

World Animal Awareness Society
Music License Agreement for American Strays – the series

SUBJECT: License of music for non profit use by the World Animal Awareness Society

This License Agreement ("Agreement") is made as of 01/22/2013 between Lucinda Williams ("Artist") and the World Animal Awareness Society, the entity identified in Schedule "A" hereto ("Licensee").

PURPOSE

A. World Animal Awareness Society is authorized to license the sound recording ("Master") and, (ii) the underlying musical composition ("Work"), as described in Schedule "B" attached hereto, collectively ("the Tracks").

B. Licensee is engaged in the production of the documentary series, American Strays – the series described in Schedule "B" (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.

C. In each case World Animal Awareness Society will seek to employ a most favored nations policy in licensing music for its productions to provide an equitable environment for label as well as non-label artists.

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, 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 in connection with the Use only, limited to the Territory, and during the Term hereof (as each of the foregoing are defined in Schedule "B")

2. License Fee and Payment Terms.

2.1 **License Fee.** In consideration of the License, Licensee shall pay Artist the License Fee set forth in Schedule "B".

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 Artist and such payment has cleared.

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 "B".

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.

5. Licensee's Warranties and Indemnity.

5.1 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.

5.2 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.

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

6.0. Artist's Warranty, Indemnity, Disclaimer and Limitations of Liability.

6.1 Warranties. Artist warrants only that it has the right to grant the License on behalf of Artist. Artist 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 Artist's warranty herein provided.

6.2 Limitation of Liability. Artist 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 regardless of cause.

7.0 Additional Restrictions and Rights.

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

7.1 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, internet, VOD, 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.

7.2 Resale of Tracks as Soundtrack: The Licensee gives up the right throughout the Territory to cause or authorize the resell of 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. There is to be no resale.

7.3 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, teasers, adverts and promo's (out of context with the use in the Project) utilized to advertise and publicize the Project.

7.4 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.

7.5 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).

7.6 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.

7.7 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.

7.8 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.

8.0 General.

8.1 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.

8.2 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.

8.3 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 Michigan. 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 Michigan.

8.4 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.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their Authorized representatives below as of the date first above written.

Licensee:

By: Thomas E. McPhee Jr.

Title: Producer / Director, Executive Director – World Animal Awareness Society

Validation date: January 22, 2013

**SCHEDULE "A"
LICENSEE INFORMATION**

LICENSEE:

Name of licensee: World Animal Awareness Society
Address: 2531 Jackson Ave., Suite 246, Ann Arbor, MI 48103
Tel No: 818.561.5109
Email Address: tommcphee@WA2S.org
Company URL: <http://www.WA2S.org>

**SCHEDULE "B"
USE, PROJECT AND LICENCE FEE**

THE USE: Licensee is engaged in the production of the TV series American Strays about the world stray dog population and its effect on Detroit, and wishes to license the Tracks for use in connection with the Project. Get Right With God will be used for the end credit sequence for every episode (example: <http://www.youtube.com/watch?v=DuSnPsiptxg>)

THE TRACKS: Get Right With God
THE ARTIST: Lucinda Williams

address: _____


TERMS: In perpetuity **TERRITORY:** Worldwide

FEE: \$1,000 for worldwide broadcast rights, to appear as a donation of \$1,000 by Artist to the 501c3 non profit World Animal Awareness Society.

THE PROJECT: American Strays – the series

Licensee is granted the License 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.

LICENSEE SIGNATURE: 
printed name: Thomas E. McPhee Jr.
date: January 22, 2013

ARTIST SIGNATURE:
printed name:
date: