

V O X P O P
CROWD-POWERED CINEMA
MUSIC CLEARANCE, SYNCHRONIZATION AND MASTER USE LICENSE

This Music Clearance, Synchronization and Master Use License (this "Agreement") is entered into as of the date of the last signature below ("Effective Date").

BETWEEN:

VoxPop LLC ("VoxPop"), a New York limited liability company;

AND

Licensor: _____ ("Licensor"). Licensor represents that Licensor owns or controls the musical-composition rights, sound-recording rights, or both, identified in Exhibit A and has authority to grant the rights stated in this Agreement.

RECITALS

A. VoxPop or the applicable Production Company wishes to use the musical composition and, where applicable, the sound recording identified in Exhibit A in connection with the motion picture project identified there (the "Project").

B. Licensor is willing to grant the synchronization, master-use, promotional, and related rights stated below on the terms of this Agreement.

The parties agree as follows:

1. GRANT OF RIGHTS

1.1 Licensed Material and Use. Licensor grants VoxPop the non-exclusive rights identified in Exhibit A to synchronize the musical composition and, if applicable, reproduce and use the identified sound recording for up to the number and type of uses stated there, including background, source, vocal, instrumental, featured, title, end-title, montage, or other agreed use in the Project.

1.2 Media, Territory, and Term. The rights are granted throughout the world for the term stated in Exhibit A, which, unless otherwise stated, will be perpetual and concurrent for both the composition and master rights. The grant includes theatrical, non-theatrical, festival, educational, institutional, broadcast, cable, satellite, airline, transportation, home-entertainment, physical, digital, mobile, internet, application-based, social-media, connected-device, transactional, subscription, advertising-supported, free, paid, download, electronic sell-through, video-on-demand, streaming, cloud, and other audiovisual exhibition, transmission, distribution, and exploitation in all media and formats now known or later developed.

1.3 Promotion and Ancillary Uses. VoxPop may use the licensed material as embodied in the Project and in trailers, teasers, clips, excerpts, electronic press kits, festival reels, social-media posts, advertisements, platform previews, metadata, promotional reels, awards materials, and other in-context advertising and promotion of the Project. Out-of-context advertising, stand-alone commercial use, or use unrelated to the Project is permitted only if expressly approved in Exhibit A.

1.4 Technical Adaptation. VoxPop may make customary technical edits, excerpts, fades, loops, timing adjustments, format conversions, dubbing, subtitling, captioning, localization, and other changes reasonably necessary to synchronize, exhibit, distribute, advertise, and promote the Project, provided the fundamental character of the licensed material is not materially altered.

1.5 Sublicensing and Distribution. VoxPop may authorize its affiliates, Production Company, financiers, insurers, distributors, aggregators, exhibitors, broadcasters, streaming services, platforms, advertising agencies, social-media services, and other approved exploitation or service partners to exercise the licensed

rights solely in connection with the Project and its promotion. No separate commercial exploitation of the licensed material is permitted except as expressly stated in Exhibit A.

2. COMPENSATION, CREDIT, AND DELIVERY

2.1 Compensation. The license fee, royalty, participation, or other consideration is stated in Exhibit A. Unless Exhibit A provides otherwise, the fee is a one-time buyout for the granted rights, subject only to public-performance royalties payable by broadcasters, platforms, exhibitors, or other users through applicable performing-rights organizations. Nothing in this Agreement limits public-performance royalties payable by broadcasters, streaming services, platforms, exhibitors, venues, or other users through ASCAP, BMI, SESAC, GMR, or any other applicable performing-rights organization or collective-management society

2.2 Credit. Any required credit is stated in Exhibit A and is subject to customary placement, format, distributor requirements, technical limitations, and inadvertent-error cure. Failure to provide credit is not a material breach if VoxPop uses commercially reasonable efforts to correct the omission prospectively after written notice.

2.3 Artist Name and Likeness. Licensor grants VoxPop the non-exclusive right to use the approved professional name, approved likeness, approved biography, approved photograph, and approved identifying information of the recording artist and other credited performers solely to identify the licensed recording and to advertise, publicize, promote, distribute, exhibit, and exploit the Project and its authorized trailers, clips, excerpts, press materials, platform listings, social-media materials, and other Project-related promotion. No endorsement of VoxPop, any product, service, political position, or unrelated commercial activity may be implied.

2.4 Materials and Information. Licensor will provide the audio master, composition and recording titles, writer, publisher, label, artist, performer, producer, copyright, ISRC, ISWC, PRO, split, ownership, contact, and cue-sheet information reasonably requested by VoxPop or Production Company. A cue sheet, metadata entry, or copyright notice alone does not constitute a synchronization or master-use license.

2.5 Payment Conditions. VoxPop may condition payment on receipt of a fully executed Agreement, accurate tax and payment information, required invoices, audio materials, ownership documentation, and any co-owner, publisher, label, artist, performer, producer, sample, guild, or union consents necessary for the licensed use.

3. OWNERSHIP, REPRESENTATIONS, AND INDEMNITY

3.1 Ownership. Licensor retains ownership of the licensed composition and sound recording. Except for the rights expressly granted here, no ownership or other right is transferred to VoxPop, and no right is granted by implication.

3.2 Licensor Representations. Licensor represents and warrants that Licensor owns or controls the rights granted; has disclosed all writers, publishers, labels, artists, performers, producers, co-owners, administrators, samples, interpolations, guild or union obligations, liens, restrictions, prior grants, artificial-intelligence-generated elements, and pending or threatened claims; has authority to authorize the stated use throughout the territory and term; and that the licensed material and VoxPop's authorized use will not infringe, misappropriate, defame, violate privacy or publicity rights, breach contractual rights, or otherwise violate third-party rights.

3.3 Indemnity. Licensor will indemnify, defend, and hold harmless VoxPop, the applicable Filmmaker, Production Company, and their respective affiliates, financiers, distributors, platforms, officers, employees, contractors, representatives, successors, and assigns from claims, liabilities, damages, losses, costs, and reasonable legal fees arising from Licensor's breach, ownership or authority disputes, undisclosed samples or third-party material, conflicting grants, guild or union claims, or any claim concerning the licensed composition or sound recording.

4. TERM, TERMINATION, AND GENERAL PROVISIONS

4.1 Term and Irrevocability. The license begins on the Effective Date and continues for the term stated in Exhibit A. Once VoxPop has paid the agreed consideration and materially relied on the license by incorporating the licensed material into the Project, the granted rights are irrevocable except for VoxPop's uncured material breach.

4.2 Cure and Removal. If Licensor gives written notice of a material breach, VoxPop will have ten business days to cure where cure is reasonably possible. If VoxPop cannot cure, the parties will cooperate in good faith regarding replacement, removal, or another practical remedy, but Licensor may not enjoin or interfere with exploitation of completed or distributed copies except where required by final court order.

4.3 Relationship to VoxPop Suite. This Agreement governs only the licensed music rights. The Platform Operator Agreement, Trailer Publishing Agreement, Production Services Agreement, Funding Allocation and Production Disbursement Agreement, Revenue Share and Streaming License Agreement, and other Project documents govern the broader platform, production, funding, delivery, distribution, and exploitation relationship.

4.4 Entire Agreement; Amendment. This Agreement and Exhibit A constitute the complete agreement regarding the licensed material and supersede prior requests, quotes, emails, or understandings concerning the same use. Any amendment must be in writing and signed by both parties.

4.5 Notices. Any notice required or permitted under this Agreement must be in writing and delivered by email, recognized courier, certified mail, or an approved Platform communication method. Notices to VoxPop may be sent through WeAreVoxPop.com, voxpopinc.com, any successor URL designated by VoxPop, or to any legal or support address identified on the Platform. Notices to the other party must be sent to the email or address stated in this Agreement or Exhibit A, as applicable.

4.6 Governing Law and Venue. This Agreement is governed by New York law. The parties consent to exclusive jurisdiction and venue in the state and federal courts located in New York County, New York, except that either party may seek temporary or preliminary injunctive relief in any court of competent jurisdiction where necessary to prevent immediate and irreparable harm.

4.7 Assignment; Severability; Electronic Signatures. Licensor may not assign this Agreement without VoxPop's prior written consent. VoxPop may assign it to an affiliate, production entity, financier, distributor, platform partner, successor, or entity acquiring substantially all of VoxPop's business or assets, provided the assignee assumes VoxPop's applicable obligations. Failure to enforce a provision is not a waiver, any unenforceable provision will be modified only to the minimum extent necessary, and this Agreement may be executed electronically and in counterparts.

SIGNATURES

LICENSOR:

Signature: _____

Printed Name: _____

Entity, if applicable: _____

Title: _____

Date: _____

Address: _____

Email: _____

FOR VOXPOP LLC:

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A
MUSIC LICENSE TERMS

Project Title: _____

Composition Title: _____

Sound Recording Title: _____

Writer(s): _____

Publisher(s): _____

Recording Artist: _____

Record Label / Master Owner: _____

Licensor Rights Granted: Composition / Master / Both: _____

Scene Description: _____

Type of Use: Background / Source / Vocal / Instrumental / Featured / Titles / Other: _____

Number and Duration of Uses: _____

Territory: _____

Term: _____

License Fee: _____

Royalty or Participation, if any: _____

Credit, if any: _____

Out-of-Context Trailer / Advertising Use: Approved / Not Approved / Separate Approval:

Additional Restrictions or Approvals: _____

Licensor Acknowledgment: _____

VoxPop Acknowledgment: _____