

Non-Exclusive License Agreement

Between **INTERKULTUR Management GmbH** (“**INTERKULTUR**”)
Platz der Einheit 1
D – 60327 Frankfurt, Germany

and (“**LICENSEE**”)

it is agreed as follows: INTERKULTUR has produced certain audio-visual Recordings (“Recordings”) of the following event:

.....

The Recordings have been, from the inception of their creation, entirely INTERKULTUR’s property in perpetuity, throughout the world and INTERKULTUR owns the exclusive unrestricted worldwide and perpetual right to use, distribute, sell and exploit the Recordings in any and all media. Interkultur hereby licenses to LICENSEE the non-exclusive right to use the Recordings only for the following purpose(s):

- for a TV production to be broadcast on terrestrial TV but specifically excluding all interactive and/or non-linear forms of exploitation (*name of TV station*):

- for the production of an video to present on video channel (*name of channel*):

- for a EPK (electronic press kit) / DVD to present it to (*Name of addressee*):

in _____ **(country)** for a Term of _____ **(period of time)** from the date of the delivery of the Recordings subject always to the following conditions:

- The final production will be produced by LICENSEE at LICENSEE'S sole risk and expense. Without limiting the generality of the foregoing, LICENSEE shall be solely responsible for the payment of all costs associated with upgrading the Recordings to a final production and for the payment of all other costs associated with LICENSEE'S exercise of his rights in the Recordings.
- LICENSEE will release the final production on: _____
- LICENSEE will forward a copy of the final production to INTERKULTUR in a digital format (e.g. on DVD). The use of the Recordings as part of the final production shall require INTERKULTUR'S express prior written consent not to be unreasonably withheld prior to the first broadcast (provided that e-mail shall be sufficient in this respect).
- Whenever using the Recordings, LICENSEE shall ensure that INTERKULTUR shall receive a credit according to standard industry practice (e.g. "courtesy of INTERKULTUR").
- LICENSEE grants to INTERKULTUR the non-exclusive right to use the final production partly or in total for INTERKULTUR'S own advertising and/or promotion purposes (e.g. in the internet on INTEKRULTUR'S website as well as on „ChoirTV“) and warrants to conclude all necessary agreements with third parties who shall participate in LICENSEE'S final production.
- LICENSEE shall obtain any and all necessary consents from the competent copyright societies (i.e. in Germany GEMA and GVL) in respect of contractual uses of the Recordings. Furthermore, LICENSEE shall obtain any and all necessary consents of the proprietors of the copyright of the musical compositions, performances of which are embodied in the Recordings. LICENSEE shall furthermore be solely responsible for the payment or procuring the payment of any and all royalties which may become due to any author/composer, publisher, collection society or their duly authorised agent(s) as a result of the Recordings being used by LICENSEE (explicitly including, but not limited to so-called "synch fees") and for any fees payable to the musicians or any musicians' union in respect of the use of the Recordings.

- INTEKRULTUR shall be deemed to be the author of the Recordings and shall own the copyright in the Recordings throughout the world for the full duration of copyright in the Recordings and any extensions of same.
- LICENSEE shall not be entitled to exploit the Recordings other than in accordance with this agreement without INTEKRULTUR's prior written consent. All other rights in the Recordings not explicitly licensed to LICENSEE hereunder (including, but not limited to the right of using the Recordings for commercial purposes such as a DVD release) are expressly being reserved by INTEKRULTUR.
- INTEKRULTUR makes no warranties or representations of any kind with respect to the Recordings and INTERKULTUR specifically disclaims all warranties, expressed or implied, of title, merchantability, or fitness for a particular purpose.
- If there is any breach whatsoever by LICENSEE of the terms and conditions contained in this License, the a.m. Term shall automatically cease.
- LICENSEE agrees to indemnify and hold INTERKULTUR and INTERKULTUR's respective successors, assigns, agents, distributors and licensees harmless against any claim, liability, cost and expense (including reasonable outside attorneys' fees and legal costs) in connection with any third-party claim which is inconsistent with any agreement, covenant, representation, or warranty made by LICENSEE herein. LICENSEE will reimburse INTERKULTUR upon demand for any payment made by INTERKULTUR and/or any indemnified party at any time after the date hereof in respect of any claim, liability, damage or expense to which the foregoing indemnity relates.

This document represents our entire agreement with regard to its subject matter and may not be modified except by a written document signed by all parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such determination will not affect any other provision hereof, and the unenforceable provision will be replaced by an enforceable provision that most closely meets the commercial intent of the parties. This Agreement shall be governed by and read and construed in accordance with the laws of Germany and the parties hereto submit to the exclusive jurisdiction of the Courts of Frankfurt/Main, Germany.

_____ (place), _____ (date)



INTERKULTUR

_____ (place), _____ (date)

LICENSEE