



MUSIC LICENSE AGREEMENT

Date: 8-9-18

For and in consideration of Licensee's payment of \$100 to Publisher, Publisher hereby grants to the Licensee the right, license, privilege and authority to use the specified Recordings as follows:

1. The musical Recordings covered by this license are "Presto marcato" and "Allegro dangerouso", composed by Kevin Keller.
2. Licensee's use of said Recordings shall be limited to accompaniment, both in rehearsal and in public performance, of a dance work bearing its own distinct title which is not similar to the title of the musical Recording.
3. Licensee agrees to give credit to the composer in any and all printed programs and/or web pages with respect to said dance work as follows:

Music by Kevin Keller

4. The territory covered by this license is the world.
5. Publisher warrants that they have the right to grant this license, that they own and control one hundred percent (100%) of the right, title, and interest in and to the Recording, and that the use of said Recording hereunder will not violate the rights of any third party.
6. Subject only to the rights herein above granted to Licensee, all rights of every kind and nature in said Recording are reserved to Publisher, together with all rights of use thereof, except as further specified in Paragraph 7.
7. Licensee shall have the non-exclusive right and license to use said Recordings for accompaniment of the dance work for one (1) public performances, to take place within one (1) year from the date of this license.
8. No other use or public performance of said Recording is implied nor granted without the express written permission of the Publishers.
9. Licensee may videotape the dance performance with the accompanying musical Recording for archival purposes only, and may not publicly perform nor make available to the public any video recording of the performance, in whole or in part, without the express written permission of the Publisher. This applies to both physical media (including but not limited to DVDs) and virtual media (including but not limited to web sites like YouTube, Facebook, Vimeo, and Hulu).
10. This license is governed by and shall be construed in accordance with the laws of the State of New York, and the jurisdiction of any dispute arising out of this license shall be the Civil Court of the City of New York, located in New York County.
11. This represents the entire agreement between Licensee and Publisher with regard to Recording of said musical composition.