



3148 Bryant Ave S.
minneapolis, mn 55408
ph 612-375-1113
fx 612-341-3330

Invoice No.

20398

INVOICE

Customer

Name Jonathan Maher
Address _____
City _____ State _____ Zip _____
Email _____

Date 6/14/2015
Order No. _____
Rep J. Delange
FOB _____

Qty	Description	Unit Price	TOTAL
1	DISCOVERY Network (Complete Network Clearance)		\$0.00
1	NASCAR Productions (Multi Sync License)		\$0.00
1	MTV Network Fantasy Factory/Ridiculousness		\$0.00
1	MTV Network Nitro Circus		\$0.00
1	VH1 Network Tough Love		\$0.00
1	Flat Fee Music Services	\$250.00	\$250.00

Payment Details

- ☐ PayPal
☒ Check
☐ Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$250.00
Shipping & Handling	
Taxes	State
TOTAL	\$250.00

Television Licensing and Music
Clearance

Thanks for supporting independent music!!!

www.tinderboxmusic.com

*in addition to much larger fees already paid



One Discovery Place
Silver Spring, MD 20910-3354

T: 240.662.0000

MASTER USE AND SYNCHRONIZATION LICENSE

Dated as of: 6/15/15

Licensee's Corporate Name: Discovery Communications, LLC

Contact: Tinderbox c/o Jon Delange

E-Mail: jon@tinderboxmusic.com

Contact Phone: 612 375 1113

Artist Contact: Jonathan Maher

Artist E-mail: johnbmaher@gmail.com

Artist Phone: (212) 399-9146

Jonathan Maher

For the sum of \$1.00 and other good and valuable consideration, the receipt and adequacy of which is acknowledged by the parties, this master use and synchronization license and the Standard Terms and Conditions attached hereto as Exhibit A (collectively, the "Agreement") set forth the terms by which **Jonathan Maher** ("Artist"), located at 3148 Bryant Ave S Minneapolis, Minnesota 55408 C/O Tinderbox Music, permits the above-referenced Licensee to use the master recording(s) and musical composition(s) (hereafter, the "Music") referenced on Exhibit B attached hereto in the audiovisual production set forth below, only as follows:

Licensee's Project: Self-Titled EP

Licensee's Productions: Licensee's Project including all Productions produced for Discovery Communications, LLC and other affiliated companies during the License Term.

Licensed Music / Music Cue Sheet Information: As set forth on Exhibit B.

License Term: Begins on the date hereof and continues in perpetuity.

Territory: Worldwide.

Media: All media now known or hereinafter invented.

Licensee acknowledges and agrees that Artist's Standard Terms and Conditions as set forth on Exhibit A hereto are incorporated herein and are a material condition to Artist entering into this Agreement.

JM

SYNCHRONIZATION / MASTER USE LICENSE AGREEMENT**Jonathan Maher "Self-Titled EP"****Contact: Tinderbox c/o Jon Delange -jon@tinderboxmusic.com****Artist: jonbmaher@gmail.com****Phone/Fax/Email: (P) 612.375.1113**

This agreement ("Agreement") is entered into as of the 5th day of June, 2015, between **Jonathan Bannon Maher** professionally known as "**Jonathan Maher**" (hereafter referred to as the "Licensor" and/or "Artist"), C/O Tinderbox Music, 3148 Bryant Avenue S, Minneapolis, MN 55408, and **NASCAR Productions, LLC** ("PRODUCTIONS"), 550 S. Caldwell Street, Suite 2000, Charlotte, NC 28202.

WHEREAS, Licensor owns, controls or administers the copyright in each of the musical compositions written by **Jonathan Bannon Maher** ("Writer") listed in the attached **Schedule A** (the "Compositions"), and also owns or controls the copyright in the master recordings embodying such Compositions performed by "**Jonathan Maher**" (the "Masters," and, together with the Compositions, the "Work"); and

WHEREAS, PRODUCTIONS wishes to record the Compositions and Masters, in whole or in part, in synchronization and/or timed relation with visual images as part of any project or programming (e.g., race broadcasts, highlight videos, web vignettes, sponsor promotions, etc.) produced by PRODUCTIONS and in-context use in advertising and promotion of such programming, including any and all versions and derivatives of such programming including, but not limited to, any program constituting a retrospective, "best of," or review (collectively, the "Programming");

NOW, THEREFORE, it is agreed as follows:

1. Definitions.

- (a) "*Agreement Term*" shall commence upon full execution of this Agreement and continue until December 31, 2017. In the event of such termination, PRODUCTIONS' rights to use the Works as set forth hereunder shall continue up to and including the Termination Date and any Programming created prior to the date of termination that include the Works shall have a perpetual license that shall survive any expiration or termination of this Agreement.
- (b) "*Use Term*" shall mean in perpetuity;
- (c) "*Territory*" shall mean the universe; and
- (d) "*Media*" shall mean all media now known or hereafter invented.

2. Grant of Rights / Restrictions / Publicity.

(a) For promotional consideration and One Dollar (\$1.00), the receipt of which is hereby acknowledged, Licensor hereby grants to PRODUCTIONS the non-exclusive, irrevocable right and license during the Use Term and in the Territory to: (i) use, perform, reproduce, synchronize and/or fix the Work and/or any audio and/or visual excerpts thereof, in timed-relation with visual or moving images within the Programming; and (ii) exploit, distribute, exhibit, transmit, reproduce and/or retransmit the Programming in and by means of the Media. Additionally, to the extent included by Licensor at Licensor's sole cost and expense, PRODUCTIONS will use reasonable efforts to leave in any audio fingerprints and/or watermarks of the Work included by Licensor for tracking and/or content protection purposes. For the avoidance of doubt, the rights granted herein by Licensor include the right to edit, digitally encode, duplicate, make (or authorize others to make) any and all server, mechanical and/or other copies associated with the production, transmission, exhibition and/or distribution of Programming embodying the Work via any and/or all media.

(b) Notwithstanding the foregoing, PRODUCTIONS shall not commercially release any Compositions or Masters as a standalone audio-only product (e.g., as an audio-only digital download) without Licensor's prior consent.

Standard Master Use & Synchronization License Agreement

Agreement entered into as of the 12th day of June, 2015, between **Jonathan Maher** (the "Licensor"), c/o Tinderbox Music 3148 Bryant Avenue South, Minneapolis, Minnesota 55408, and New Remote Productions Inc. ("Producer"), 2600 Colorado Avenue, Santa Monica, CA 90404;

WHEREAS, Licensor owns, controls or administers the copyright in the musical compositions listed on Schedule A annexed hereto (the "Compositions"), and whereas Licensor also owns or controls one hundred percent (100%) of the copyright in the master recording embodying the Composition (the "Master"). The Master, together with the Composition embodied therein, is hereinafter referred to as the "Work(s)"; and

WHEREAS, Producer wishes to reproduce and record the Work, in whole or in part, in synchronization and/or timed relation as part of Producer programming tentatively entitled "**Nitro Circus and Rob Dyrdek's Ridiculousness**" in whole or in part, and in any and all versions thereof and derivatives including but not limited to, in any program constituting a retrospective, "best of," or review programming, in whole or in part, (collectively, the "Programming");

NOW, THEREFORE it is agreed as follows:

1. In consideration of a fee (the "Fee") of One dollars (\$ 1.00, based on 100% ownership of the Work(s) per song use, Licensor hereby grants to Producer the non-exclusive, irrevocable right and license to record and to perform the Work in synchronization and/or timed relation in the Programming. This License shall cover Producer's unlimited usage in the Programming of the Work(s), or any portions or excerpts thereof. Notwithstanding anything to the contrary contained herein, the Fee shall be only be payable to Licensor if the Work is embodied in the Programming concerned, and such Fee shall be paid to Licensor (if at all) within ninety (90) days following the date of the initial exhibition in the United States of the Programming in which the Work(s) is embodied.
2. Producer shall have the right to use all or a portion of the Work(s) in the Programming, and to reproduce, distribute, transmit, retransmit and/or otherwise exploit the Programming via all media now known or hereafter devised.
3. Producer shall have the right to use the Work(s) (in whole or in part) in connection with the advertising, promotion and/or publicizing of the Programming and/or Producer's programming services, in and by any and all media, methods, manner and formats now known or hereafter devised, including, without limitation, television excerpts and trailers (collectively, "Promos").
4. The term ("Term") of this license is: In Perpetuity.
5. The territory ("Territory") covered by this license is: the Universe.
6. Licensor's administrative share of the Composition is: the Compositions are as set forth on Schedule A annexed hereto.
7. Licensor shall not have any right or interest in the Programming and/or Promos, and Producer shall have the right to advertise, promote and otherwise make use of the Programming and Promos as Producer determines in its sole discretion. Notwithstanding the foregoing, Licensor acknowledges that Producer is under no obligation to include the Work(s) within the Programming and/or Promos. The rights and remedies of Licensor and its successors, assigns, designees and licensees in the event of any breach of the provisions of this Agreement by Producer shall be limited to the right, if any, to recover damages in an action at law, and in no event shall any of the foregoing parties be entitled by reason of any such breach to terminate this Agreement or to seek to enjoin or restrain the exhibition, distribution, other exploitation, advertising, promotion, publicizing, or marketing of the Programming and/or Promos concerned.
8. Producer shall have the right to use and authorize others to use the name(s), likeness(es), biographical material and/or voice(s) (as contained in the Work(s) and/or as provided in any materials provided by an authorized third party (e.g., a so-called "stock footage house"), by Licensor, by Licensor's representatives or otherwise approved by any of the foregoing), of anyone who rendered services in connection with the Work(s) (including the name of the performing group, if applicable) for the purpose of advertising, promotion and/or publicizing the Programming and/or Producers' programming services, but not so as to constitute an endorsement of any other product or service.
9. Producer shall be entitled to assign all or a portion of the rights and licenses granted herein for the purposes of authorizing or permitting the exhibition, broadcast, transmission, reproduction or performance of the Programming and/or Promos, and/or portions or excerpts thereof, and Producer shall be entitled to assign this Agreement in its entirety to any person, firm or corporation acquiring ownership of or production rights to the Programming and/or Promos without further payment to Licensor. Notwithstanding the foregoing, Producer shall be entitled to assign all or a portion of the rights and licenses granted herein to an entity or person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified entity or person.

Standard Master Use & Synchronization License Agreement

Agreement entered into as of the 12th day of June, 2015, between **Jonathan Maher** (the "Licensor"), c/o Tinderbox Music 3148 Bryant Avenue South, Minneapolis, Minnesota 55408, and New Remote Productions Inc. ("Producer"), 2600 Colorado Avenue, Santa Monica, CA 90404;

WHEREAS, Licensor owns, controls or administers the copyright in the musical compositions listed on Schedule A annexed hereto (the "Compositions"), and whereas Licensor also owns or controls one hundred percent (100%) of the copyright in the master recording embodying the Composition (the "Master"). The Master, together with the Composition embodied therein, is hereinafter referred to as the "Work(s)"; and

WHEREAS, Producer wishes to reproduce and record the Work, in whole or in part, in synchronization and/or timed relation as part of Producer programming tentatively entitled "**Tough Love**" in whole or in part, and in any and all versions thereof and derivatives including but not limited to, in any program constituting a retrospective, "best of," or review programming, in whole or in part, (collectively, the "Programming");

NOW, THEREFORE it is agreed as follows:

1. In consideration of a fee (the "Fee") of One dollars (\$ 1.00, based on 100% ownership of the Work(s) per song use, Licensor hereby grants to Producer the non-exclusive, irrevocable right and license to record and to perform the Work in synchronization and/or timed relation in the Programming. This License shall cover Producer's unlimited usage in the Programming of the Work(s), or any portions or excerpts thereof. Notwithstanding anything to the contrary contained herein, the Fee shall be only be payable to Licensor if the Work is embodied in the Programming concerned, and such Fee shall be paid to Licensor (if at all) within ninety (90) days following the date of the initial exhibition in the United States of the Programming in which the Work(s) is embodied.
2. Producer shall have the right to use all or a portion of the Work(s) in the Programming, and to reproduce, distribute, transmit, retransmit and/or otherwise exploit the Programming via all media now known or hereafter devised.
3. Producer shall have the right to use the Work(s) (in whole or in part) in connection with the advertising, promotion and/or publicizing of the Programming and/or Producer's programming services, in and by any and all media, methods, manner and formats now known or hereafter devised, including, without limitation, television excerpts and trailers (collectively, "Promos").
4. The term ("Term") of this license is: In Perpetuity.
5. The territory ("Territory") covered by this license is: the Universe.
6. Licensor's administrative share of the Composition is: the Compositions are as set forth on Schedule A annexed hereto.
7. Licensor shall not have any right or interest in the Programming and/or Promos, and Producer shall have the right to advertise, promote and otherwise make use of the Programming and Promos as Producer determines in its sole discretion. Notwithstanding the foregoing, Licensor acknowledges that Producer is under no obligation to include the Work(s) within the Programming and/or Promos. The rights and remedies of Licensor and its successors, assigns, designees and licensees in the event of any breach of the provisions of this Agreement by Producer shall be limited to the right, if any, to recover damages in an action at law, and in no event shall any of the foregoing parties be entitled by reason of any such breach to terminate this Agreement or to seek to enjoin or restrain the exhibition, distribution, other exploitation, advertising, promotion, publicizing, or marketing of the Programming and/or Promos concerned.
8. Producer shall have the right to use and authorize others to use the name(s), likeness(es), biographical material and/or voice(s) (as contained in the Work(s) and/or as provided in any materials provided by an authorized third party (e.g., a so-called "stock footage house"), by Licensor, by Licensor's representatives or otherwise approved by any of the foregoing), of anyone who rendered services in connection with the Work(s) (including the name of the performing group, if applicable) for the purpose of advertising, promotion and/or publicizing the Programming and/or Producers' programming services, but not so as to constitute an endorsement of any other product or service.
9. Producer shall be entitled to assign all or a portion of the rights and licenses granted herein for the purposes of authorizing or permitting the exhibition, broadcast, transmission, reproduction or performance of the Programming and/or Promos, and/or portions or excerpts thereof, and Producer shall be entitled to assign this Agreement in its entirety to any person, firm or corporation acquiring ownership of or production rights to the Programming and/or Promos without further payment to Licensor. Notwithstanding the foregoing, Producer shall be entitled to assign all or a portion of the rights and licenses granted herein to an entity or person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified entity or person.