory)

Agreed and Accepted:

Owner

Licensee

Arbutus Music Store, Inc.

By: _____

By: _____