

Music License Agreement

This Music License Agreement (this "Agreement") is made effective as of May 27, 2024 between Lawrence James Montgomery, of 102 Sherburn Rd, Severna Park, Maryland 21146 and John Doe, of 123 Sesame St., New York, New York 10001.

In the Agreement, the party who is granting the right to use the licensed property will be referred to as "Copyright Owner", and the party who is receiving the right to use the licensed property will be referred to as "Licensee".

WHEREAS, the Copyright Owner owns the copyright, publishing rights and all other related rights in and to certain Music, and

WHEREAS, the Licensee desires to obtain certain rights to the Music for using it

Enhancement the quality of one audiobook's narration with music where appropriate
GRANT OF LICENSE. Montgo Media owns Music track composed and recorded by Lawrence James Montgomery (BMI) and published by Montgo Media (BMI) ("Music recording"). In accordance with this Agreement, the Copyright Owner hereby grants to the Licensee, its successors and assigns, subject to the payments set forth below, the right, license and privilege to use the Music Montgo Media retains title and ownership of the Music recording.

The Licensee shall have the right to record and rerecord in the above described geographical area, the Music only in synchronism or time relation with the visual materials prepared by Licensee, and to reproduce, distribute, import and sell said product on CD-ROM or CD-I, or electronically, throughout the geographical area.

NOW, THEREFORE, in consideration of the promises, conditions, covenants and warranties herein contained, the parties agree as follows:

The parties agree as follows:

PAYMENT OF ROYALTY. Audiobook Narrator will pay to Montgo Media a royalty which shall be calculated as follows: To be determined. The royalty shall be paid at the time of the signing of this Agreement.

RIGHTS AND OBLIGATIONS. Copyright Owner reserves unto itself all rights of every kind and nature except those specifically granted to Licensee herein. The Licensee shall be solely responsible for providing all funding and technical expertise for the recording and synchronization of the music and shall be the sole owner of the product in which the Music is used and all proprietary rights in and to it; except, such ownership shall not include ownership of the copyrights

and/or publishing rights in and to the Music or any other rights to the Music not specifically granted. The Licensee shall identify the Copyright Owner as the owner of the Music on the packaging and in all promotional literature and advertisements for its product.

MODIFICATIONS. Unless the prior written approval of Montgo Media is obtained, Audiobook Narrator may not modify or change the Music recording in any manner.

DEFAULTS. If Audiobook Narrator fails to abide by the obligations of this Agreement, including the obligation to make a royalty payment when due, Montgo Media shall have the option to cancel this Agreement by providing 30 days written notice to Audiobook Narrator. Audiobook Narrator shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous sentence, and if there are no other defaults during such time period.

ARBITRATION. All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days written notice to the other party. All costs of arbitration shall be divided equally between the parties. Any award may be enforced by a court of law.

INDEMNIFICATION. The Copyright Owner shall indemnify and hold harmless the Licensee, its successors, assigns and licensees, and the respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses including reasonable attorneys' fees, arising out of or in any way connected with any breach of any representation made by the Copyright Owner herein. The Licensee shall indemnify and hold harmless the Musical Company, its successors and assigns from and against any and all claims, damages, liabilities, costs and expenses including reasonable attorneys' fees, arising out of or in any way connected with any claim that the Product infringes any intellectual property rights or other rights of any third party.

TRANSFER OF RIGHTS. This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement to any other party, unless the prior written consent of the other party is obtained.

TERMINATION. This Agreement may be terminated by either party by providing 30 days written notice to the other party. This Agreement shall terminate automatically on May 24, 2074.

Either party may terminate this Agreement by written notice to the other party where there has been a default in the due observance or performance of any material covenant, condition or agreement herein by the other party and such default has continued for a period of thirty days after written notice specifying the same.

EFFECT OF TERMINATION. After termination of this Agreement, all rights granted to Licensee shall revert to Copyright Owner, and Licensee will cease from any and all further use of the Music, except that Licensee may continue to distribute only those approved products in inventory at the time of expiration or termination. Termination or expiration of this Agreement shall

not extinguish any of the parties obligations under this Agreement including, but not limited to, Licensees obligation to pay royalties which by their terms continue after the date of termination or expiration.

NOTICE. The address of each party hereto as set forth in the beginning shall be the appropriate address for the mailing of notices, checks and statements, if any. All notices shall be sent certified or registered mail and shall not be deemed received or effective unless and until actually received. Either party may change their mailing address by written notice to the other.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

CONFIDENTIALITY. Each party shall keep the specific terms of this Agreement confidential, including the financial terms

SECTION HEADINGS. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Maryland.

SIGNATORIES. This Agreement shall be signed on behalf of Montgo Media by Lawrence James Montgomery and on behalf of Audiobook Narrator by Lawrence James Montgomery and effective as of the date first above written.

Copyright Owner:
Lawrence James Montgomery

By: _____
Lawrence James Montgomery

Date: _____

Licensee:
John Doe

By: _____
Lawrence James Montgomery

Date: _____