

MASTER USE LICENSE
FILM

This Master Use License Agreement (the "Agreement") is made and entered into as of December 27th, 2023 by and between Jerrika Mighelle ("Licensor") and Fireside Productions, LLC ("Licensee").

- A. Licensor is the exclusive owner of those certain master recordings (the "Master"), including the sound recording copyrights therein, embodying the musical performance of Jerrika Mighelle (the "Artist") of the musical composition entitled "Over and Over" (the "Composition");
- B. Licensee is engaged in the business of producing and exploiting films and, with respect thereto, has produced a film entitled "When Rubber Hits The Road" (the "Film");
- C. Licensee desires to utilize the Master in connection with the soundtrack of the Film.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties do hereby agree as follows:

- 1. USE: The length, number and type of uses of the Master to be licensed by Licensee hereunder is as follows

Length	Type
Approx. 4 minutes	One (1) Background Vocal

- 2. TERRITORY: The territory covered under this license shall be the World (the "Territory").
- 3. GRANT OF RIGHTS: Subject to the terms hereof, Licensor hereby grants to Licensee the non-exclusive, limited right, license and authority to do any or all of the following only:
 - a. To record and to re-record and dub throughout the Territory the Master as indicated in paragraph 1 above solely in synchronization or timed relation with the Film, but not otherwise, and to make copies of such Film containing the Master, all in accordance with the terms, conditions, and limitations set forth herein. Licensor shall supply Licensee, upon Licensee's request, with a tape copy of the Master for use as specified herein, and Licensee shall pay Licensor's usual charges in connection with the making and delivering of any such tape copy;

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- b. The right to use the Master as recorded and synchronized with the Film via Theatrical, DVD and Online exhibition, all in accordance with the terms, conditions, limitations and reservations hereinafter set forth.
- 4. TERM: The Master may be used in perpetuity for the film, theatrical exhibition, DVD and online exhibition, collectively commencing May 1, 2024 (the "Term").
- 5. ANCILLARY PAYMENTS: Licensee shall make any and all necessary synchronization license payments to the publisher(s) of the compositions embodied in the Master. Licensee shall indemnify Licensor and hold Licensor free and harmless from and against any and all third party claims, liabilities, costs, losses, damages or expenses, including reasonable attorney's fees and court costs, arising out of any failure or breach by Licensee with respect to its obligations as set forth in this paragraph.
- 6. MASTER USE FEE: For the use of the Master in connection with the Film as set out in paragraph 3 above, Licensee shall pay to Licensor the sum of Fifty United States Dollars (USD \$50.00) (the "Fee") on a most favoured nations basis with the licensor of the rights in the Composition used in the Film provided that such licensor is granting substantially the same rights in the Composition as Licensor has granted in the Master hereunder.
- 7. PAYMENT DEFAULT:
 - a. Licensee shall pay Fee no later than Thirty (30) days following the date of receipt of the Agreement if delivered via courier or email, or Forty (40) days from date of postmark if delivered via regular post. In the event that Licensee fails to pay to Licensor the Fee as specified herein, Licensor shall give Licensee written notice that, unless such default is remedied within Thirty (30) days from receipt of the notice, such default shall constitute a breach of this Agreement and an infringement of the Licensor's copyright in the Master;
 - b. Licensor's rights and remedies in the event of a breach or alleged breach of any of the terms of this Agreement by Licensee shall 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 any breach or alleged breach to enjoin, restrain or seek to enjoin or restrain the distribution or other exploitation of the Film. Notwithstanding the above, failure by the Licensee to pay the Fee to the Licensor in a timely manner and subsequent to Licensor's written notice to Licensee of said breach, shall entitle

Licensor to enjoin, restrain or seek to enjoin or restrain the distribution or other exploitation of the Film;

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- c. Licensee hereby acknowledges and agrees to pay a payment delay penalty of a further twenty percent (20%) of the agreed Fee in the event that full payment of the Fee has not been received by Licensor within one hundred and eighty (180) days of the initial delivery of this Agreement.
8. NON-EXCLUSIVITY: All rights granted hereunder are granted on a non-exclusive basis and Licensor shall have the right to grant similar licenses for the use of the Master to other licensees without limitation.
9. TRAILERS [ONLY FOR FILM USE **NOT** FOR TRAILER USE]: Licensee may also use the Master in connection with the Film for excerpts and/or trailers in connection with the advertising and exploitation of the Film, but only in conjunction with the actual scene, or scenes, to which they are synchronized in the Film.
10. RESERVATION OF RIGHTS: This Agreement does not authorize or permit any use of the Master not expressly set forth herein, and all other rights are expressly reserved. By way of clarification and not in limitation thereof, this license does not grant the right to record the Master on any phonograph records, cassettes, compact discs, or other sound-only configurations now known or unknown.
11. LICENSOR WARRANTY: Licensor warrants that it (i) owns or controls all rights in and to the Master and that the consent of no other party is required in connection with Licensee's use of the Master as herein authorized, with the exception of the parties set forth in paragraph 5 hereof, which consent Licensee shall obtain, and (ii) that it has the legal right to grant this license, and this license is given and accepted without any other warranty or recourse. If said warranty shall be breached in whole or in part, Licensor shall either re-pay to Licensee the consideration theretofore paid to Licensor by Licensee for this license, to the extent of the part thereof which is breached, or shall hold Licensee harmless to the extent of the consideration theretofore paid to the Licensor by Licensee for this license. In no event shall Licensor's total liability exceed the amounts received by it hereunder.
12. TERMINATION: If Licensee fails to pay Licensor in a timely manner hereunder, or otherwise fails to comply with any other material obligation to be performed by Licensee (and does not cure such failure within thirty days of receiving notice of such failure from Licensor), then Licensor shall have the right to terminate this Agreement and all of Licensee's rights hereunder. In such event all rights granted to Licensee shall automatically cease, terminate and revert to Licensor, without prejudice to any other rights or remedies Licensor may have against Licensee or any third parties at law or in equity.

13. LEGAL ACTION: This Agreement shall be governed by and subject to the laws of the State of Wisconsin, applicable to agreements made and to be wholly performed within such state.

14. ASSIGNABILITY: Licensee and Licensor shall have the right to assign this Agreement and any rights granted to Licensee or Licensor hereunder, and any of their respective obligations hereunder, to any third party, in which event this license shall be binding upon and shall inure to the benefit of the respective successors and/assigns of the parties hereto; provided, however, that Licensee and Licensor shall remain secondarily liable with regard to their respective duties under this Agreement.

15. NOTICES: All notices hereunder shall be in writing and shall be given by personal delivery to an officer of Licensee or Licensor, or by mail in the United States mail, postage pre-paid, or by telecopier, or by telegraph with all charges pre-paid, at the addresses set forth herein, or such other address as either Licensee or Licensor may designate by notice to the other, and the date of such personal delivery, mailing, telecopying, or telegraphing shall be the time of the giving of such notice.

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date and year first above written.

FIRESIDE PRODUCTIONS, LLC

By: _____

Title: _____

An authorized signatory

Address:

1530 Grover Rd

Eau Claire, WI 54701

USA

Jerrika Mighelle

By:  _____

Title: Jerrika Mighelle, musician

An authorized signatory