



ROYALTY-FREE LICENSE AGREEMENT

This license agreement (hereafter referred to as the "AGREEMENT") is made between Wepa.Fm (hereafter referred to as the "LICENSEE") and the publisher/ copyright owner (hereafter referred to as the "LICENSOR"), in regards to the music file(s) listed under this agreement, (hereafter referred to as the "REPRESENTED TRACKS") on the date of [_____] set forth below.

GUARANTEE

LICENSEE guarantees that it owns and controls the rights represented herein with respect to the recordings and the musical compositions in each of the REPRESENTED TRACKS and has and will hold throughout the TERRITORY and during the DURATION the above listed rights to exploit the REPRESENTED TRACKS as contemplated herein. LICENSOR shall indemnify and hold the LICENSEE harmless from any and all claims, liabilities and costs, losses, damages or expenses (including attorney's fees) arising out of any breach or failure of any covenants or warranties made by the LICENSOR herein.

GENERAL TERMS

The mechanical, synchronization, and performance rights granted to the LICENSEE within the AGREEMENT include the right to use the music as part of the public viewing or broadcast of a production (including but not limited to Webcast, Streaming, TV shows, videos, DVDs, Web Sites, podcasts, multimedia presentations, and films).

RIGHTS NOT INCLUDED IN THIS AGREEMENT

The rights granted to the LICENSEE do not permit the LICENSEE to (1) claim ownership or authorship of the music represented under this AGREEMENT; (2) transfer, share or sub-lease this license agreement with any other party; (3) copy or duplicate the REPRESENTED TRACKS except for use in the LICENSEE'S productions; (4) permit any other individual or third party the right to use the REPRESENTED TRACKS in place of the LICENSEE; (5) resell, trade, or exploit for profit the REPRESENTED TRACKS contained herein outright or as part of other music and/or audio-related collections, in part or in whole, to any other individual or party. The LICENSOR maintains all intellectual property rights with regard to the marketing and sales of all tracks and any infringement thereof is punishable by law.

TERRITORY

The territory of this contract is the world.

CREDITS

The LICENSEE is required to credit the REPRESENTED TRACKS with the name of the artist, title, or LICENSOR in the LICENSEE's transmission (inside the metadata.)

DATES

The term of the contract is effective on [_____] pending that the delivery of REPRESENTED TRACKS has occurred. The duration of the AGREEMENT shall continue throughout duration of the lifetime of the LICENSEE.

