

**LICENSE AGREEMENT**

Concluded on the day indicated below between

Name: .....

Address: .....

Telephone number: .....

Email address: .....

Bank account: .....

or

Band.....

Made up of the following artists:

1) .....

6) .....

2) .....

7) .....

3) .....

8) .....

4) .....

9) .....

5) .....

10) .....

The band is represented by its contact person:

Name: .....

Address: .....

Telephone number: .....

Email address: .....

Bank account: .....

referred to in the following predominantly in short as the "licensor", and

Name/Company: .....

Address: .....

Telephone number: .....

Email address: .....

referred to in short as the “licensee”, as follows:

## 1. Subject of the Agreement

### 1.1

The licensor has produced sound recordings entitled ..... (hereafter: contractual recordings) and/or the rights to the sound recording were transferred to him by the producer. The licensor is entitled to the performer’s and audio producer’s neighbouring rights to the contractual recordings.

### 1.2

The licensor grants the licensee the right to utilise the contractual recordings the film/on his album (soundtrack)/for the advertisement/ for the computer game ..... (contractual production).

### 1.3

The licensor guarantees to have carried out the rights clearance and to have the rights to the content in the scope of the granting of rights.

### 1.4

The credits of the licensor for video or audio media, as well as for closing film credits will be read as follows: .....

### 1.5

Note that only the rights to the recording, not the rights to the work (composition) which forms the basis of the recording, are granted with this agreement. These rights are to be secured by the licensee via a separate agreement with the publisher and/or the composer/lyricist.

## 2. Granting of Rights

### 2.1

The licensor transfers the non-exclusive, worldwide and transferable rights for the utilisation of the recordings (see point 1.2). The licensee accepts the transfer of rights.

## 2.2

The transfer of rights includes, in particular:

- the ancillary copyrights of all performing artists;
- the ancillary copyrights of the producer.

## 2.3

### Film Alternative:

The licensee is in particular entitled to combine the contractual recordings with the film, to shorten them for this purpose, to screen the film publicly, to transmit (online, terrestrial, satellite or cable, analogue or digital, radio or television streams) the film and to reproduce, distribute, rent and lend, reproduce by way of download and keep publicly retrievable.

### Album/Soundtrack Alternative

The licensee is in particular entitled to reproduce, publish, rent, lend, utilise online, transmit (online, terrestrial, satellite or cable, analogue or digital streams) the contractual recordings in the scope of the contractual production and to present them publicly.

### Advertising Alternative

The licensee is in particular entitled to combine the contractual recordings with an advertisement (particularly TV, radio, cinema, online) to a maximum duration of 1 minute, to shorten them for this purpose, to transmit the advertising (online, terrestrial, satellite or cable, analogue or digital, radio or television streams), reproduce by way of download and in the production of copies of the advertisement, to show publicly (cinema, point of sale) and keep publicly retrievable.

### Computer Game Alternative

The licensee is in particular entitled to combine the contractual recordings with the computer game, to shorten them for this purpose, to present the computer game publicly, to transmit (online, terrestrial, satellite or cable, analogue or digital), to reproduce the computer game, distribute, rent and lend, reproduce by way of download and keep publicly retrievable.

## 2.4

The licensee is entitled to transfer all or part of the contractual rights. The licensee is also entitled to grant sublicenses. Transfer and licensing is to serve the interests of the licensor. In any event, the licensor remains secondarily obliged to fulfil the agreement.

## 2.5

The rights administered by collecting societies remain in any event unaffected.

## 3. Exclusivity (Optional)

The licensor guarantees not to license the contractual recordings for a film (with the exception of a music video)/for an album (soundtrack)/for an advertisement in the same branch/for a computer game for the duration of one year from the conclusion of the agreement.

#### 4. Utilisation

The decision whether and in what manner and scope the contractual recordings are to be exploited is made by the licensee alone.

#### 5. Duration of Agreement

The contractual relationship is concluded for the duration of the copyright protection period. The right to termination for an important reason remains unaffected. In the event of such termination for an important reason, the author will enter into the legal relationships concluded by the licensee.

#### 6. Fee

For his performances, the licensor will receive an all-inclusive net fee of € XX. Payment of the all-inclusive fee is due upon conclusion of the agreement.

Alternative: The licensor receives a net advance of €..... The advance payment is due upon conclusion of the agreement. The advance includes ..... [quantity] reproduced units of the contractual recordings. As of the ..... [quantity + 1] reproduced unit, the licensor is entitled to a share of € .... / ... %, calculated from the net dealer selling price in the case of a percentage share.

100% of the sold, paid and not returned reproduced units are to be included. A returns allowance to the amount of ... % (5 to 20%) is excluded.

#### 7. Copyright Levies

The licensee is obliged to pay any copyright levies.

#### 8. Miscellaneous

##### 8.1

The exclusive jurisdiction of the competent court responsible for ..... (place) is agreed upon for all disputes arising in connection with the present agreement, including contractual effects before conclusion and after termination. The place of performance is ..... (place)

##### 8.2

Substantive Austrian law applies, excluding the UN Sales Convention.

##### 8.3

If any provision of this agreement, in whole or in part, should be or become invalid, or should there be a loophole in this agreement, the validity of the remaining provisions shall not be affected.

##### 8.4

The present agreement conclusively governs the contractual relationship between the parties. With the signing of this agreement, collateral verbal agreements lose their effectiveness.

8.5

Changes and additions to the agreement must be in writing. This applies also to any departure from the written form requirement. Statements by email or fax comply with the written form.

8.6

To the extent that only the masculine form is given for references to natural persons, such references relate to men and women equally. In applying the form to particular natural persons, the respective gender specific form is to be used.