

ROYALTY-FREE LICENSE AGREEMENT

This license agreement (hereafter referred to as the "AGREEMENT") is made between the purchaser (hereafter referred to as the "LICENSEE") and the publisher (hereafter referred to as the "LICENSOR"), in regards to the music file(s) [[LIST_OF_PURCHASED_TRACKS]], (hereafter referred to as the "REPRESENTED TRACKS") on the date of [[DATE_OF_PURCHASE]] set forth below.

GUARANTEE

LICENSEE guarantees that it owns and controls the rights represented herein with respect to the recordings and the musical compositions in each of the REPRESENTED TRACKS and has and will hold throughout the TERRITORY and during the DURATION the above listed rights to exploit the REPRESENTED TRACKS as contemplated herein. LICENSOR shall indemnify and hold the LICENSEE harmless from any and all claims, liabilities and costs, losses, damages or expenses (including attorney's fees) arising out of any breach or failure of any covenants or warranties made by the LICENSOR herein.

GENERAL TERMS

The mechanical, synchronization, and performance rights granted to the LICENSEE within the AGREEMENT include (1) right to re-record, duplicate and release the REPRESENTED TRACKS as part of a production in whatever medium(s) necessary (i.e. video tape, film, CD-ROM, DVD). If the music is used in software such as a video game application or other software product, the music must be "embedded" so that the end user of the software or video game is unable to extract or use the music on its own; (2) right to use the music as a soundtrack "synced" with visual images as part of a production; and (3) right to use the music as part of the public viewing or broadcast of a production (including but not limited to TV shows, videos, DVDs, Web Sites, podcasts, multimedia presentations, and films).

RIGHTS NOT INCLUDED IN THIS AGREEMENT

The rights granted to the LICENSEE do not permit the LICENSEE to (1) claim ownership or authorship of the music represented under this AGREEMENT; (2) transfer, share or sub-lease this license agreement with any other party; (3) copy or duplicate the REPRESENTED TRACKS except for use in the LICENSEE'S productions; (4) permit any other individual or third party the right to use the REPRESENTED TRACKS in place of the LICENSEE; (5) resell, trade, or exploit for profit the REPRESENTED TRACKS contained herein outright or as part of other music and/or audio-related collections, in part or in whole, to any other individual or party (although the music can be sold as part of the production, which is a clear and distinct product from REPRESENTED TRACKS themselves.) The LICENSOR maintains all intellectual property rights with regard to the marketing and sales of all tracks and any infringement thereof is punishable by law.

TERRITORY

The territory of this contract is the world.

CREDITS

The LICENSEE is not required to credit the REPRESENTED TRACKS to the composer, publisher, or LICENSOR in the LICENSEE's productions (in liner notes, rolling credits, verbal acknowledgment, etc.)

But if the LICENSEE chooses to do so, LICENSOR requests but does not require that the LICENSEE use the verbiage "Music by Lewis McGregor of IndieTips.com".

DATES

The term of the contract is effective on [[DATE_OF_PURCHASE]] pending that the payment of FEES and delivery of REPRESENTED TRACKS have occurred. The duration of the AGREEMENT shall continue throughout duration of the lifetime of the LICENSEE.

FEES

The LICENSEE agrees to pay the LICENSOR a one-time fee of [[COST_OF_PURCHASE]]. The LICENSEE will not owe any future additional royalties or fees to the LICENSOR for future use of the REPRESENTED TRACKS within the terms of this AGREEMENT.