

LICENSE: INTERNET: VIDEO DOWNLOAD

Terms and Conditions of Song Use:

License made this day between Rumblefish, Inc., 919 S.W. Taylor St., Suite 300, Portland, Oregon 97205 and the company specified above (Licensee). Rumblefish grants Licensee the non-exclusive right to use the master recording(s) and underlying musical composition(s) listed above (individually and collectively, the "Song(s)"), in synchronism or timed-relation with an Internet video download (videogram) made and produced by Licensee for the Production named above, in the capacity described below:

- I. Downloadable videogram rights include the non-exclusive right and license to synchronize, fix, record, reproduce, use, distribute, and authorize the fixing of the Song(s) and portions thereof, in and as part of the Production, for the purpose of producing, distributing, selling, renting, leasing, and licensing Internet video downloads.
- II. Internet rights include the non-exclusive right and license to synchronize, fix, record, reproduce, and perform, exhibit and/or broadcast the Song(s), as embodied in the Production for downloadable animation and streaming audio. Licensee may not use Song(s) for audio downloads, Videoblogs (Vlogs, Vodcasts) and Podcasts.
- III. Promotional activities include the non-exclusive right and license to use the Song(s), in connection with any ancillary rights, merchandising rights, cross-promotions, and commercial tie-ins connected with the Production, including promotional films such as featurettes and trailers, special videograms, Electronic Press Kits (EPKs), promotions, merchandising, supplementary marketing and other commercial exploitation.
- IV. Foreign language translations include the non-exclusive right and license to prepare, or have others prepare, foreign language translations of the lyrics of the Song(s), and to display and perform such translated lyrics in connection with the exhibition, performance and other use of the Production, in any and all media, whether now known or hereinafter devised.
- V. Licensee must provide a Song(s) Cue Sheet to the appropriate Performance Rights Organizations with regard to the Production upon the later of execution of this agreement, or within sixty (60) days of the initial exhibition/broadcast of the Production whenever any use granted in this License results in a public small performance of the Song(s) in whole or part, including but not limited to broadcast, commercials, and promotional exhibition.
- VI. Artist name and likenesses includes the non-exclusive right and license to use the name, likeness, and biographical material of any or all of the writers, artists, producers, (individually and collectively, the "Artists") and titles in connection with the Song(s).
- VII. License Term, Territory, Song Use and Song Use Duration are specified above in the "Invoice Description Field." The License Term begins upon initial release of Production.
- VIII. **License Fee:** By using the Song(s) in the Production, Licensee agrees to be bound by this Invoice and License. No rights are granted until Rumblefish receives full payment of the Fee. Nothing contained in this License obligates Licensee to embody the Song(s) in the Production and Rumblefish acknowledges that Licensee has not made and is not making any representation or warranty with respect to whether any use of the Song(s) will be made.

- IX. Any disputes Licensee may have concerning the invoice amount, License Fee or the rights granted, including any rights to a refund, must be submitted to Rumblefish, Inc., in writing, within ten (10) days of the invoice date (see Notice below), or it shall be deemed that the Licensee accepts this invoice and License as issued.
- X. Unless permitted in the License, you may not:
- Sublicense, re-license, rent or lease any Song
 - Copy or publish any Song to a network or bulletin board
 - Otherwise distribute or allow any Song to be distributed to or used by anyone other than the authorized users, without prior written consent from Rumblefish.
 - Use any Song in connection with any form of pornography
 - Use any Song in a libelous, defamatory, fraudulent, infringing or otherwise illegal manner
 - Use any Song to promote a business that sells or licenses Songs, or otherwise competes with Rumblefish in any manner
 - Ship, transfer or export any of the Songs into any country or use any of the Songs in any manner prohibited by any export laws, restrictions or regulations
- XI. Rumblefish warrants and represents that it has the right to enter into and perform this agreement, and that the proper exercise by Licensee of the rights granted hereunder will not violate the rights of any third party. Licensee warrants and represents that it has the right to enter into and perform this agreement.
- XII. **Indemnification:** Rumblefish agrees to indemnify and hold harmless Licensee from any and all costs and expenses (including but not limited to legal costs and attorney fees) resulting from any and all claims inconsistent with such agreements, representations, or warranties made herein.
- XIII. **Breach and Remedies:** Neither Rumblefish nor Licensee can be deemed in breach of this License, unless the notifying party gives notice of failure to perform to the other party and such failure is not cured within thirty (30) days from and after such notice or, if such breach is not reasonably capable of being cured within said thirty (30) day period, proceed with reasonable diligence to complete the curing of such breach thereafter. In the event of any uncured breach of this License, the remedy for either party is limited to remedy at law for money damages, if any, and in no event shall Rumblefish have the right in any manner to enjoin or restrain the Production.
- XIV. **Assignment:** Licensee shall have the right to assign this license or any rights granted to Licensee hereunder, provided no such assignment relieves Licensee of any liability hereunder. Licensee shall not give such assignment without written notice from the assignee to Rumblefish of assignee's further performance of Licensee's obligations under this License.
- XV. **Notice:** All notices hereunder shall be given by registered or certified (return receipt requested) mail, by telegraph, or by any other means by which delivery may be verified. Notice shall be given to the above addresses or to such other addresses as the parties may designate from time to time by notice delivered in like manner.
- XVI. **Governing law:** This agreement has been entered into in, and is to be interpreted in accordance with the laws of, the state of Oregon. This agreement represents the entire agreement between the parties and may not be altered or amended except by a further writing signed by both parties.
- XVII. In addition to this License, as a Registered User of the Rumblefish Music Licensing Store, you are bound by the terms and conditions to which you AGREED when you accepted the online Terms and Conditions Agreement during registration.