

Position Music – Photographer/Videographer License – Demo Reel
"Born For This" by Royal Deluxe

The following constitutes the agreement ("Agreement") between Position Music ("Licensor"), of P.O. Box 6032, Burbank, CA 91510 and Dynamicfilms Showreel 2018 ("Licensee"), as further defined on the signature lines below, with respect to the Musical Work as defined in Paragraph 1 herein.

1. DEFINITIONS:

A. Effective Date: Aug. 31, 2018

B. Production: Dynamicfilms.ee / Aeromeedia Ltd.

C. Master / Composition Title: "Born For This" by Royal Deluxe (hereinafter "Musical Work")

D. Territory: World

E. Term: Perpetuity

F. Usage: One (1) background instrumental/vocal up to full use in duration in One (1) Video/
Film

G. Licensed Media: Demo Reel

H. Total Fee: \$249.00

I. Credit:

"Born For This"

Performed by Royal Deluxe

Courtesy of Position Music

2. RIGHTS GRANTED: In consideration of the Total Fee, Licensor hereby grants to Licensee the non-exclusive, right, license, privilege and authority to record the Usage of the Musical Work in synchronized/timed-relation with the Production, but not otherwise, and to make copies of such recordings and import said recordings and/or copies thereof into any country throughout the Territory. Licensor further grants to Licensee the right to publicly perform for profit or non-profit and authorizes others to perform the Musical Work in the exhibition of the Production to audiences by means of the Licensed Media, throughout the Territory during the Term. All rights granted are subject to the terms and conditions herein.

3. CREDITS: If any other licensed third party composition and/or master recording receives credit, then Licensee shall provide Licensor with appropriate credit on all uses of the Production (if any), consistent in size, placement and manner with other third party publishers, artists and master owners for the licensed Musical Work; however, no inadvertent failure shall be deemed to be a breach hereof.

4. RESERVATION OF RIGHTS: Licensor reserves all rights not expressly granted to Licensee hereunder. All rights granted hereunder are granted on a non-exclusive basis. This license does not authorize or permit any use of the Musical Work not expressly set forth herein.

5. WARRANTIES / INDEMNITY: Licensor hereby warrants that Licensor has the right to enter

into this Agreement and to grant to Licensee the rights herein, Licensor owns and/or controls the Musical Work. Licensee hereby warrants that Licensee has the right to enter into this Agreement. The parties hereby agree to indemnify and hold each other harmless from any and all claims, liabilities, demands, costs, losses, damages or expenses, including reasonable attorney's fees and court costs, arising out of any alleged breach or failure of any the terms, conditions, representations and/or warranties made herein.

6. REMEDIES: Licensor's rights and remedies in the event of a breach or an alleged breach of this Agreement by Licensee (other than a breach resulting from a failure to pay the compensation set forth herein) shall be limited to Licensor's right to recover damages in an action at law and in no event shall Licensor be entitled by reason of any breach or alleged breach to enjoin, restrain, or seek to enjoin or restrain the distribution or other exploitation of the Production.

7. NOTICE: All notices hereunder shall be in writing and shall be given by personal delivery to an officer of Licensee or Licensor, or by mail in the United States mail, postage prepaid, return receipt requested at the addresses set forth herein, or such other address as either Licensee or Licensor may designate by notice to the other, and the date of such personal delivery or mailing shall be the time of the giving of such notice.

8. ASSIGNMENT: Licensee shall have the right to assign this Agreement or any of its rights hereunder at any time to any person, firm or entity provided that such Assignee shall agree to be bound by all of the terms and conditions hereof, but such assignment shall not relieve Licensee of its liability hereunder.

9. WHOLE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cannot be altered, modified, amended or waived except by a written instrument signed by the parties hereto. Should any provision of this Agreement be held to be void, invalid or inoperative, such decision shall not affect any other provision hereof and the remainder of this Agreement shall be effective as though such void, invalid or inoperative provision had not been contained herein.

10. LAW: This agreement has been entered into the state of California and the validity, interpretation and legal effect of this Agreement shall be governed by the laws of the state of California applicable to contracts entered into and performed entirely within the state of California. The venue for any controversy or claim arising out of or relating to this Agreement or breach thereof, shall be the appropriate state and federal courts located in Los Angeles and the parties hereby submit to the jurisdiction of such courts. Any process in any action or proceeding arising out of or relating to any such claim, dispute or disagreement may, among other methods, be served by delivering or by mailing the same via registered or certified mail to the address contained herein. The prevailing party in any such dispute arising hereunder shall be entitled to recover from the other party its reasonable attorney's fees in connection therewith in addition to the court costs thereof.

AGREED AND ACCEPTED:

Dynamicfilms Showreel 2018
Aia 5, Kohila, Estonia