

Cromwell Music, Inc.  
266 West 37th Street, 17th Floor  
New York, NY 10018  
T: 212.594.9795  
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MUSIC SYNCHRONIZATION LICENSE-ALL MEDIA EXHIBITION

This License Agreement is made the 12<sup>th</sup> day of January 2009 between

- (A) Licensor: Cromwell Music, Inc.  
c/o The Richmond Organization  
266 West 37<sup>th</sup> Street, 17<sup>th</sup> Floor  
New York, NY 10021
- and
- (B) Licensee: Nina Paley Productions, LLC  
81 Bedford St. 4D  
New York, NY 10014
- (C) Composition: MEAN TO ME  
Writers: Roy Turk, Fred Ahlert  
Publisher: Cromwell Music, Inc. (ASCAP)  
% Controlled: 45% United States
- (D) Picture: Title: Sita Sings the Blues
- (E) Territory: World
- (F) Term: Perpetuity
- (G) Use: One (1) Use  
Type: Visual Vocal  
Duration: 3:12 (three minutes, twelve seconds)
- (H) License Fee: (See Clause 6)

## 1. LICENSED RIGHTS

Licensor hereby grants to Licensee the following rights which are subject to the restrictions and limitations contained in this Agreement:

- (A) The non-exclusive, limited right, license, privilege, and authority to use the Composition in All Media now known or hereafter devised, including, but not limited to the following media:
  - (i) THEATRICAL DISTRIBUTION: Record the permitted type and use of the Composition in synchronism or timed-relation with the Picture and to reproduce the Composition in copies of the Picture for exploitation by way of so called "Theatrical Distribution" that is to say the exhibition of the Picture in theatres and other places of exhibition where a charge is customarily made for admission.
  - (ii) TELEVISION RELEASE: Record the permitted type and use of the Composition in synchronism or in time-relation with the Picture and to reproduce the Composition in copies of the Picture in the form of a television pilot, series or any episode thereof and to distribute them in the Territory, by way of all forms of television now known or hereafter coming into existence including without limitation:
    - (1) "Basic Cable"/ "Basic Satellite" Exhibition: Exhibition or use in a Territory of the Picture by means of cable television or satellite television [other than described in (2) and (3) of this subsection] for which members of the public within the Territory may pay for the transmission service provided by a cable television system or satellite television system within the Territory, but otherwise do not pay a premium for the programming transmitted by the cable television system or satellite television system.
    - (2) "Pay Cable"/ "Pay Satellite" Exhibition: Exhibition or use in the Territory of the Picture by means of pay television for which subscribing members of the public within the Territory pay a premium for the programming transmitted by the applicable television system within the Territory, whether such programming is transmitted over-the-air or by wires, cables, satellites, and/or microwave broadcast or otherwise.
    - (3) "Free Television" Exhibition: The telecast over television or broadcast stations, networks and/or independent stations, without a charge being made to the viewer by the telecaster for viewing such telecast, provided such broadcast is made from a location within the territory for viewing solely within the Territory.
  - (iii) VIDEO RELEASE: Record the permitted type and use of the Composition in synchronism or in timed-relation with the Picture, and to reproduce the Composition in copies of the Picture in the form of videocassettes, digital versatile discs (DVD) and videodiscs (or any other similar audio visual formats now known or hereafter devised) manufactured primarily for distribution for the purpose of "personal use" only (the "Videograms") and to distribute them by way of "Videogram Distribution" which shall be defined as the sale of the Videogram to the public for personal use only in each country of the Territory. This grant of rights shall authorize the

fixing of the Composition in and as a part of the Videograms which are only capable of being viewed sequentially in a linear manner, ie. the viewer being unable to carry out non-linear manipulation of the content of the Videograms, it being understood however, that the inclusion of chapter stops or addressable locator codes does not constitute the ability to carry out non-linear manipulation.

- (iv) INTERNET DELIVERY: Record the permitted type and use of the Composition in synchronism or in timed-relation with the Picture, and to reproduce the Composition in copies of the Picture on computer server(s) so as to enable distribution of copies of the Picture into the home of the viewer by way of "downloading" or "streaming" or other similar methods of delivery technology now known or hereafter devised for the transfer of data over the internet which will enable the Picture to be viewed on a television or computer monitor screen in the home of the viewer, provided always that the viewer cannot manipulate the images and/or the soundtrack of the Picture in a non-linear progression.

## 2. RESTRICTIONS OF USE OF LICENSED RIGHTS

The License Agreement granted by Licensor to Licensee hereunder shall be subject to the following terms, conditions, and limitations:

- (a) the recordings made hereunder are to be used only for All Media now known or hereinafter devised in accordance with the provisions hereof;
- (b) no phonorecords or any other recordings except as provided in Clause 1 hereof embodying the Composition may be manufactured and/or distributed pursuant to this License Agreement nor shall any use of the Composition be made except as expressly provided herein;
- (c) the use of the Composition in synchronism or timed-relationship with the Picture is strictly limited to the type, and for the duration, set forth in (G) above;
- (e) the prohibitions and limitations set out above shall not be deemed to limit any prohibition of limitation with respect to the use of the Composition set forth elsewhere in the License Agreement.
- (f) INTENTIONALLY DELETED

## 3. PUBLIC PERFORMANCE

- (a) The United States of America and Canada

Licensor hereby grants to Licensee the non-exclusive limited right to publicly perform and authorize others to publicly perform the Composition in connection with the exhibition of the Picture by means of Theatrical Distribution. For all other media is conditioned upon the broadcast of same only over television stations or Internet sites having a valid performing rights license from Licensor or its duly authorized performing rights society operating in the United States and Canada

- (b) World Excluding the United States and Canada

Licensors hereby grants to Licensee the non-excluding limited right to publicly perform and authorize others to publicly perform the Composition in connection with the exhibition of the Picture by all media now known and hereafter devised in territories outside of the United States of America and Canada subject to the clearance by Licensors's sub-Licensors or Licensors's duly authorized performing rights society operating in such territories.

#### 4. TERRITORY

This license is granted for the territory set forth in (E) above and the rights granted hereunder may be exercised with the Territory only.

#### 5. TERM

This License Agreement is for the term set forth in (F) above and the Licensed Rights granted hereunder may only be exercised during the Term.

#### 6. LICENSE FEE

- (a) Licensee acknowledges that the License Fee has been based upon its use of the Composition for the type and duration set forth in (G) above.
- (b) In consideration of the Licensed Rights granted by Licensors to Licensee, Licensee agrees to pay to Licensors the following License Fees representing Licensors's twenty two (22½%) percent share of the World fee:
  - (i) \$787.50 Initial Payment at Date of First Theatrical Release  
\$787.50 Additional Payment at each \$1 million of Worldwide box office receipts thereafter, up to \$5 million
  - (ii) \$168.75 for every 5,000 home video units sold
- (c) The License Agreement shall be of no force and effect and the rights granted hereunder shall not pass to Licensee unless and until Licensors shall have signed the License Agreement.
- (d) The License Fee shall be divided and paid in the following manner:

Twenty Two and One Half (22.50%) Percent (\$787.50) of the 100% fee of \$3,500.00 directly to Cromwell Music, Inc. at the following address:

Cromwell Music, Inc.  
c/o The Richmond Organization  
266 West 37<sup>th</sup> Street, 17<sup>th</sup> Floor  
New York, NY 10018
- (e) The License fee and division set forth in (H) and sub-clause (d) above are agreeable on a Most Favored Nations basis with the co-publisher(s) of the composition.

- (f) The License Fee set forth in (H) above shall not be less than the license fee paid for the use of any master recording of the Composition if used in the production.

#### 7. CREDIT

Licensee agrees to make every possible effort to accord the following screen credit for the Composition with the understanding that the following will be included if any other composition or record master is credited:

MEAN TO ME

Written by Roy Turk and Fred Ahlert

#### 8. ADVERTISING

- (a) The right granted to Licensee to use excerpts directly from the Picture containing the Composition for All Media trailers shall not include the right to include such excerpts in a music video presentation.
- (b) Licensee agrees that all permitted advertising and/or publicity for the Picture issued by or on behalf of Licensee which incorporates the Composition or a reference thereto shall be "in context" (i.e. it shall only represent the Composition in the manner and in the context in which it appears in the Picture.)

#### 9. FAVORED NATIONS

If Licensee pays to any third party a license fee or royalty greater than that paid to Licensor hereunder for the right to record a musical composition in synchronism or time-relationship with the Documentary for similar type, duration, use and rights granted the License Fee and royalty payable hereunder shall be increased to such greater amount and Licensee shall immediately pay to Licensor the difference between the License Fee and royalty provided for hereunder and the license fee and royalty payable to the third party.

#### 10. NO CHANGE OF LYRIC ETC.

Nothing contained in the License Agreement shall in any way authorize or permit Licensee or anyone acting on behalf of Licensee:

- (a) to make any change in the lyrics or in the fundamental character of the music of the Composition;
- (b) to use the title of the Composition or any derivative thereof or any character therein as the title of the Picture;
- (c) to use the story of the Composition or any paraphrase thereof or any character therein as any part of the story of the Picture and/or claim in any advertising material, press release, interviews or otherwise howsoever that the Picture is based upon or in any way inspired by the story of the Composition.

#### 11. CUE SHEET AND VIDEO COPY

Licensee will supply Licensor (at no cost to Licensor) with:

- (a) one (1) cue sheet; and
- (b) one (1) DVD (if produced) of the Picture.

#### 12. LICENSOR'S WARRANTY

Licensor warrants that it is the owner of the Licensed Rights granted hereunder and this License is given without any other warranty, representation of recourse except for the agreements by Licensor to repay that said License Fee if Licensor shall be in breach of the aforesaid express warranty, it being expressly understood and agreed that Licensor's liability in respect of such breach is limited to the amount of the said License Fee.

#### 13. TERMINATION

- (a) This License Agreement shall automatically terminate if Licensee shall be in breach of any of its obligations hereunder and shall have failed to cure such breach within thirty (30) days from receipt of written notice from Licensor calling upon Licensee to remedy such breach.
- (b) Any termination hereunder shall be without prejudice to any other remedy Licensor may have against Licensee as a result of such breach. Licensor's rights and remedies in the event of a breach or an alleged breach of this License Agreement will be limited to Licensor's right, if any, to recover damages in an action at law, and in no event shall Licensor be entitled by reason of such breach or alleged breach to enjoin, restrain, or seek to enjoin and restrain the distribution or other exploitation of the Picture and/or any trailers or advertising in connection therewith.

#### 14. ASSIGNMENT

Licensee shall be entitled to assign the Licensed Rights granted hereunder provided that Licensee shall remain primarily liable for the performance of all of the terms and conditions of this License Agreement on its part to be performed and to the extent that such assignment is made to and assumed in writing by any subsidiary, affiliated, or related company or to any person, firm or corporation, owning or acquiring a substantial company, and national television network Licensee shall thereafter be released of its obligations hereunder.

#### 15. RESERVATION OF RIGHTS

All rights in and to the Composition not expressly granted hereunder and included within the Licensed Rights are hereby expressly reserved by Licensor.

16. NOTICE

Any notice required hereunder shall be in writing and any such notice may be either personally delivered or telexed, telefaxed or mailed by prepaid registered mail and shall be deemed to have been received by the party to whom it is directed when delivered or if by prepaid registered mail seventy-two (72) hours after the mailing thereof.

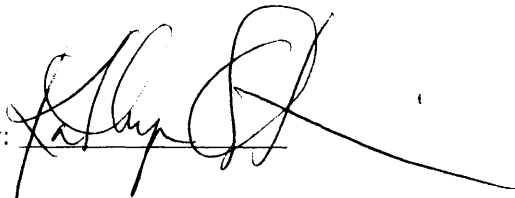
17. MERGER

This License Agreement sets forth the entire agreement between the parties at the date hereof with respect to the subject matter hereof, any and all prior or contemporaneous negotiations, understandings, agreements, inducements or the like being superseded by and/or merged into this License Agreement which may only be amended by a written instrument signed by duly authorized signatories of the parties hereto.

18. LAW

This License Agreement shall, where appropriate, be construed in accordance with and governed by either the Federal laws or the State of New York applicable to contracts to be performed wholly therein.

AGREED & ACCEPTED:  
Cromwell Music, Inc.

By: 

AGREED & ACCEPTED:  
Nina Paley Productions, LLC

By: 