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and conditions of this Agreement.

PAYMENTS

All payments will be made in United States Dollars.

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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.

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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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