

ATTACHMENT D

MOVIE SYNCHRONIZATION AND PERFORMING RIGHTS LICENSE

The musical composition (hereafter referred to as “composition”) covered by this license is “ _____ ” by _____.

The motion picture covered by this license is “ _____.”

The type, maximum duration and number of uses of the composition to be recorded are: _____.

Administrative share: _____

The territory covered hereby is: _____

IN CONSIDERATION of the sum of _____ (\$ _____) receipt of which is hereby acknowledged, _____ hereby grants to _____ (producer), its successors and assigns the following rights:

- (a) the nonexclusive, limited right, license, privilege, and authority to record in any manner, medium, form or language, in each country of the territory the aforesaid type and use of the composition in synchronization or in timed-relation with the motion picture, but not otherwise, and to make copies of such recordings in the form of negatives and prints necessary for theatrical exhibition or broadcast on television as hereinafter provided for, and to import said recordings and/or copies thereof into any country throughout the territory all in accordance with the terms, conditions and limitations hereinafter set forth;
- (b) the nonexclusive, limited right and license to publicly perform for profit of nonprofit and authorize others so to perform the composition in the exhibition of the motion picture to audiences in motion picture theaters and other places of public entertainment where motion pictures are customarily exhibited throughout the world including the right to televise the motion picture into such theaters and other such public places;
- (c) the nonexclusive, limited right and license to publicly perform and authorize others so to perform in all form and media of distribution and exhibition of the Production for so-called Nonbroadcast (Nontheatrical) exhibition (including, without limitation, educational, institutional organizations, in-flight or in-transit distribution, corporate locations and U.S. military bases).

The exhibition of the motion picture in the United States by means of television (other than described in subparagraph (___) b) herein above) including by means of “pay television,” “subscription television,” “CATV” and “closed circuit” into homes television, is subject to the following:

- (a) The motion picture may be exhibited by means of television by network, nonnetwork, local or syndicated broadcasts, “pay television,” “subscription television,” and “closed circuit” provided that such television stations have valid performance licenses therefor from the American Society of Composers, Authors

and Publishers (ASCAP) or Broadcast Music, Inc. (BMI), from Publisher, or from a person, firm or corporation having the legal right to issue such license.

(b) It is agreed that public performance of the motion picture in such portion of the territory as is outside of the United States, will be in accordance with their customary practices and the payment of their customary fees.

Publisher also grants to Producer the nonexclusive, limited right to reproduce the composition, as recorded in the motion picture in audiovisual devices, whether now known or hereafter devised, including, but not limited to, videocassettes and videodiscs, manufactured primarily for distribution for the purpose of "home use" ("Videograms") and to distribute them by sale or otherwise in each and every country of the territory for any and all purposes now or hereafter known, without Producer having to make any additional payments therefor.

This license does not authorize or permit any use of the composition not expressly set forth herein and does not include the right to alter the fundamental character of the music of the composition, to use the title or subtitle of the composition as the title of any motion picture, to use the story of the composition, or to make any other use of the composition not expressly authorized hereunder.

The recording and performing rights hereinabove granted include such rights for air, screen, television, and audiovisual trailers, promotions and advertisements for the promotion or exploitation of the motion picture in all media now known or hereafter devised.

The recording and performing rights hereinabove granted shall endure for the worldwide period of all copyrights in and to the composition and any and all renewals or extension thereof without Producer having to pay any additional consideration therefore.

Publisher represents and warrants that it owns or controls the aforesaid extent of interest of the composition licensed in the aforesaid Territory hereunder and that it has the legal right to grant this license and that Producer shall not be required to pay any additional monies, except as provided in this license, with respect to the rights granted herein. Publisher shall indemnify, defend and hold harmless Producer, its successors, assigns and licenses from and against any and all loss, damages, liabilities, actions, suits or other claims arising out of any breach, in whole or in part, of the foregoing representations and warranties, and for reasonable attorneys' fees and costs incurred in connection therewith; provided, however, that such Publisher's total liability shall not exceed the consideration paid hereunder.

Publisher reserves all rights not expressly granted to Producer hereunder. All rights granted hereunder are granted on a nonexclusive basis.

This license is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.

This license shall be governed by and subject to the laws of the State of _____ applicable to agreements made and to be wholly performed with such state.

In the event of any breach of any provision of this agreement by Producer, Publisher's sole remedy will be an action at law for damages, if any, and in no event will Publisher be entitled to or seek to enjoin restrain, interfere with or inhibit the distribution, exhibition or exploitation of the motion picture. In no event shall Producer have less rights hereunder than a member of the public would have in the absence of this agreement.

No failure by Producer to perform of any of its obligations hereunder shall constitute a breach hereof, unless Publisher gives Producer written notice of such nonperformance and Producer fails to cure such alleged nonperformance within sixty (60) days of its receipt of such notice.

All notices hereunder required to be given to the parties hereto and all payments to be made hereunder shall be sent to the parties at their addresses mentioned herein or to such other addresses as each party respectively may hereafter designate by notice in writing to each other.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of _____ on _____.

ON BEHALF OF _____

(Publisher)

(Producer)

Address

Address