

## GENERAL CLEARANCE RELEASE

Agreement dated \_\_\_\_\_, 2018 between \_\_\_\_\_ ("Licensor") and **Sound of Metal, LLC** ("Licensee") concerning the motion picture presently known as "**Sound of Metal**" (the "Picture").

1. SPECIFIED MATERIAL/ USE: Licensor hereby grants to Licensee a perpetual non-exclusive, transferable, license to use and photograph or otherwise reproduce the materials described in Exhibit "A" attached hereto, and related trademarks and logos, as applicable (collectively "Material") as featured set dressing and/or referenced to and/or referred to in dialogue, and as part of and in connection with the Picture and the exploitation and distribution thereof, and in any and all advertising or other publicity for the Picture, throughout the Universe, in any and all media now known or hereafter devised, including, without limitation, theatrical exhibition, television exhibition (including, without limitation, free, pay, cable and satellite television) and by means of videograms (which include, without limitation, videocassettes and videodiscs). Nothing herein shall be deemed to obligate Licensee to use the Material in the Picture, or to produce, release or distribute the Picture or to continue the release and distribution of the Picture if released, or to otherwise exploit any rights granted to Licensee hereunder.

2. REPRESENTATION: Licensor represents and warrants that it has the full right and authority to enter into this Agreement and to grant the rights herein granted; that (unless expressly set forth elsewhere in this Agreement) Licensee has no commitments or obligations to Licensor, financial or otherwise, as a result of this Agreement; the Material does not and will not infringe upon the copyright of any person or entity, and does not and will not constitute a libel or slander of any person or entity or infringe upon or violate the right of privacy or any other right of any person or entity; and that, Licensor has obtained all necessary releases and clearances from any and all personnel and/or entities appearing in or providing services in connection with the Material. Licensor shall be required to pay all re-use fees and other compensation required by applicable collective bargaining or individual contracts or otherwise required by law in connection with the use of the Material in the Picture.

3. INDEMNITY: Licensor and Licensee shall each indemnify the other against any loss or damage (including reasonable attorneys' fees) arising out of or in connection with any claim by any third party arising out of any breach by the indemnifying party of its warranties, representations or agreements.

4. WAIVER: Licensor agrees not to assert and hereby releases Licensee from any and all claims of any kind or nature whatsoever, including, without limitation, claims for trade libel, invasion of privacy, defamation, libel or slander, or infringement of any other personal right, arising out of or related to Licensee's use of the Material or Licensee's exercise of any rights granted hereunder.

5. NO INJUNCTIVE RELIEF; NO RESCISSION: Licensor acknowledges that, in the event of any breach or alleged breach of this Agreement, Licensor's sole remedy shall be the recovery of money damages, and Licensor shall not have the right to terminate

or rescind this Agreement, or to enjoin or restrain the use of or the exhibition, distribution, advertising or exploitation of the Picture.

6. ASSIGNMENT: Licensee's rights under this Agreement may be assigned and licensed and such assignment or license will be binding upon and inure to the benefit of Licensor, Licensee and their respective assignees and licensees.

7. LICENSE FEE: Licensee agrees to pay Licensor upon signature of this Agreement \$      [gratis]                      for the use of the Material as herein provided.

8. CREDIT. Credit will be afforded in the end credit crawl for the Picture substantially as described in Exhibit "A" hereto. All other aspects of such credit shall be in such manner, including, without limitation, size, style of type, placement, color, etc., as Licensee determines in its sole discretion. Credit shall only be given if the Material appears recognizably in the Picture as initially released. No casual or inadvertent failure to comply with the credit provisions of the Agreement shall constitute a breach of the Agreement. No failure by any third party to give such credit shall constitute a breach of the Agreement.

9. GOVERNING LAW: This Agreement and all matters or issues material thereto shall be governed by the laws of the State of California applicable to contracts performed entirely therein.

10. ENTIRE AGREEMENT: This Agreement expresses the entire agreement between Licensee and Licensor and there are no prior arrangements or representations, either oral or written, as to the subject matter hereof. This Agreement may be amended or modified only by the written agreement of Licensor and Licensee.

<b>Sound of Metal, LLC "LICENSEE"</b>	<b>"LICENSOR"</b>
By: _____	By: _____
Its: _____	Its: _____

Exhibit "A" of **GENERAL CLEARANCE RELEASE** dated \_\_\_\_\_,  
200\_ between \_\_\_\_\_ and  
\_\_\_\_\_.

1. **DESCRIPTION OF MATERIALS:**

2. **Credit:**