

ATTACHMENT E

SYNCHRONIZATION LICENSE

Dated: September 24, 2018

[LICENSEE]

Copyrighted Work(s): _____
Publisher: _____
Writer(s): _____
Percentage owned: _____ %
Videodisc Title & Format: _____
Artist: _____

We hereby warrant and represent that we are the owner of a valid United States copyright in the above Copyrighted Work(s); the Copyrighted Work(s) is original and does not violate or infringe upon the rights of any person, firm or other entity; we have the full right, power and authority to grant this license; and we will be responsible for payment of all sums due to the writer(s) of the Copyrighted Work(s) by reason of your exercise of the rights granted herein.

Upon your obtaining a fully-executed copy of this license, we hereby grant you the nonexclusive right to synchronize the above-referenced Copyrighted Work(s) in time-relation of the Videodisc named above for sale for home use only. It is further understood that such synchronization is of a live performance of said Copyright Work(s) and that the performances of any artists other than the Artist(s) named above are not to be used for said Videodisc.

Pursuant to the above facts and in consideration of the mutual covenants and conditions herein set forth, the parties do hereby agree as follows:

1a. Upon the execution of this agreement, you shall pay to us a royalty for each Copyrighted Work named above equal to _____ (\$____) per Videodisc produced by you for each Videodisc sold. The royalty shall be reduced proportionate to the percentage owned or administered by us where our rights are not equal to 100% of the copyright in said Copyrighted Work(s). The royalty rate granted herein is offered on a "most favored nations" basis with all other publishers of copyrighted material contained on the Videodisc referenced above. Should you grant any other publisher a higher royalty rate or more favorable terms than those outlined herein, we shall automatically become entitled to payment at such higher rate or upon more favorable terms as though such rate or terms were set forth at length in this agreement.

1b. Videodiscs which are distributed as promotional units or as so-called "free goods" shall not be deemed sold and no royalties shall be payable under this agreement. The distribution of such "free goods" or promotional units shall not exceed ten percent (10%) of total sales.

2. You shall account to us for and pay all royalties due in U.S. Dollars within sixty (60) days after the last days of June and December of each year. An advance against royalties equal to 500 copies of the Videodisc is due upon execution of this agreement.

3. The territory of this license is the World.

4. You shall accord us screen credit on positive prints of the Videodisc in a size and form no less or more prominent than any other Copyrighted Work. You shall require compliance with the foregoing credit in all agreements for the distribution, exhibition or other exploitation of the Videodisc. All other characteristics of said credit shall be at your discretion.

5. This license covers and is limited to the recording of the Copyrighted Work(s) by the above Artist on the above Videodisc (and re-releases thereof).

6. The term of this Agreement shall commence on the date hereof and continue for the life of the Videodisc, unless cancelled in writing by either party.

7. We hereby indemnify, save and hold you harmless from any and all loss or damage (including legal expenses and reasonable attorney's fee) arising out of or connected with any claim by a third party which is inconsistent with our warranties and representations contained herein.

8. Your and our status hereunder shall be that of independent contractors and nothing herein shall create, expressly or impliedly, a partnership, joint venture or other association between the parties.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns, and shall be construed and interpreted under the laws of the State of Texas applicable to agreements entered into and wholly performed therein. Any dispute arising hereunder shall be determined by a court of competent jurisdiction within the State of Texas.

This Agreement is the entire agreement between you and us with respect to the subject matter hereof. This Agreement may be amended only by a written instrument executed by you and us. A waiver by any part of any term or condition of this Agreement must be in writing and shall not in any instance be deemed or construed as a waiver of such term or condition for the future, or any subsequent breach thereof.

Sincerely,

[LICENSOR]

By: _____

Federal I.D. No. _____

Agreed To and Accepted By:

[LICENSEE]

By: _____

Federal I.D. No. _____