

Licensing Agreement

Between

Songdew Media Pvt Ltd having its administrative office at First Floor, 45 , Phase IV , , Udyog Vihar, Gurgaon- 122015 (hereafter referred to as "Licensee") ,

and

{NAME & REGISTERED ADDRESS}

(hereafter referred to as "Licensor")

Licensor has agreed to provide necessary rights to Licensee to distribute its music programmes for distribution , transmission or streaming through platforms owned and managed by Licensee or its affiliates on the following terms and conditions.

Licensor confirms that he has the exclusive copyrights of the Music Video Programme(s) (hereafter called "Programme(s)") as mentioned in Annexure , to authorize Licensee to use the Programme(s) in line with the terms and conditions mentioned below.

1. Licensor hereby confirms that it has all the necessary Rights of the Programme(s) to be telecast in linear manner or on demand on TV, Computer and Mobile phones or any other device through Cable, Satellite , Broadband or any other technology as the case may be. And accordingly,
 - a. Licensor hereby provides all the necessary Rights to Licensee for Transmitting and or broadcasting the Performance Live or delayed or On Demand through any technology including but not limiting to mobile, broadband, cable or satellite.
 - b. It is understood that Licensee would be free to broadcast/transmit and stream the Programmes on its platform or that of its affiliates . However, Licensor would not be liable to pay any fee to Licensee or its affiliates (third party) for showing/transmitting /broadcasting /streaming of such Programme(s).
 - c. The Programme(s) on the discretion of Licensee could be shown as Free service or as part of Pay Service and at any place in the world.
 - d. The above rights are provided on non exclusive basis to Licensee and are for perpetual period for any number of runs/telecasts and or play
 - e. Licensee will have right to edit out or delete any part of the Programme(s) which in its discretion does not confirm to programming code and or any other law of the country where the transmission is taking place. Licensee is also authorised to insert promotional material in between or around the Programme(s) including paid advertising, if any.
2. Licensee would not charge any fee from Licensor towards recording, editing and or transmitting the Programme(s) on its platform or through any other distribution platform of its associates.
3. Licensor represents and warrants that
 - a. It holds the exclusive unencumbered and effective rights for the Programme (s) including the underlying rights and sound recordings contained in the Programme (s) and its execution of this Agreement and is not prevented under any law, contract or otherwise to license the Rights contemplated herein to Licensee and that the Licensee is not required to make any additional payments to any third party for the License granted, other than the Consideration contained herein
 - b. There are no claims, actions pending, proceedings or threatened proceedings, affecting or concerning the Programme(s) or the sound recordings contained in the Programme(s) and it is not, and by executing this Agreement, it will not be in breach of any agreements or any third party rights.
 - c. Promotion and broadcast of the Programme(s) on Licensee's distribution channel(s) is adequate consideration and includes all applicable fee, costs etc
 - d. It is duly certified by CBFC for unrestricted public exhibition and provide copies to Licensee at the Licensor's cost;
4. On execution of this Agreement, the Licensor shall provide Licensee with the aforesaid Programme(s) in the format as specified by the Licensee.
5. Underlying rights shall always be owned by the Licensor. Licensor undertakes to indemnify and keep indemnified Licensee, its directors, employees, agents, affiliates at all times against all damages, loss, claims, demands, expenses (including legal and professional expenses) costs and liabilities that Licensee may, at any time incur, as a result of in the event of a breach of any representations/ obligations under this Agreement. In the event of any claim, the Licensor will promptly adjust, settle or defend or otherwise dispose of such claim at its sole cost.
6. Both Parties represent and warrant that there are no current, pending or threatened claims by any third party or any actions or proceedings before any court, arbitrator, administrative tribunal or governmental authority which might materially and adversely affect the business or operations of the Party, or its ability to perform its obligations under the Agreement. Licensor also indemnifies Licensee against any kind of claim by any party which may come on way of Licensees right to transmit the Programme(s) in accordance with this agreement.
7. This Agreement shall be construed in accordance with the laws of India. The courts in New Delhi shall have exclusive jurisdiction to entertain all disputes arising out of and/or in connection with this Agreement. Any claims, differences or disputes under or in relation to this Agreement shall be resolved amicably failing which the same shall be referred to a sole arbitrator appointed by both the parties Any claims, differences or disputes under or in relation to this Agreement will be referred to Arbitration in accordance with Arbitration and Conciliation Act 1996 and the venue of arbitration will be New Delhi and the language of arbitration proceedings shall be English.

**Licensor Name and Sign.
Date & Place**

**For Songdew Media Pvt Ltd
Date & Place**

Annexure:

Programme(s) Details

Title(s) of the Music Programme:	Title	Date of CBFC certification
	1. 2. 3. 4.	
Artist/Band:		
Album Title (If any); (if the sound recordings is released as audio album/cd)		
Label (if any) :		
Publication Year:		
ISRC Code (if any):		
Details About Artist/Band		
Name of the artists in the Band and the instrument played. <i>Eg.</i> <i>Veena (Vocals) , Dany (Drums)</i> <i>etc ...</i>		
Band/Artist Info in 20-30 words <i>(Please write about the music, the USP, the core concept)</i>		
Songdev Profile Page URL		
Facebook Profile Page URL		
Twitter Profile Page URL		
EMAIL ID		
PHONE NUMBER		

**Licensor Name and Sign.
Date & Place**