

LICENSE AGREEMENT

PARTIES Jonas Hagström /Action Media Music (810503-1416), Rådhusgatan 59 A, 831 37 Östersund (“the Licensor”), on the one side, and
(“the Licensee”), on the other side

LICENSE OBJECT Licensed master recordings:
Performing Artist:
Music composed by:
Lyrics written by:

CONTROLLED COMPOSITIONS? YES NO

AUTHORS REPRESENTED BY STIM? YES NO

PRODUCTION (“the Production”)

DURATION (MAXIMUM)

LICENSED USES	Commercial film?	YES	NO
	Feature film?	YES	NO
	Internet?	YES	NO
	Internet – Music Only?	YES	NO
	DVD?	YES	NO
	On hold Phone System?	YES	NO

NUMBER OF COPIES - DVD

TERM

TERRITORY

LICENSE FEE

The attached general terms and conditions and any other attachments to this contract, shall form an integral part of this contract. By signing this contract, the Licensee confirms that it has read, understood and approves of all the conditions laid out therein.

On behalf of the Licensor

On behalf of the Licensee

Date:

Date:

.....
Jonas Hagström

.....
(Signature and name)

GENERAL TERMS AND CONDITIONS

1 GENERAL TERMS AND CONDITIONS

- 1.1 These general terms and conditions shall apply to the licensing contract between the Licensor and the Licensee as regards the Production (“the Contract”) together with any other appendices attached to the Contract. Any references to this “Agreement” below refer to these general terms and conditions together with the terms and conditions of the Contract and any other appendices attached to the Contract.

2 PREAMBLE

- 2.1 Whereas Licensor holds one hundred percent (100 %) of certain rights as regards the master recordings listed in the Contract (“the Master Recordings”), embodying recordings of performances of the musical and literary and literary works listed in the Contract (“the Compositions”) by the performing artists listed in the contract (“the Artists) and whereas the Compositions has been created by certain authors (“the Authors”).

- 2.2 Whereas Licensee wishes to license the Master Recordings and, if the Compositions are also licensed under this Agreement, for use in the Production and for the licensed uses indicated in the Contract (“the Licensed Uses”).

Now therefore, in consideration of the foregoing, the parties agree as follows.

3 LICENSE GRANTED IN THE MASTER RECORDINGS

- 3.1 Subject to the terms and conditions of this agreement, Licensor hereby grants to Licensee the right to exploit the Master Recordings during the Term and throughout the Territory as regards the Licensed Uses, whereby the Licensed Uses shall allow Licensee to exploit the Master Recordings as follows.

3.2 Commercial Film

- i) The right to synchronize the Master Recordings with the picture and sound of the Production or otherwise make copies of the Master Recordings when producing the Production;
- ii) subject to the written approval of the Licensor in each individual case, the right to edit, adapt or otherwise alter the Master Recordings for the purpose of adapting the Master Recordings to the picture and/or sound of the Production or else edit, adapt or otherwise alter the Master Recordings if necessary for the purpose of this Agreement;
- iii) the right to copy the Master Recordings when producing Videograms and similar for the purpose of facilitating the distribution of the Production to TV-network companies, motion picture theatres, retail outlets etc, as well as the right to distribute such copies to TV-network companies etc;
- iv) the right to broadcast the Production in television (whether by national network, cable, satellite or else), radio or any other similar means of Communication to the Public; and
- v) right to show the Production in cinema, at retail outlets for Licensee’s products and services, in shops, at fairs and meetings or else Publicly Perform the Production.

3.3 Feature Film

- i) The right to synchronize the Master Recordings with the picture and sound of the Production or otherwise make copies of the Master Recordings when producing the Production as well as the right to synchronize the Master Recordings with the picture and sound of commercials for the Production;
- ii) subject to the written approval of the Licensor in each individual case, the right to edit, adapt or otherwise alter the Master Recordings for the purpose of adapting the Master Recordings to the picture and/or sound of the Production or else edit, adapt or otherwise alter the Master Recordings if necessary for the purpose of this Agreement;
- iii) the right to copy the Master Recordings when producing Videograms and similar for the purpose of facilitating the distribution of the Production and commercials for the Production to TV-network companies, motion picture theatres etc, as well the right to distribute such copies to TV-network companies etc;
- iv) the right to broadcast the Production and commercials for the Production in television (whether by national network, cable, satellite or else), radio or any other similar means of Communication to the Public; and
- v) the right to show the Production and commercials for the Production in cinema, in shops at fairs and meetings or else Publicly Perform the Production.

3.4 Internet

- i) The right to make the Production and, if applicable, commercials for the Production, available on the Internet for downloading, streaming, streaming on demand, video on demand or any other means communication to the public via the Internet, telecommunication networks or else by wire or wireless means.

3.5 Internet – Music Only

- i) The right to make the Master Recordings available, separate from the Production, free of charge, on the Internet for downloading, streaming, streaming on demand, video on demand or any other means communication to the public via the Internet, telecommunication networks or else by wire or wireless means. For the avoidance of doubt, Licensee or its licensees may not charge the end user for the downloading of the Master Recordings etc.

3.6 DVD

- i) The right to copy the Master Recordings when producing Videograms (in physical format) embodying the Production and, if applicable, commercials for the Production, whereby Licensee may not make copies in excess of the edition agreed upon in the Contract; and
- ii) the right to sell, lease, lend, distribute or otherwise make Videograms (in physical format) embodying the Production and the Master Recordings available to the public.

3.7 On Hold Phone System

- i) The right to make the Master Recordings available in on hold phone systems.

4 **USE OF THE MASTER RECORDINGS FOR PUBLIC PERFORMANCE ETC.**

- 4.1 The license to use Master Recordings for public performance and for communication to the public under this Agreement shall be subject to the limitations contained thereon in § 47 of the Copyright Act and any other identical or similar legislation in any country of the Territory.

5 **EXCLUSIVITY**

- 5.1 All rights granted pursuant to this Agreement are non-exclusive.

6 **DURATION, SEPERATE USE OF THE MASTER RECORDINGS AND OWNERSHIP**

- 6.1 The use of the Master Recordings in the Production and, if applicable, in commercials for the Production, shall be limited to a use for the maximum duration set forth in the Contract.
- 6.2 Unless Licensee has acquired a license for “Internet-Music Only”, the use of the Master Recordings pursuant to this Agreement is limited to the use of the Master Recordings simultaneously with the use of the Production or, if applicable, the use of commercials for the Production.
- 6.3 Any rights no expressly granted and set forth in this Agreement are reserved by Licensor. This agreement shall not constitute a transfer of ownership to the Master Recordings. All rights, title and interest to the Master Recordings and (as in between Licensee and Licensor) shall remain vested in Licensor. Notwithstanding the foregoing and subject to such ownership of Licensor, Licensee shall be the sole owner of all rights, title and interest to the Production.

7 **CONTROLLED COMPOSITIONS**

- 7.1 In the case that the compositions contained in the Master Recordings are Controlled Compositions, Licensor hereby grants to Licensee, the right to exploit the Controlled Compositions in the same manner as Licensee may exploit the Master Recordings according to the provisions of this Agreement.
- 7.2 Notwithstanding the foregoing, any rights granted to Company hereunder as regards the use of the Controlled Compositions shall be subject to the limitations contained in §§ 42 a and 42 e of the Copyright Act or any similar legislation in any country of the Territory. The Licensee confirms that it has understood that, based on §§ 42 a and 42 e of the Copyright Act, STIM may require sound radio and televisions organizations to acquire a license from STIM as regards the broadcasting of the Controlled Compositions and this also if the Authors are not represented by STIM.
- 7.3 Notwithstanding the foregoing, unless the Authors are identified in the Contract as not represented by STIM, the rights granted to Company hereunder as regards the use of the Controlled Compositions, shall also be subject to the limitations that may follow from a membership contract that the Authors have with STIM or any other collecting society that is a member of CISAC. Hence, this contract shall not prevent STIM etc. from licensing rights contained herein, inter alia so called mechanical licenses, if this is allowed according to the provisions of such membership contract and in such case, this Agreement shall not prevent the Authors to receive full compensations from such uses.
- 7.4 The term “Controlled Compositions” shall mean each Composition to which rights are held in whole or in part (if in part, to such extent) by Licensor.

8 **TERMS OF PAYMENT**

- 8.1 Licensee shall pay license fee agreed upon in the Contract against a duly issued invoice by Licensor. Terms of payment: 10 days net.
- 8.2 In the event that Licensee should fail to make payment in full on the due date, Licensor shall be entitled to claim interest on the sum overdue until payment is made at the rate of 15 (fifteen) per cent per annum.
- 8.3 All taxes of whatever kind levied in the country of the Licensee, including so called “withholding taxes” shall be paid by the Licensee. Hence, the license fee agreed upon in the Contract shall be net of any non-Swedish taxes.

9 **WARRANTIES AND REPRESENTATIONS**

9.1 Licensor hereby represent and warrant that the Master Recordings and, if Controlled Compositions are licensed, the Controlled Compositions shall not infringe on the copyrights or other rights of any person or entity and shall not violate any law in any country of the Territory. Thereby, Licensor especially represent and warrant that:

- i) it possess full power and authority to enter into and perform this agreement, it has not entered and shall not enter into any arrangement which may conflict with this agreement and that there are no liens or encumbrances against the Master Recordings or the compositions which would derogate from or be inconsistent with the rights granted to Licensee;
- ii) it has obtained all relevant consents from the Artists, musicians, producers, mixers and other persons and companies involved in the recording and production of the Master Recordings in respect of the use of the Master Recordings hereunder and that the licensee fee pursuant to the Contract shall include compensation for all recording costs, royalties to the artist, musicians, producers, mixers etc.;
- iii) the Master Recordings and the Controlled Compositions shall be original and does not contain any samples which have not been cleared or else infringe upon the right of any person or third party;
- iv) there is in existence valid and subsisting agreements with the Artists and the Authors pursuant to which the Artists and the Authors has granted all rights to Licensor which are granted to Licensee hereunder and that Licensor shall not terminate such agreement with the Artists and the Authors during the term of this Agreement or do anything or omit anything by which the Artists or the Authors is able to terminate such agreements during the term of this Agreement;
- v) the Master Recordings and the Controlled Compositions does not contain any material which is referred to in chapter 16 § 5 of the Swedish Criminal Act as regards instigation of rebellion, in chapter 16 § 8 of the Swedish Criminal Act as regards the persecution of an ethnic group, in chapter 16 § 10 a of the Swedish Criminal Act as regards child pornography crimes or chapter 16 kap § 10 b of the Swedish Criminal Act as regards unlawful descriptions of violence;
- vi) the Master Recordings and the Controlled Compositions shall not be obscene and defamatory of any person,; and
- vii) if the Authors are not represented by STIM, that the Authors shall remain not represented by STIM during the term of this Agreement.

10 **INDEMNIFICATION**

10.1 Licensor shall indemnify and hold harmless Licensee and its licensees (including any directors, members, employees and other representatives) from and against any and all claims, losses, damages, liabilities, costs and expenses, including, without limitation, legal expenses and reasonable counsel fees, arising out of any breach or alleged breach by Licensor of the above warranties and representations and/or use of the Master Recordings or Controlled Compositions as permitted hereunder, provided that the claim in question is reduced to a final non-appealable judgment or a settlement to which Licensor has given its prior written consent, which shall not be unreasonably withheld. Licensee shall notify Licensor of any action commenced on such a claim. Licensor may participate in the defense of any such claim through counsel of his selection at its own expense.

10.2 For the avoidance of doubt, Licensor assumes no liability whatsoever for claims made by STIM, NCB, SAMI, IFPI or any other Swedish or non-Swedish collecting societies as regards the use of the Master Recordings and the Controlled Compositions hereunder if such claims are based on the provisions of a valid membership contract between the Authors and STIM, or between the Authors and another collecting society that is a member of CISAC and/or §§ 42 a, 42 e & 46 of the Copyright ACT or any identical or similar non-Swedish legislation as regards the public performance or communication to the public of the Master Recordings and the Controlled Compositions.

11 **LIMITATION OF LIABILITY**

11.1 Licensor assumes no liability for indirect or consequential damages, loss of data or other inconvenience caused in any way by the exploitation of the Master Recordings or the Controlled Compositions hereunder, unless such damages has been caused by the intent or gross negligence of Licensor. In addition to the foregoing and as regards any damages, including direct damages, in the absence of intent or gross negligence by Licensor, the obligation of Licensor to pay damages or to hold Licensee harmless from third party claims according to sub-section 10.1 and 10.2 above, the liability of Licensor shall be limited to the payment of a sum equal to that of the license fee stipulated in the Contract.

12 **TERM AND PREMATURE TERMINATION**

12.1 This Agreement shall remain in force for the duration of the Term as stipulated in the Contract.

12.2 Notwithstanding the foregoing, any of the parties hereto may terminate the term of this Agreement, should the other party permit or commit any material breach of this Agreement and should the other party fail to remedy such breach within 30 days after receipt of written notice

12.3 Upon expiry, or the premature termination of this Agreement, all rights granted to Licensee in this Agreement shall revert to Licensor, whereby Licensee shall immediately refrain from any continuing use of the Master Recordings and the Controlled Compositions.

13 **TRANSFER OF AGREEMENT**

13.1 Both parties shall be entitled to assign, grant or otherwise transfer this Agreement (including any of its rights and obligations there under) in whole or in part without limitation and without first having to seek the approval of the other party.

14 **MISCELLANEOUS**

- 14.1 Any notice, termination, request, consent and other communication to be given by a party under this Agreement (hereinafter called a "Notice") shall be in the English or the Swedish language and deemed to be valid and effective if personally served on the other party or sent by registered prepaid airmail or by e-mail to the addresses as indicated above. A notice shall be deemed to have been given, in the case of personal service, at the time of service, in the case of prepaid registered mail, at the latest 3 (three) days after the date of mailing and in the case of e-mail, when the receipt of the e-mail has been duly confirmed. Changes of address are to be notified as set out in this provision.
- 14.2 Only those amendments and additions to this contract that are made in writing and duly signed by both parties shall be valid.
- 14.3 This contract constitutes the entire agreement between the parties on all issues to which the agreement relates. The content of this Agreement and its appendices supersedes all previous written or oral commitments and undertakings.
- 14.4 This Agreement shall be governed by Swedish law and all disputes arising from or relating to it shall be heard by the district court of Nacka ("Nacka Tingsrätt") in the first instance

15 **DEFINITIONS**

- 15.1 For the purpose of this agreement the following expressions shall have the following meanings:

Copyright Act	The Swedish Act on Copyright in Literary and Artistic Works of 1960:29 as amended to July 1, 2005.
Distribution	the making available of tangible materials, such as DVD:s, to the public.
Communication to the Public	shall mean the making available of intangible materials to the public by wire or by wireless means from a place other than that where the public may enjoy the materials. Communication to the public includes also acts of communication that occur in such a way that members of the public may access the materials from a place and at a time individually chosen by them.
On Hold Phone Systems	a system for telecommunication services allowing messages and music to be played while callers are on-hold or being transferred.
Public Performance	shall mean the making available of intangible materials to the public, with or without the use of a technical device, at the same place as the one where the public may enjoy the materials.
Videogram	The analogue or digital fixation of the sound and picture of a performance or of other audiovisual works or material, whereby "fixation" shall mean the embodiment of the audiovisual material, or of the representations thereof, from which they can be perceived, reproduced or communicated through a device. DVD's, Blue Rays, VHS-tapes, USB and audiovisual files, such as AVI files, MPEG-4 files and WMV files, are all examples of Videograms (without limitation).