

MUSIC LICENSE AGREEMENT

Mad Malcolm Productions, Inc.			
madmalcolm@madmalcolm.com		Jan 19, 2009	
http://www.madmalcolm.com		INVOICE:	
Bill To:		Project Description/Use:	
Name:	[your information]		
Company:			
Address:			
Email:			
Phone:			
QTY	DESCRIPTION / TRACKS	UNIT PRICE	TOTAL
	[track(s)]		

Make all checks payable to **Mad Malcolm Productions, Inc.**. Music license will be valid upon payment.

If you have any questions concerning this agreement and/or invoice, please don't hesitate to contact us.

Mad Malcolm Productions, Inc. Customer License Agreement

This Customer License Agreement ("Agreement") is made as of [today's date] between Mad Malcolm Productions, Inc. and the entity or person identified in Schedule "A" hereto ("Licensee").

PURPOSE

A. Mad Malcolm Productions, Inc. is authorized to grant certain rights on behalf of the artist who owns the copyright ("Mad Malcolm aka Clark Schroeder") in and to (i) the sound recording ("Master") and, (ii) the underlying musical composition ("Work"), as described in Schedule "A" attached hereto, collectively ("the Tracks").

B. Licensee seeks to license the Tracks described in Schedule A, which were located on Mad Malcolm Productions website www.madmalcolm.com (the Site). Licensee is engaged in the production of a production described in Schedule "A" (the "Project") and wishes to license the Tracks for use in connection with the Project, including use in connection with the production, exhibition and exploitation of the Project that may be used in the promotion thereof as described in Schedule "A" ("the Use").

NOW THEREFORE, the parties hereto, intending to be legally bound by the terms and conditions contained herein, hereby agree as follows:

AGREEMENT

1. License Grant and Performance Rights.

1.1 License Grant. In consideration of the terms, conditions, covenants and warranties herein, Mad Malcolm Productions, Inc., on behalf of Artist, grants to Licensee a non-exclusive and non-assignable license to use the Tracks and the approved name and likeness and biography of Artist and producer, writer and composer of the Tracks ("the Materials") in connection with the Use only, limited to the Territory, and during the Term hereof (as each of the foregoing are defined in Schedule "A") ("the License").

1.2 Performance Rights. Any public performance of the Project is subject to the clearance of the applicable public performance rights in force from time to time applied by the performing rights society in each part of the Territory in accordance with their respective prevailing terms and conditions.

1.3 License for Use on Licensees Website. Where Licensee shall designate Mad Malcolm Productions, Inc. to collect Internet Performance Royalties then Mad Malcolm Productions, Inc., on behalf of Artist, hereby grants Licensee a license to publicly perform the Tracks in connection with the exhibition of the Project on Licensee's web site only (as set forth on Schedule "A"). Such license shall be limited to the Tracks only and Licensee shall obtain separate Internet Performance licenses for all Tracks not licensed hereunder from the applicable performing rights society in accordance with their customary terms and conditions.

2. License Fee and Payment Terms.

2.1 License Fee. In consideration of the License, Licensee shall pay Mad Malcolm Productions, Inc. the License Fee set forth in Schedule "A".

2.2 Payment Terms. Licensee shall pay the License Fee in full at the time of execution of this Agreement. Licensee expressly agrees that the terms of the License granted under this Agreement shall be valid only AFTER Licensee has made payment in full for the License Fee to Mad Malcolm Productions, Inc. and such payment has cleared. Any use by Licensee of the License granted under Section 1 without completing full payment of the License Fee shall constitute a material breach of this Agreement, entitling Mad Malcolm Productions, Inc. all available remedies under applicable U.S. laws.

2.3 Taxes. Licensees shall pay and be responsible for all taxes and levies.

3. Attribution of Tracks.

Licensee shall attribute and credit the Tracks in all promotion, exhibition and exploitation of the Project in a substantially similar form to that set forth in Schedule A.

4. Alteration of the Tracks.

Licensee shall be permitted to shorten the length of the Tracks or remix the Tracks, or any part thereof, as necessary for its use in the Project provided that Licensee complies with the warranties stated in Section 6.

5. Reserved Rights.

Licensee acknowledges and agrees that all rights in and to the Tracks, whether now known or hereafter in existence, that are not licensed hereunder are specifically reserved by Mad Malcolm Productions, Inc. on behalf of Artist.

6. Licensee's Warranties and Indemnity.

Licensee represents and warrants to Mad Malcolm Productions, Inc. that:

6.1 Accuracy of information. All information provided by Licensee herein and during the Term hereof shall be accurate, complete and not misleading in any material respect.

6.2 Limited Use of Tracks and Materials. Licensee shall only use the Tracks and the Materials for the Use and only in connection with the Project as defined in Schedule A and shall not use, exploit or in any way attempt to obtain any benefit there from, except in strict accordance with the terms of this Agreement.

6.3 Safeguards for Use of Tracks. Licensee shall maintain strict controls and safeguards in connection with the Tracks and the Materials to prevent any unauthorized use or distribution thereof and shall use its best efforts to ensure that any transmission thereof is undertaken in a safe manner so as to prevent unauthorized copying or retransmission by any third party.

6.4 No Duplication. Licensee shall not, except to the extent allowed by Mad Malcolm Productions, Inc. hereunder and solely in connection with its authorized use of the Site, copy or otherwise duplicate directly or indirectly any portion of the Site including without limitation, any of the information, trademarks, logos, designs, graphics, systems, Tracks or otherwise contained therein for any purpose ("Mad Malcolm Productions, Inc. Protected Materials") and shall not use any software that enables the copying or duplication of Mad Malcolm Productions, Inc. Protected Materials for later off line viewing (Web Copying).

6.5 Copyright Notices. Licensee shall abide by all copyright notices, information, or restrictions applicable to any Mad Malcolm Productions, Inc. Protected Materials and the Tracks and the Materials or otherwise published on the Site.

6.6 Indemnity. Licensee shall indemnify, hold harmless and defend Mad Malcolm Productions, Inc. from and against any and all claims, demands, suits, damages, liabilities and all reasonable expenses connected thereto, including attorneys' fees, against or suffered by Mad Malcolm Productions, Inc. with respect to any matter that arises from or is a result of a breach or attempted breach of this Agreement by Licensee.

6.7 Performance Rights Societies. Licensee will comply with all requirements of the applicable performing rights societies as set forth in Section 1.0 above.

7.0. Mad Malcolm Productions, Inc.'s Warranty, Indemnity, Disclaimer and Limitations of Liability.

7.1 Warranties. Mad Malcolm Productions, Inc. warrants only that it has the right to grant the License on behalf of Artist. Mad Malcolm Productions, Inc. agrees to indemnify and hold harmless Licensee from and against any and all claims, costs, losses, expenses, damages, judgments and liability (including reasonable attorney's fees) which may arise as a result of or in connection with a breach of Mad Malcolm Productions, Inc.'s warranty herein provided, however, that in no event shall Mad Malcolm Productions, Inc.'s total liability exceed the License Fee paid by Licensee hereunder.

7.2 Disclaimer. Mad Malcolm Productions, Inc. is acting on behalf of third party copyright owners and disclaims in connection with any Tracks(s) or Materials offered by the Site or otherwise any and all warranties of title, copyright infringement, merchantability or fitness for any purpose, application or condition of whatsoever nature without limitation.

7.3 Limitation of Liability. Mad Malcolm Productions, Inc. shall not be liable for any indirect, special or consequential damages including but not limited to loss of anticipated profits, in connection with or arising from this Agreement and shall not be liable for any loss, damage, claim or liability arising from or related to

any software program, data errors, digital transmission errors, failures, interruptions or delays, regardless of cause.

8.0 Additional Restrictions and Rights.

Licensee acknowledges and agrees to the following restrictions and rights concerning use of the License conferred under this Agreement:

8.1 No Use Encouraging Illegal Activities. No uses encouraging or associated with illegal or illicit activities allowed.

8.2 Motion Picture Broad Rights. The right throughout the Territory to fix and record the Tracks in synchronization or timed relation with the Project and to make copies thereof and of the Materials in the form of negatives and prints necessary for distribution, exhibition and exploitation in all media now known or hereafter devised, including, without limitation, theatrical and non-theatrical exhibition and broadcast on all forms of television, including network, non-network, local or syndicated broadcasts, "pay television", "cable television", "subscription television", "CATV", closed circuit television and to import and export film copies of any gauge of the Project embodying the Tracks and the Materials.

8.3 Resale of Tracks as Soundtrack: The right throughout the Territory to cause or authorize the resell the Tracks as a soundtrack on any audio devices and in any format whether now known or hereinafter devised (Audio Devices), and the use of the Materials in and as part of the resell of the Tracks. Notwithstanding anything to the contrary contained in this Agreement, in the event that Licensee shall receive a royalty or sale fee of any description in connection with the resell of the Tracks, whether sold or licensed directly or indirectly, then Licensee shall account to and pay Mad Malcolm Productions, Inc. a royalty fee (Royalty Fee) which shall amount to 100% of the Statutory Rate and not less than .08 cents per Track. Licensee shall account to and pay such royalties to Mad Malcolm Productions, Inc. within thirty (30) days of Licensee's receipt thereof.

8.4 Out of Context Trailers. The right throughout the Territory to use and perform the Tracks and the Materials as authorized herein in connection with trailers, adverts and promo's (out of context with the use in the Project) utilized to advertise and publicize the Project.

8.5 Motion Picture Trailers. The right throughout the Territory to fix and record the Tracks in synchronization or timed relation with the visual elements of the Trailer and to make copies thereof and of the Materials in the form of negatives and prints necessary for distribution and exhibition of the Trailer in all media now known or hereafter devised, including, without limitation, theatrical and non-theatrical exhibition and broadcast on all forms of television, including network, non-network, local or syndicated broadcasts, "pay television", "cable television", "subscription television", "CATV", closed circuit television and to import and export film copies of any gauge of the Project embodying the Tracks and the Materials.

8.6 Free Television Only. The right throughout the Territory to fix and record the Tracks in synchronization or timed relation with the Project and to make copies thereof and of the Materials in the form of negatives and prints necessary for distribution, exploitation and exhibition of the Project in all forms of free television, including network, non-network, local or syndicated broadcasts (but excluding cable transmission or "CATV" television).

8.7 Pay and Subscription TV Only. The right throughout the Territory to fix and record the Tracks in any manner, medium, form, or language in synchronization or timed relation with the Project and to make copies thereof and of the Materials in the form of negatives and prints necessary for distribution, exhibition and exploitation via cable television, pay television, subscription television, CATV systems or via any form of receiver for which a fixed fee or subscription fee is charged to the viewer for the viewing of the Project alone or as part of a program of viewer selections.

8.8 All TV. The right throughout the Territory to fix and record the Tracks in any manner, medium, form, or language in synchronization or timed relation with the Project and to make copies thereof and of the Materials in the form of negatives and prints necessary for distribution, exhibition and exploitation via all forms of television, including free television, network, non-network, local or syndicated broadcasts, cable television, pay television, subscription television, CATV systems or otherwise, including exhibition on common carriers.

8.10 Internet. The right throughout the Territory to fix and record the Tracks in any manner, medium, form, or language in synchronization or timed relation with the Project and to make copies thereof and of the Materials in the form necessary for transmission via the Internet by means of so-called real-time streaming or similar methods of interpreter program transfer, Save that such right shall exclude the right to include transfers via compiler programs or compressed methods (i.e. "batch" modes) or otherwise.

8.11 Student Mad Malcolm Productions, Inc. License. The right to synchronize the Tracks in timed relation with the visual elements of the Project. No rights are granted hereunder for the use of the Tracks or the Materials in the creation of any advertising, trailers, videograms, tapes or discs or for any other ancillary purpose. The Tracks may only be used in the Project where it shall be exhibited, performed or otherwise used by currently enrolled students of accredited educational institutions for academic purposes and no right is granted hereunder to make multiple copies of the Tracks or to perform the Tracks as embodied in the Project for any non-academic purpose.

9.0 General.

9.1 Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered as follows (i) by email, (ii) by U.S. Mail (iii) by facsimile transmission, or (iv) by certified or registered mail, return receipt requested, five days after deposit in the mail.

9.2 Waiver and Severability. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provisions within the limits of applicable law or applicable court decisions.

9.3 Arbitration and Controlling Law. Any and all disputes that may arise between the Parties under or in connection with this Agreement shall be submitted (together with any counterclaims and disputes under or in connection with other agreements between the parties) to final and binding arbitration heard by a single arbitrator in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association (the AAA). The arbitration shall be conducted in Seattle, Washington. All questions concerning the validity, operation, interpretation, and construction of this Agreement will be governed by and determined in accordance with the laws of the State of Washington.

9.4. No Agency. The relationship between Mad Malcolm Productions, Inc. and Artist is that of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties or to allow either party to bind the other or incur any obligation on its behalf.

9.5. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

9.6 Assignment. Mad Malcolm Productions, Inc. may assign this Agreement to any entity to which it transfers all or substantially all of its ownership interest, whether through merger, acquisition or sale of assets. Otherwise, neither party may assign, voluntarily, by operation of law, or otherwise, this Agreement without the other parties prior written consent, and any attempt to do so without that consent will be void. This Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

9.7 Termination. Mad Malcolm Productions, Inc. shall have the right to terminate this Agreement forthwith upon a material breach or attempted breach by Licensee of any of the terms and conditions hereof unless such breach is cured within thirty (30) days following written notice to Licensee thereof, except that Licensee's failure to pay the License Fee as required under the terms of Section 2 shall be deemed a material breach. Upon expiration or termination, Licensee shall have no further right to use the Tracks or the Materials and any further use thereof whatsoever shall represent an act of copyright infringement.

9.8 Mad Malcolm Productions, Inc. Site. Mad Malcolm Productions, Inc. reserves the right, at its sole discretion, to change, modify, add or remove portions of the Site and/or to vary suspend or discontinue any aspect thereof at any time. The Site is protected by copyright as a collective work and/or compilation, pursuant to copyright law and Licensee may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as provided herein), create derivative works from, distribute, perform, display, or in any way exploit any Mad Malcolm Productions, Inc. Protected Materials in whole or in part.

9.9 Mad Malcolm Productions, Inc. Protected Materials. Mad Malcolm Productions, Inc. Protected Materials and all rights therein, are protected by all applicable copyright laws, and are owned and/or controlled by Mad Malcolm Productions, Inc. or the party credited by Mad Malcolm Productions, Inc. as the provider thereof.

9.10 Entire Agreement. This Agreement is the entire agreement between Artist and Mad Malcolm Productions, Inc., which supersedes any prior or contemporaneous agreement or understanding, whether written or oral, and any other communications between Artist and Mad Malcolm Productions, Inc. relating to the subject matter of this Agreement. This Agreement may not be changed orally, but only by a writing signed by both parties which specifically references this Agreement.

9.11 Survival: The provisions of Sections 2, 5, and 9 shall survive termination of this Agreement.

9.12 Headings. The headings herein are for convenience only and are not intended by the parties of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to representatives below as of the date first above written.

Licensee: _____

Mad Malcolm Productions, Inc.

By: _____

Title: Owner/Producer

Mad Malcolm Productions, Inc. validation date: _____ [date signed]

**MAD MALCOLM PRODUCTIONS, INC.
SCHEDULE "A"
LICENSEE INFORMATION**

Licensee Information:	
Name: Company: Address: Email: Phone: URL:	[Licensee information]

NOTE: This license will be invalid without complete and accurate address and contact information.

MAD MALCOLM PRODUCTIONS, INC.

SCHEDULE "B"

USE, PROJECT AND LICENSE FEE

THE USE:

THE PROJECT:

Note: if insufficient information about the Project is provided, your license may be deemed invalid. Please provide a detailed description of the Project.

LICENSE FEE:

Licensee is granted the Licensed under this Agreement only to use the Tracks in the Project within the Territory and strictly in accordance with the terms and conditions of this Agreement.

ALL RIGHTS GRANTED UNDER THIS AGREEMENT ARE NON-EXCLUSIVE.