

**UNIVERSAL PRODUCTION MUSIC****2nd "SYNCH TERM" ADDENDUM**


This second addendum ("ADDENDUM 2") dated **July 24, 2024** is a material part of the Annual Agreement commencing **August 1, 2022**, as amended by the first synch term addendum thereto dated **August 3, 2023** (collectively the "AGREEMENT"), by and 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, Tele, Recording Arts, A3100 University Center, Tallahassee, FL 32306-2350** (hereafter referred to as "COMPANY"). Capitalized terms not defined hereunder shall have the same meaning as used in the AGREEMENT.

WHEREAS, COMPANY desires to continue to license the Works (hereafter including from the expanded production music repertoire) for the purpose of synchronization with COMPANY's Productions in accordance with the following terms:

- A. In consideration of the payment of the sum of **Six Thousand Eight Hundred US Dollars (\$6,800.00)**, which is due in-full within Thirty (30) days of the signing and execution of this ADDENDUM 2, the "Synch Term" as defined in paragraph 1(c) of the AGREEMENT shall be extended for an additional **One (1) Year**, commencing on **August 1, 2024** and ending on **July 31, 2025**.
- B. Reference is made to definition of Works as set forth in paragraph 1(a) of the AGREEMENT, which in connection with the new weblink used to access the Works, such definition shall be deleted in its entirety and replaced with an updated definition 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> "
- C. Reference is made to the list of Clearance(s) in paragraph 1(h) of the AGREEMENT, which shall continue to apply during the Synch Term under this ADDENDUM 2 and, for clarity's sake, are as follows:
- **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.
 - **NON-BROADCAST** - Audio, video, and digital media, corporate intranet, and closed circuit communications. Production not for sale to the general public.
 - Film Festival and Limited Theatrical Release only.

[Remainder of this page intentionally left blank.]

D. The terms of this ADDENDUM 2 may not be changed or modified except by written agreement of both parties. All other terms, provisions and conditions of the AGREEMENT shall remain in full force and effect.


Reb Braddock (Jul 26, 2024 17:42 EDT)

AUTHORIZED SIGNATURE
Florida State University - College of Motion Picture Arts

Dean College Motion Picture Arts

TITLE

Reb Braddock Jul 26, 2024

PRINT NAME DATE

BILLING CONTACT NAME


Digitally signed by Jeff Eshbaugh
DN: cn=Jeff Eshbaugh, o=Universal Production Music, ou,
email=jeffery.eshbaugh@umusic.com, c=US

AUTHORIZED SIGNATURE
Universal Production Music, a unit of Universal Music – MGB NA LLC

BILLING CONTACT EMAIL

UPM and COMPANY agree that a scanned pdf counterpart of this ADDENDUM 2 evidencing the signature of a party shall be effective as an original signature for all purposes.

***Please make checks payable to Universal Production Music at address below
(or through the payment option available through COMPANY's online account)
15044 Collections Center Drive
Chicago, IL 60693**



UNIVERSAL PRODUCTION MUSIC

ANNUAL BLANKET AGREEMENT *Master and Synchronization License*

This Master Recording & Synchronization License Agreement (“Agreement”) entered into **June 29, 2022**, between **Universal Production Music, a unit of Universal Music – MGB NA LLC**, 2100 Colorado Avenue, Santa Monica, CA, 90404 (hereafter referred to as “UPM”), and **Florida State University**, College of Motion Picture, Tele, Recording Arts, A3100 University Center, 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 composition(s) and sound recording(s) thereof contained in the “**Platinum Library**” via: <https://www.universalproductionmusic.com/en-us/licensing/label-packages>.

Notwithstanding the foregoing, **on a trial basis for a period of Three (3) Months**, beginning with the commencement of the Synch Term (defined below) and ending on **August 01, 2022** (the “**TRAIL TERM**”), UPM grants COMPANY access to and rights in the “Platinum Library” and accordingly, solely during the TRIAL TERM, COMPANY’s account shall be upgraded to include the “FirstCom Catalog” accessible via the WEBSITE; provided that it is understood and agreed that unless extended (subject to good faith negotiations between the parties and payment of the corresponding additional payment by COMPANY), upon expiration of the TRIAL TERM, COMPANY’s account shall be updated to limit COMPANY’s access solely to the **UPM LIBRARY** thereafter.
 - (b) **Production(s):** 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 01, 2022**, and ending on **July 31, 2023**.
 - (d) **Exploitation Term:** In perpetuity, subject to paragraph 2 below.
 - (e) **License Fee:** **Five Thousand Seven Hundred Seventy-Five US Dollars (\$5,775.00)**, which shall be payable in accordance with the Payment Schedule.
 - (f) **Payment Schedule:** **One (1) payment of Five Thousand Seven Hundred Seventy-Five US Dollars (\$5,775.00)** 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) **Clearances:**
 - **INTERNET** - Free digital downloads/streaming. For purpose of this Internet Clearance, the territory is considered to be the World.
 - **NON-BROADCAST** - Audio, video, and digital media, corporate intranet, and closed-circuit communications. Production not for sale to the general public.
 - Film Festival and Limited Theatrical Release only

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 Clearances 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 Clearances, 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.

(b) No waiver by either party of any term of this Agreement or any default hereunder shall affect such party's right thereafter to enforce such term or to exercise any right or remedy in the event of any other default, whether or not similar.

(c) If any part of this Agreement is determined to be void, invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, the remainder of this Agreement shall continue in full force and effect.

(d) This Agreement shall be governed by and construed in accordance with the Laws of the State of California and the jurisdiction of any dispute hereunder shall be with the United States Court, located in Los Angeles, California.

(e) Neither party hereto may assign, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of the other party, except that no such consent shall be required in connection with a merger, reorganization or sale of all, or substantially all of such party's assets.

(f) The headings of paragraphs or other divisions hereof are inserted only for the purpose of convenient reference and shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning, intent or construction of any of the terms, provisions, covenants and conditions of this Agreement, nor shall they otherwise be given any legal effect.

(g) This Agreement may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed an original, and all such counterparts shall together constitute one and the same instrument. Facsimile and portable document format (PDF) signatures shall constitute originals for purposes of this Agreement.

AGREED TO AND ACCEPTED:

Reb Braddock Digitally signed by Reb Braddock
Date: 2022.07.20 08:29:20 -04'00'

AUTHORIZED SIGNATURE
Florida State University - College of Motion Picture Arts

AUTHORIZED SIGNATURE
Universal Production Music, a unit of Universal Music – MGB NA LLC

Dean
TITLE

Reb Braddock 07/20/2022

PRINT NAME DATE

Tony Ciarlariello

tciarlariello@admin.fsu.edu

BILLING CONTACT NAME

BILLING CONTACT EMAIL

282 Champions Way, A5100

BILLING STREET ADDRESS

Tallahassee

FL

32306

BILLING CITY

STATE/PROVINCE

ZIP/POSTAL CODE

***Please make checks payable to Universal Production Music at address below**
(or through the payment option available through COMPANY's online account)
15044 Collections Center Drive
Chicago, IL 60693