

STILL PHOTOGRAPH/LOGO LICENSE AGREEMENT

This Agreement is made as of _____ between **Music Education Charity of Canada (MusiCounts)** (“Licensor”) and _____ (“Licensee”) with respect to still photographs as described in Schedule A, (the “Materials”), attached hereto and forming a part of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Licensor hereby grants to Licensee a non-exclusive limited license to use the Materials provided by Licensor for the purposes set out in Schedule A, on the following terms and conditions:

1. Licensee shall use the Materials for the limited purpose and in the manner set forth in Schedule A, and for no other purpose. Without limiting the generality of the foregoing or any other restrictions in this Agreement except as permitted in accordance with Schedule A, in no event shall Licensee be permitted to sublicense, sell, broadcast, electronically transmit, make available to a third party or otherwise exploit, the Materials, in whole or in part.
2. Except as permitted in accordance with Schedule A, Licensee shall not cut, edit, alter, repurpose, include additional content, or otherwise modify the Materials (including the credits with the Materials as delivered to Licensee) or permit the Materials to be made available to any other party at any time or in any manner without Licensor’s prior written approval, which approval may be unreasonably withheld in Licensor’s sole discretion.
3. Licensee acknowledges that Licensor is the sole and exclusive owner of all right, title and interest in and to the Materials and no title to or ownership of the Materials is transferred to Licensee under this Agreement.
4. The Licensee agrees to credit Licensor in the following manner:
 - a. **Photo stills referenced as “Photo courtesy of MusiCounts”**
5. Licensee will be responsible for securing any releases or permissions that may be required as a result of its use of the Materials (including, without limitation, permission from any performers, music publishers and record labels) and for any payments to third parties (including, without limitation, any applicable reuse and residual payments and AF of M step-up fees) that may be required as a result of Licensee’s use of the Materials.
6. Licensee shall indemnify Licensor, and its affiliates, and their respective directors, officers, employees, representatives, and save and hold them harmless of and from any and all loss, cost, damage, liability and expenses, including legal fees, arising out of any claims whatsoever that may be brought based upon Licensee’s breach of this Agreement. If Licensee breaches this Agreement, Licensor may unilaterally terminate this Agreement and in that event, the Licensee agrees to return the Materials forthwith.

7. This Agreement constitutes the entire agreement of Licensor and Licensee with respect to the Materials.
8. This Agreement will be governed by the laws of Ontario and the applicable federal laws of Canada, without regard to choice of laws principles.
9. This Agreement will not be binding unless and until fully executed and delivered. The parties have signed this Agreement.

MUSIC EDUCATION CHARITY OF CANADA	YOUR GROUP
By: _____ _____	By: _____ _____
Title: _____ _____	Title: _____ _____
Date: _____ _____	Date: _____ _____