

CAMPUSMOVIEFEST

MUSIC SYNCHRONIZATION AND MASTER USE LICENSE AGREEMENT

This Music Synchronization and Master Use License Agreement ("Agreement") is made and entered into this ___ day of _____, 200_ ("Effective Date") by and between _____ (the "Publisher(s)") whose address is _____ and Ideas United, LLC, a Georgia limited liability company ("IU" or "Licensee") ("IU" and "Publisher" shall collectively be referred to as the "Parties"):

WITNESSETH

WHEREAS, IU is engaged in the business of providing a full suite of events planning services entitled Campus MovieFest that allows its Participants to produce short movies (the "Program" or "Project") that may include the master use and synchronization of music; and

WHEREAS, The Publisher is the owner and copyright holder of certain Master Recordings and desires to permit IU and its partners to use such Master Recordings in its Programs.

NOW, THEREFORE, for and in consideration IU to pay a license fee in the sum of \$1.00 and other good and valuable consideration to all Publishers, receipt of which is hereby acknowledged, and of the mutual promises made by the Parties hereto, and the mutual benefit anticipated by the Parties, it is agreed as follows:

1. Grant of Master Use License. Publishers hereby grant to Licensee a non-exclusive license to use the master recording(s) embodying the performances of the artists(s) known professionally as _____ ("Artist") comprising the musical compositions listed on Exhibit "A" ("Licensed Master(s)") annexed hereto and made a part of this Agreement, in and in connection with the Project in any and all media whether now known or hereafter solely devised, in the Territory for the Term, in any and all languages, as well as in advertising, publicity, and promotion of the Project. Licensee may use the Licensed Masters for any purpose, including, but not limited to, Background, Feature, Theme, Concert, Credits, as long as such purpose is in connection with the Program. Publisher further grants Licensee the right to perform post-production mastering alterations to the provided Licensed Masters, provided that such post-production mastering alterations shall not be used, distributed, or exploited separately or independently of films in the Project. Post-production mastering alterations may be, but are not limited to, compression, equalizing, limiting, normalizing, adding echo effect or any other alteration deemed necessary by Licensee to conform said Licensed Masters to the Project. The Licensee may use the Licensed Masters in whole or in part, edited or otherwise modified in Licensee's sole discretion. Nothing herein requires Licensee to use the Licensed Masters in the Project. All rights in and to the Project shall be owned solely by Licensee, and Publishers shall have no rights therein.

2. Grant of Synchronization License. Publishers grant to Licensee the non-exclusive, irrevocable right, license, privilege and authority to copy, sell, perform, edit and/or loop portions of, record on film or video and use the musical compositions and recordings embodied in the Licensed Masters in synchronization or timed relation with the film productions in the Project during the Term throughout the world and any medium or forum, whether now known or hereinafter created. Publisher authorizes Licensee to use or cause to be used the aforesaid musical compositions and recordings contained in the Licensed Masters in conjunction with the Project in any manner Licensee deems fit, including, but not limited to, the purpose of advertising and exploiting the Project and the right to license and distribute the aforesaid musical compositions in conjunction with Project throughout the world and any medium or forum, whether now known or hereinafter created. Notwithstanding the foregoing, the musical compositions and recordings contained in

the Licensed Masters licensed pursuant to this agreement shall not be distributed or exploited separately or independently of films in the Project. Both the Master use License and the Synchronization License are granted upon the express condition that the musical compositions and recordings contained in the Licensed Masters shall not be used to manufacture, sell, license, or exploit sound records or otherwise be used apart from the Program.

3. Publicity. Licensee shall have the right to publish, advertise, announce and use in any manner or medium, the name, sobriquet, biography and photographs or other likenesses of Publishers in connection with any exercise by Licensee of its rights hereunder. Furthermore, Publishers grants to Licensee the perpetual but not exclusive right to use, and to license others to use reproductions of Publishers' physical likeness and/or voice for the purpose of advertising and exploiting any work embodying the Project and the right to use any of the rights herein granted for commercial advertising or publicity (including endorsements) in connection with any product, commodity or service manufactured, distributed or offered by Licensee in connection with the Project.

4. Term. The license granted in this Agreement shall be for a term of ten years commencing January 1, 2006, and ending December 31, 2016 ("Term").

5. Consideration. In consideration for granting the foregoing Synchronization License and Master Use License to Licensee, as a license fee for all rights granted and licensed pursuant to this Agreement, Licensee shall pay to all Publishers the sum of One dollar (\$1.00) and other good and valuable consideration, payable to Publisher, receipt of which is hereby acknowledged. No further amounts shall be payable by Licensee to Publisher in connection with the licenses granted hereunder.

6. Credit. Licensee shall use best efforts to credit the Publishers and Artist, and include such credit in the final edited version of the movies produced in the Program, including reproductions and video thereof (in each case in which screen credits for music are included in the Project). Licensee further agrees to use reasonable efforts to promote Publishers to all participants in the Project and to visitors on www.campusmoviefest.com and by other means available to Licensee from time to time. Subject to the foregoing, all other characteristics of such credit or any other credit shall be determined by Licensee in its sole discretion. No casual or inadvertent failure by Licensee to comply with the credit requirements set forth above, nor any failure by third parties to so comply, shall constitute a breach of this Agreement by Licensee.

7. Delivery Requirements. Publishers shall deliver a CD or DAT mix of the Licensed Masters to Licensee on or before _____.

8. Representations and Warranties. Publishers represent and warrant that: (i) Publishers are the Artist; (ii) Publishers have the full right and authority to enter into this Agreement; (iii) Publishers exclusively own or controls all copyright in and to the Licensed Masters and that Publishers own or control all other rights necessary to enter into and to fully perform this Agreement, and that no consents or releases from any person(s), or of any third person or entity are or will be required; (iv) Licensee's use of the Licensed Masters and the inclusion of the same in the Project will not violate any rights of any kind or nature whatsoever, including but not limited to, copyright, trademark, patent or other intellectual property rights, of any person, firm, corporation, association, society or other entity; (v) in the case that third party consents are necessary, Publishers will obtain in writing all requisite consents and permissions of labor organizations, the copyright owners, and the Artist (if applicable) whose performances are embodied in the Licensed Masters and that the

Publishers will pay all re-use payments, fees, royalties and other sums required to be paid for such consents and permission, in connection with Licensee's use of the compositions and recordings embodied in the Licensed Masters.

9. Indemnification. Licensor shall be liable for and shall indemnify, defend and hold harmless IU and IU's employees, trustees, officers, directors, shareholders, distributors, agents, affiliates and independent contractors (including students participating in the Program) from and against any and all claims, causes of action, loss, cost, property damage or injury in anyway arising from or related to (i) the alleged infringement of copyright or any other intellectual property rights in relation to IU's use of the Licensed Masters; (ii) the alleged infringement of copyright or any other intellectual property rights granted by Publishers to Licensee utilized by Licensee in any Program during Campus MovieFest; and (iii) IU's or its students use or inclusion of any Licensed Masters or other content contained within the Licensed Masters (including without limitation claims based on copyright, invasion of privacy, right of publicity, the Communications Decency Act of 1996, obscenity or pornography, and the violation of any states or ordinances or other laws).

10. Miscellaneous.

(a) Limitations of Agreement. The relationship of IU and Publishers hereunder is limited to the respective rights and obligations of the parties specifically provided herein. Notwithstanding any provision of this Agreement to the contrary, nothing herein shall be construed to create a partnership or joint venture between the parties, to authorize either party to act as agent for the other, to permit either party to undertake any agreement for the other, or to use the name or identifying mark of the other, all except as it is specifically provided herein. Neither party shall be construed for any purpose to be an employee subject to the control and direction of the other.

(b) Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of IU and Publisher. Provided however the partners and participants of Campus MovieFest are authorized by publisher to show the programs and play the music that goes along with the program in accordance with the terms of the licenses granted herein and on an unlimited basis and without the payment of any fee to the Publisher. Neither party shall assign any rights nor obligations under this Agreement without the express written authorization of the other party.

(c) Notices. Any notice, request, demand, waiver, approval or other communication which is required or permitted to be given hereunder shall be in writing and shall be deemed given if delivered personally or sent by telegram or telecopy (with transmission confirmed) or by certified or registered mail, return receipts required with postage prepaid, or by Federal Express or an equivalent overnight delivery service, addressed to the parties at their respective addresses as either party may designate in writing to the other. Such notice, request, demand, waiver, consent, approval or other communication shall be deemed to have been given as of the date so delivered, telegraphed, or telecopied, or on the fifth day after deposit in the United States mail or on the second day after deposit with Federal Express or an equivalent overnight delivery service.

(d) Governing Law. This agreement shall be governed by and construed in accordance with the laws of Georgia, without giving effect to its principles or conflicts of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction. Any dispute arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts of Georgia or of the United States District Court for the Northern District of Georgia. Any process in any action or proceeding arising out of or in connection with this

agreement may, among other methods, be served by delivering or mailing the same by registered or certified mail, directed to the other party at the address first written above. Any such delivery or mail service shall be deemed to have the same effect as personal service within the State of Georgia.

(e) Titles & Headings. Titles and headings to articles, sections, or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of this Agreement.

(f) Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement is held to be invalid or unenforceable, it shall be construed to have the broadest interpretation, which would render it valid and enforceable.

(g) Counterparts. This Agreement may be executed in one or more counterpart copies, each of which shall be deemed an original and all of which shall together be deemed to constitute one agreement.

(h) Interpretation. Each party acknowledges it has participated in the negotiation and preparation of this Agreement, and has reviewed this Agreement and had the opportunity to consult with its counsel and accountants with respect to its terms. Therefore, each Party agrees that the rule of construction to the effect that any ambiguities in a document shall be interpreted against the drafting party, will not be utilized in the interpretation, construction, or enforcement of this Agreement, and no consideration shall be given to the issue of which party hereto actually prepared, drafted or requested any term or condition of this Agreement or any Exhibit or other instrument subject hereto.

(i) Amendments. No amendments modifications or waivers to this Agreement shall be valid unless in writing and signed by all parties to the Agreement.

(j) Entire Agreement. This Agreement constitutes the entire agreement between IU and Licensor with respect to the services provided hereunder. This Agreement supersedes all prior agreements, proposals, representations, statements or understandings, whether written or oral, concerning the services or the rights and obligations relating to those services. This Agreement shall not be contradicted, explained or supplemented by any written or oral statements, proposals, representations, advertisements or service descriptions not expressly set forth in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.

Date: _____

By: _____

Ideas United, LLC

Date: _____

By: _____

David Roemer
Chief Executive Officer

Music Promotion (Exhibit A)

Artist/Publisher name: _____

Please list all **CD titles** (for full CDs) or **song titles** (for individual songs) that may be used as described for Campus MovieFest in the attached Synchronization and Master Use License Agreement.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

We're working to promote your group. Providing some of the following info to help us.

Name of your group as you'd like it to appear: _____

Web address: _____

Email address: _____ Phone: _____

Short description of your group's music: _____

Upcoming shows (date/time/location): _____

Please submit the signed agreement via fax (214-279-5660). Email us at music@campusmoviefest.com, call us at 404-748-0012, or visit us at Music Coordinator, Ideas United, LLC, 1072 N. Highland Ave, Atlanta, GA 30306.