



ASSOCIATED PRODUCTION MUSIC LLC

5700 Wilshire Blvd, Ste. 550 | Los Angeles, CA 90036  
P. 323.461.3211 | F. 323.461.9102 | FEDID: 22-2467863

# INVOICE/SYNCHRONIZATION & MASTER LICENSE

<b>Invoice #:</b>	<b>668297-00</b>
<b>Invoice Amount:</b>	<b>\$200.00</b>
	(All amounts in US dollars)

**Due:** 04/24/2025  
**Company Acct. #:** 46820  
**Invoice Date:** 03/25/2025  
**PO:**  
**Job:**

Shawn Holmes  
618 Jefferson Street  
Martins Ferry, OH 43935  
United States

PAYMENT DUE UPON RECEIPT - PLEASE WRITE COMPANY ACCT# & INVOICE NUMBERS ON CHECK

Until paid, this document constitutes an invoice only. Only upon full payment does it become a synchronization license, subject to the terms and conditions specified below on the last page.

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### License Application Details

<b>Product:</b>		<b>Production Date:</b>	
<b>Production Title:</b>	Homebound (short film)	<b>Production Length:</b>	
<b>Episode:</b>		<b>Air Date:</b>	
<b>Unique Episode #:</b>		<b>Total Uses:</b>	2
<b>Season #:</b>		<b>Episode #:</b>	

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### Clearance(s) Licensed

**2116151**                      **Film Festival Only**  
**Distribution Territory:**    Worldwide  
**Exploitation Term:**        In Perpetuity  
FILM FESTIVAL ONLY

A. Needledrop use in a single Theatrical Production: The right, within the United States and Canada only, to synchronize the Composition and Master Recording in and as part of a single Production ("Production" defined as the combination of audio and visual elements which results in one stand-alone entity, commonly referred to as a "Theatrical Film" or "Film");

The right to exploit the Production throughout the world in perpetuity;

Film Festival exhibition at student or professional festivals only;

The right to utilize segments of the Production for "in-context" promotional use only for the purposes of encouraging viewership of the Production via the media rights granted above (but not in conjunction with or in addition to advertising for any other product or productions);

The right to do foreign language dubbing and subtitling of the Production.

B. Notwithstanding the above, the rights granted above do not include:

Alteration of the Production in any form from how it was originally produced, with the exception of the following: (a) minimal editing changes to an existing Production to allow for broadcast in different markets, including the removal of language to accommodate standards of a particular market; (b) the editing out of an image or images for legal reasons; (c) minor changes in a Production's length to accommodate a change in advertising; (d) the inclusion of chapter stops or other addressable locator codes of any kind on the applicable storage device;

Use of specific segments of the Production separate from the Production in its entirety (except for "in-context" promotion);

Use of the Composition and Master Recording in any device, software or format that allows the user to manipulate the audio or video content of the Production in a non-linear fashion;

The right to take any section of a Production and recompile it with other sections of that same or other Productions;

"Out of context" promotional and/or advertising uses;

Ringtones, ringbacks, mastertones, or video ringtones;

Use of the Production or segments of the Production in the interactive play portion of videogames, or in a product;

Use of the Production or segments of the Production in "videogame trailers" which promote a videogame, rather than film viewership;

Mechanical rights;

Any change in content not specified in the above shall constitute a new production and will require a separate license, to be negotiated with APM.

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**Track(s) Licensed**

<b>Track</b>	<b>Title</b>	<b>Use(s)</b>
SVN-0051 #2	Secret Keeper Deering, Jonathon (PRS), Fahlen, Espen (PRS), Robson, Thomas (PRS) Bruton APM (ASCAP)	1
MPATH-0030 #6	Remember When Dirkes, Jennifer (ASCAP) Mpath APM (ASCAP)	1

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# APM SYNCHRONIZATION and MASTER USE LICENSE

## 1. LICENSE GRANT.

1.1 Synchronization of Music into Productions. Associated Production Music LLC ("APM") is the owner and/or administrator of certain compositions and master recordings. APM hereby grants to Company the non-exclusive right and license to fix, record, dub, mix or edit Music in synchronized or timed relation to visual and/or audio elements ("Synchronize") specific APM compositions and recordings ("Music") into specific productions ("Productions") in accordance with the terms and conditions of this license. The act of Synchronization must occur in the United States or Canada.

1.2 Distribution/Exploitation of Productions Containing Music. Subject to the terms and conditions in this license, APM grants to Company the right and license to distribute and to authorize others to distribute Productions in the distribution territory, for the distribution term and for the clearances listed in this license.

1.3 Public Performance: Any public performance of the Production, including, but not limited to, public transmission via television, radio, mobile devices, the Internet, performance in public spaces and places of business, requires that a performance license be obtained by the broadcaster or exhibitor from the appropriate performing rights organization(s) (e.g., ASCAP, BMI, SESAC) or from APM for a separate fee. Performance outside of the United States shall follow the customs and practices of local performing rights societies.

1.4 Conditions of License Grant. The right and license to synchronize Music into Production(s) and the right and license to distribute Production(s) containing Music are conditioned upon the accurate reporting of music uses to the appropriate performing rights societies (for Productions that require performance licenses). Additionally, Company acknowledges that although Company's obligation to pay commences with its synchronization of Music into Company's Production, this license will take effect only when full payment for such use is received by APM. Once payment is received, this document shall serve as Company's license.

1.5 Exclusions. The following rights are not granted under this agreement unless specifically granted in the clearances section above: (a) use of the Music in any device, software or format that allows the user to manipulate the audio or video content of the Productions in a non-linear fashion or in video games; (b) use of the Music in any virtual reality or augmented reality formats; (c) use of the Music as part of a Production and/or series theme (such use requires a separate license from APM); (d) use of the Music in commercials, trailers or theatrical exhibition of films unless specifically covered under this agreement; (e) downloading the Music separate from the Productions; (f) use of the Productions in a consumer product made available for sale to the public (e.g., toys, greeting cards, etc.), other than the sale of a licensed Production such as a DVD or digital download or stream of the Productions; (g) use of the Music as a sample or in a derivative work; and (h) use of the Music in or as part of a Non-Fungible Token or part of digital currencies now known or hereafter devised.

### 1.5.1 Artificial Intelligence.

a. Company shall not, and shall not authorize any third party to, use the APM Materials (defined below in 1.5.1.c) for any purpose related to artificial intelligence ("AI"), including but not limited to: (i) training, development, or fine-tuning of any AI model or system; (ii) generation of AI outputs or derivative works; (iii) commercial applications involving AI technologies including any AI-generative systems; and (iv) text and data mining (TDM) of APM Materials. This prohibition extends to all forms of AI-related activities, whether for research, commercial, or any other purpose.

b. Notwithstanding anything to the contrary contained in clause 1.5.1.a, AI use in connection with the APM Materials is permitted by Company solely for the following internal purposes: (i) searching for Music within the APM Materials; (ii) identifying and recommending similar tracks of Music within the APM Materials; and (iii) refining or improving the quality of existing tracks of Music within the APM Materials, provided that the foregoing AI uses in connection with the APM Materials: (a) do not create, generate, or produce new musical works, sound recordings or copyrightable materials; (b) do not result in new copyrights, intellectual property or any other asserted rights arising from permitted AI use; (c) do not modify, alter, or transform the APM Materials in a way that infringes existing copyrights; and (d) do not commercially exploit or publicly distribute AI-generated output except as permitted in a Production under this Agreement.

c. "APM Materials" are defined as APM owned or controlled musical compositions, sound recordings, lyrics, album artwork, metadata, and any other associated intellectual property. Company acknowledges and agrees that any unauthorized use of APM Materials in connection with this Section 1.5.1 constitutes a material breach of this Agreement, and this Section 1.5.1 will survive the termination or expiration of this agreement.

1.6 Non-Payment. If payment is not received by APM, APM reserves the right to terminate this agreement. However, in no event shall APM seek injunctive relief in connection with the Production or the advertising and promotion thereof.

## 2. OTHER.

2.1 APM represents and warrants to Company that APM has the full right, power and authority to enter into this agreement and to grant the rights granted herein. Except as set forth in the immediately preceding sentence, APM makes no representations or warranties of any kind with respect to the Music.

2.2 APM agrees to indemnify Company, its parent company and its principals, officers, directors, agents, employees, representatives, successors and assigns from any and all claims, liabilities, losses, damages and expenses (collectively, "Claims"), including, without limitation, reasonable attorney's fees and expenses, arising from any and all Claims that arise in connection with any breach by APM of any term, covenant or representation or warranty contained herein, including claims that any recorded selection(s) of APM Music provided to Company infringes any copyright or other rights.

2.3 Company understands and agrees that any Purchase Order/Licensing agreement provided by Company is only valid when accompanied by APM Music's synchronization License/Invoice. Company understands that this not a work for hire. All copyrights remain with APM. The terms of this License agreement supersede the terms of any Purchase Order. All rights not expressly granted by APM hereunder are hereby reserved.


2.4 Company agrees to indemnify APM, its parent companies and its principals, officers, directors, agents, employees, representatives,

successors and assigns from any and all claims, including, without limitation, reasonable attorney's fees and expenses, that arise in connection with any use of APM Music by Company or its personnel that is not in accordance with this agreement or that arises in connection with any change or revision made to the Music made by Company or its agents.

2.5 This license shall run to Company its successors and assigns, provided Company shall remain liable for the performance of all of the terms and conditions of this license and provided further that any disposition of the Production(s) shall be subject to all the terms hereof, and Company agrees that all persons, firms or corporations acquiring from Company any right, title, interest in or possession of the Production shall be notified of the terms and conditions of the license and shall agree to be bound thereby.

2.6 Governing Law; Venue. This agreement shall be governed by the laws of the state of California applicable to contracts entered into and performed entirely within that state (not including its conflict of interest laws). Company hereby consents to exclusive jurisdiction and venue in the Federal and State courts sitting in Los Angeles County, CA. Any controversy or claim arising out of or relating to this agreement or the breach thereof shall be settled by arbitration in Los Angeles, CA in accordance with the rules then obtaining of the American Arbitration Association and judgment upon the award rendered may be entered by any court having jurisdiction thereof.

Associated Production Music LLC by:

A handwritten signature in cursive script, reading "Adam Taylor", followed by a horizontal line extending to the right.