



Music License Agreement – YouTube Partner: Unlimited Library Use For One Year

This License (the "License") entered into as of the date of the included invoice, between Chad Crouch aka Podington Bear (hereinafter referred to as "Master Owner"), Victrola Dog (ASCAP) aka Podington Bear Music (ASCAP) (hereinafter referred to as "Publisher") and Customer as detailed in license transaction digital records and receipts (hereinafter referred to as "Producer").

1. The musical composition (the "Composition") and master recording (the "Master") covered by this License includes a 100% worldwide interest in the Master and 100% worldwide interest in the **Sound of Picture Production Library, written and performed by Podington Bear.**

2. **The use by this License is unlimited use of the Sound of Picture Production Library for one year. Any edit, any length derived from the original recordings.**

3. **The use of the Compositions and Masters shall be for YouTube monetized videos on one channel only.**

4. The Permitted Media shall cover **The Universe** (collectively, the "Territory").

5. The Permitted Media shall be **In Perpetuity** (collectively the "Term").

6. In consideration of the sum specified in the transaction details, due and payable upon the full execution hereof.

7. Publisher and Master Owner hereby grants to Producer the non-exclusive, irrevocable right and license for the Term and/or Option Term, to do any of the following:

a. To record the Composition and Master in synchronism or in timed-relation with the Videos, all in accordance with the terms, conditions and

b. To publicly perform and authorize others to use the Composition and Master in the Videos in the Permitted Media throughout the Territory including the right to advertise and promote the Producer's product with the understanding and upon condition that the video shall not be distributed by means other than the Permitted Media for any other purpose whatsoever, until and unless licensed therefor as hereinafter provided.

8. Publisher and Master Owner jointly and severally warrant and represent that they (a) have the full right and power to enter into this License and fully perform its obligations hereunder; and (b) there shall be no other payments required to be made by Producer in connection with use of the Composition and Master, other than as expressly provided for hereunder; (c) the execution and delivery of the License and the performance of its obligations hereunder will not violate or conflict with any other agreement to which either of them is a party or violate or infringe upon the rights of any third party; (d) the composition is original; (e) no adverse claim exists with respect to it.

9. Publisher and Master Owner shall, jointly and severally, indemnify, defend and hold harmless Producer, and their subsidiaries, agents, officers, employees, independent contractors, and directors from and against any all losses, damages, liabilities, claims, demands, suits and expenses (including, without limitation, reasonable attorneys' fees) that Producer may incur or be liable for as a result of any claim, suit, or proceeding made or brought against the Producer based upon, arising out of, or in connection with the Publisher or Master Owner's breach of any of its warranties, representations, covenants, agreements or obligations set forth herein.

10. This License shall be governed by and be subject to the laws of the State of Oregon. This License cannot be transferred or assigned by affirmative act or by operation of law without Publisher's or Master Owner's express written consent.

11. All rights granted hereunder are on a non-exclusive basis.

12. A waiver by either party of any term or condition of this License, in any instance, shall not be deemed or construed as a waiver of such condition for the future or any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this license shall be cumulative, and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.

13. Producer shall not be deemed to be in breach of any provision of this License unless written notice, by certified or registered mail, return receipt requested, is given by Publisher or Master Owner to Producer specifying the nature of such breach, and Producer fails to cure such purported breach within thirty (30) days after receipt of such notice.

14. Except as otherwise specifically provided herein, all notices hereunder shall be in writing and shall be given by personal delivery or registered mail, at the respective addresses herein above set forth or such other address or addresses as may be designated by either party in a similar manner. Such notices shall be deemed given when mailed or delivered to a post office, except that notice of change of address shall be effective only from the date of its receipt.

15. This License and the letters attached hereto and made a part hereof contains the entire understanding of the parties hereto relating to the subject matter hereof and cannot be changed or terminated orally.

An Authorized Signatory

Master Owner, Chad Crouch; Publisher, Victrola Dog / Podington Bear Music (ASCAP)



Chad Crouch