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## **TERMINATION**

Without prejudice to any of AMT's rights or remedies, AMT may terminate this Agreement if Licensee fails to comply with the terms and conditions found within this Agreement. Without limiting the foregoing, if such an event occurs, Licensee must destroy all of Licensee's copies of the Music and remove the Music from all Projects and other works to which Licensee added the Music.

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AMT shall make all reasonable efforts to make sure that all the music and audio files that make up its online library are available at all times. However, AMT makes no representations or warranties that all Music will be available for use during the Agreement Term. At its sole discretion, AMT may discontinue licensing certain music and audio files. In the event that AMT gets a notice that any music or sound files may be subject to a claim of infringement of another's right for which AMT may be liable, AMT has the right to require Licensee to immediately cease from using the Music, delete or remove the Music from its premises, computer systems and storage (both electronic and/or physical); and require and ensure that its clients do the same. AMT shall provide Licensee with a comparable Cue (to be determined by AMT in its reasonable judgment) free of charge, but subject to the other terms

and conditions of this Agreement.

## **PAYMENTS**

All payments will be made in United States Dollars.

## **INDEMNIFICATION**

Licensee agrees to indemnify and hold AMT, its affiliates, parents, subsidiaries, employees, directors, officers, successors, assigns, distributors, investors, lenders and anyone else associated with AMT (individually and collectively the "Related Parties"), harmless from, and against, any and all claims, liabilities, costs, damages, or expenses (including attorneys' fees), asserted against AMT or any of the Related Parties arising out of Licensee's use of the Music.

## **AUDIT RIGHTS**

In order for AMT to verify that the number of units of any Project does not exceed the maximum specified in this Agreement and that Licensee is otherwise complying with all terms of this Agreement, Licensee agrees, upon AMT's written request, to provide AMT's with copies of Licensee's books and records showing that the units do not receive the maximum number permitted and that Licensee is otherwise complying with all terms of this Agreement. In connection with such verification, AMT shall also have the right to appoint a certified public accountant or certified public accounting firm to audit Licensee's books and records relating to such production budget, at Licensee's place of business where such books and records are kept, during reasonable business hours and upon reasonable prior notice. AMT agrees to keep the results of such audit confidential except for purposes of enforcing this Agreement. AMT shall bear the costs of any audit AMT conducts, unless such audit shows that Licensee's use of the Music was not authorized under this Agreement, in which case Licensee shall reimburse AMT for AMT's audit costs in addition to other payments which may become due, including, without limitation, damages for such unauthorized use.

## **JURISDICTION/GENERAL PROVISIONS**

This Agreement shall be governed by the laws of the State of California, USA. Nothing in the present Agreement shall be interpreted as constituting or creating a joint venture or partnership between the Parties. This Agreement shall be to the benefit of and bind the respective heirs, executors, administrators and assigns of the Parties hereto. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or any other legally constituted body having jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect.

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