

Non-Exclusive Non-Attribution Music License Agreement

This Non-Exclusive Non-Attribution Music License Agreement ("Agreement") is between Justin Allan Arnold ("Licensor"), and the party who is receiving the right to use the licensed Music ("Licensee"). The Agreement comes into immediate effect at the time of the approved purchase of the Non-Exclusive Non-Attribution Music License by the Licensee.

This Agreement is valid only in conjunction with the unique License Key provided by the Licensor to the Licensee at the time of purchase of the Non-Exclusive Non-Attribution Music License, and with the following associated details, specifically:

- a. The Name of the Licensee, that is, the name of the production company/individual purchasing the Non-Exclusive Non-Attribution Music License,
- b. The Name of the project ("The Project") the licensed Music will be used in, and
- c. The Name of the Music to be licensed ("The Music").

WHEREAS, the Licensor owns the copyright, publishing rights and all other related rights in and to the sound recording(s) and musical composition of The Music, and

WHEREAS, the Licensee desires to obtain certain rights to The Music for using it in The Project named at the time of the purchase of the Non-Exclusive Non-Attribution Music License.

GRANT OF LICENSE. In accordance with this Agreement, the Licensor hereby grants to the Licensee, subject to the terms and conditions set forth in this Agreement, the non-exclusive and non-transferable right, license and privilege to use The Music in The Project of the Licensee. The Licensor retains complete title and ownership of The Music.

The Licensee is permitted to use, copy, edit, modify, manipulate, couple and synchronize The Music in order to incorporate The Music into The Project.

The Licensee is granted the non-exclusive and non-transferable right to use The Music in the distribution, sale, licensing, marketing, advertising, promotion, merchandising, exhibition and other exploitation of The Project in perpetuity, worldwide in any media currently known or later devised.

The Licensor reserves unto himself all rights of every kind and nature to The Music except those specifically granted to the Licensee herein.

The Licensee shall be the sole owner of the The Project in which The Music is used and have all proprietary rights in and to The Project; except, such ownership shall not include ownership of the copyrights and/or publishing rights in and to The Music or any other rights to The Music not specifically granted.

The Licensee does not acquire any title or rights of ownership of The Music, and is not permitted to use or sell The Music in any form whatsoever outside of The Project.

The Licensee may not claim ownership of The Music in any form or part thereof.

ALTERNATE VERSIONS. This Agreement covers The Music and any available alternate versions of The Music, such as, but not limited to, Remixes, Shorter Takes, and Loops, which the Licensor has provided to the Licensee.

WARRANTIES AND REPRESENTATIONS. The Licensor represents, warrants, and promises that:

1. The Licensor has the full right and legal capacity to enter into and fully perform this Agreement.
2. The Licensor is the true copyright owner of The Music.
3. The Music is provided by the Licensor on an "as is" basis. The Licensor does not warrant that The Music will function in any environment.
4. The Music has not been prepared to meet any specific requirements of any party, including any requirements of the Licensee; and
5. it is therefore the responsibility of the Licensee to ensure that The Music meets their own individual requirements.

INDEMNIFICATION. The Licensee shall indemnify and hold harmless the Licensor and his successors from and against any and all claims, damages, liabilities, costs and expenses including reasonable attorneys' fees, arising out of or in any way connected with any claim that The Music infringes any intellectual property rights or other rights of any third party. The Licensee acknowledges and agrees that the Licensor will not be liable for any loss or damage arising out of or resulting from (a) the Licensor's providing of The Music under this Agreement, or (b) any use of The Music by the Licensee or its employees; and the Licensee hereby releases the Licensor to the fullest extent from any such liability, loss, damage or claim.

CONSIDERATION. In consideration of the Licensor providing this Agreement, the Licensee has agreed to pay the Licensor the agreed upon fee.

The Licensor waives claim to any compensation from the Licensee for use of The Music in The Project. This release applies to any and all media and related usage in any future forms, and in any location, of The Project.

TRANSFER OF RIGHTS. This Agreement shall be binding on any successors of the parties. The Licensee shall not have the right to assign its interests in this Agreement to any other party, unless the prior written consent of Licensor is obtained.

TERMINATION. This Agreement grants the Licensee perpetual use of The Music for The Project.

Either party may terminate this Agreement by written notice to the other party where there has been a default in the due observance or performance of any material covenant, condition or agreement herein by the other party and such default has continued for a period of thirty days after written notice specifying the same.

EFFECT OF TERMINATION. After termination of this Agreement, all rights granted to the Licensee shall revert to the Licensor, and the Licensee will cease from any and all further use of The Music. Termination or expiration of this Agreement shall not extinguish any of the parties obligations under this Agreement.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

SECTION HEADINGS. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Montana of the United States of America.