



UNIVERSAL PRODUCTION MUSIC
ANNUAL BLANKET AGREEMENT
Master and Synchronization License

This Master Recording & Synchronization License Agreement (“Agreement”) entered into **July 3, 2025**, between **Universal Production Music, a unit of Universal Music – MGB NA LLC**, 2105 Colorado Avenue, Santa Monica, CA 90404 (hereafter referred to as “UPM”), and **Florida State University - College of Motion Picture Arts**, 282 Champions Way A5100 UCA, Tallahassee, FL 32306-2350 (hereafter referred to as “COMPANY”).

1. For purposes of this Agreement, the following terms shall be defined as follows:

- (a) **Works:** The musical compositions and corresponding sound recordings contained within the labels and corresponding albums (as may be updated from time-to-time) as set forth on: <https://www.universalproductionmusic.com/en-us/discover/labels>
- (b) **Productions:** Unlimited number of audio-visual productions embodying the Works created, developed and/or produced in-house or out-of-house solely for COMPANY-owned productions during the Synch Term.
- (c) **Synch Term:** **One (1) Year**, commencing on **August 1, 2025** and ending on **July 31, 2026**.
- (d) **Exploitation Term:** In perpetuity, subject to paragraph 2 below.
- (e) **License Fee:** **Seven Thousand US Dollars (\$7,000.00)**, which shall be payable in accordance with the Payment Schedule.
- (f) **Payment Schedule:** **One (1) payment of Seven Thousand US Dollars (\$7,000.00)** is due within thirty (30) days of the signing and execution of this Agreement.
- (g) **Territory:** The United States and Canada as it relates to synchronization and pursuant to the clearances as set forth in paragraph 1(h) below as it relates to exploitation.
- (h) **Clearance(s):**
- **DIGITAL / ONLINE / STREAMING / SOCIAL (ORGANIC NON-PAID)** - Free digital downloads / streaming. Includes episodic / series productions and themes. For purpose of this “Digital (Non-Paid)” Clearance, the Territory is the World.
 - Film Festival and Limited Theatrical Release only
 - **NON-BROADCAST** - Audio, video, and digital media, corporate intranet, and closed-circuit communications. Production not for sale to the general public.

2. Grant of Rights.

(a) In consideration of the License Fee, UPM hereby grants to COMPANY the non-exclusive right during the Synch Term to re-record and reproduce excerpts from the Works in synchronization or timed relation with the soundtrack of the Productions; to make copies of the Productions with the Works embodied therein; and the right to distribute, promote, sell, lease, and otherwise use and exploit all versions of the Productions with the Works embodied therein as specifically authorized in the Clearance(s) throughout the Exploitation Term; provided, however, that the Productions are not altered in any way (either its audio or visual parts) after the Synch Term, with the exception of the

right to alter the Productions solely for incidental time edit and translation purposes, and otherwise subject to the terms herein.

(b) Except as specifically authorized in the Clearance(s), UPM hereby reserves unto itself all rights of every kind and nature, except those expressly granted to COMPANY herein, including, without limitation, the mechanical and the grand and small performing rights. All other rights or uses shall be negotiated separately with UPM. With respect to the performing rights, COMPANY shall negotiate directly with the appropriate performing rights society. Any use by COMPANY of the Works other than as described in paragraph 1(h) above without the express prior written authorization of UPM is prohibited.

3. Reporting. At the end of each calendar quarter (March, June, September and December) during the Synch Term, COMPANY shall use best efforts to supply UPM with a listing of each music title used on cue sheets, indicating pertinent usage information for the Works used in Productions produced both in-house and out-of-house during the applicable quarter.

4. Representations and Warranties.

(a) UPM warrants and represents that it has the right to enter into and perform this Agreement, and that the proper exercise by COMPANY of the rights granted hereunder will not violate the rights of any third party. COMPANY warrants and represents that it has the right to enter into and to fully perform in accordance with of the terms of this Agreement, and it shall comply with all applicable laws, rules and regulations in the performance of its obligations hereunder.

(b) (i) Each party agrees to indemnify the other party and hold the other party harmless, from and against any and all loss, cost, damage or expense (including court costs and reasonable outside counsel fees) arising out of a third party claim resulting from a breach of the foregoing warranty and representation by such party and resulting in a final judgment or a settlement entered into with the indemnitor's prior written consent (not to be unreasonably withheld).

(ii) Either party hereunder claiming indemnity shall deliver to the other party prompt written notice of any third-party claim, action or proceeding to which such indemnity relates, and the indemnitor shall have the right to participate in the defense thereof by counsel of its choice, at its sole cost and expense.

(iii) In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall, in addition to any other award of damage or remedy, be entitled to reasonable outside attorneys' fees.

5. Breach/Cure. This Agreement shall terminate upon UPM's notice to COMPANY in the event of any material breach of the obligations hereunder by COMPANY or its permitted successors and assigns, providing, however, that UPM notifies COMPANY of COMPANY's breach or nonperformance in writing and COMPANY fails to cure same within thirty (30) days (five [5] business days in cases of non-payment) after the sending of said notice. Any termination which occurs pursuant to this paragraph shall render the use of the Works in the Productions unauthorized and UPM shall thereupon be entitled to seek any and all legal remedies, provided, however, that UPM shall not be entitled by reason of any breach or alleged breach, to enjoin, restrain and/or seek to enjoin or restrain the distribution or the commercial distribution of any existing Productions. Notwithstanding any such termination, UPM shall have the right to retain as its property all sums paid by COMPANY to UPM hereunder, free of any claim by COMPANY.

6. Confidentiality. UPM and COMPANY shall keep confidential and not disclose to any third party the terms of this Agreement without the prior written consent of the other, except that: (a) the terms hereof may be disclosed, on a confidential basis, to the respective party's employees, attorneys and accountants; (b) the terms may be disclosed in any discovery proceedings related to the lawsuits filed by or against the disclosing party, provided that commercially reasonable efforts will be made by the disclosing party to require that the terms of the Agreement be maintained as confidential; and (c) the terms may be disclosed to the extent necessary to comply with any applicable law, court order or inquiry by a taxing authority, provided that commercially reasonable efforts will be made by the disclosing party to require that the terms of the Agreement be maintained as confidential.

7. Miscellaneous.

(a) This Agreement is intended by the parties hereto (i) to be the final expression of their agreement and understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms thereof, and (ii) to supersede any and all prior and contemporaneous agreements and undertakings of the parties, whether oral or written, relating thereto. Each of the parties hereto hereby acknowledges and agrees that neither party has made any representation or promise in connection with this Agreement or the subject matter hereof not contained herein.

