



UniqueTracks Production Music Library Inc.

Air on a G String

Composed by Johann Sebastian Bach

Publisher: Public Domain

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domain. We represent and warrant that we have the right and authority to grant the rights given herein and that the exercise of your licensing rights granted herein will not violate the rights of any third party. We agree to defend, indemnify and hold you harmless from and against any claims, damages, liabilities, costs and expenses, including reasonable attorney's fees, arising out of the permitted use of the music that you have purchased.

TERM

This License extends for as long as the music is used by you; provided, however, UniqueTracks may immediately terminate this License if you violate any of the terms and conditions contained herein.

LICENSED TERRITORY

Worldwide.

USAGES NOT SPECIFICALLY SET FORTH IN THIS LICENSE ARE NOT ALLOWED AND MUST BE SECURED BY CONTACTING UNIQUETRACKS AND PAYING AN ADDITIONAL LICENSE FEE. CALL 888-400-2149 TO SPEAK WITH A UNIQUETRACKS LICENSING REPRESENTATIVE OR SEND EMAIL TO [LICENSING@UNIQUETRACKS.COM](mailto:licensing@uniquetracks.com).

USAGES ALLOWED UNDER THIS LICENSE

LIMITED FILM SYNCHRONIZATION

1. The film production is a student film OR
2. The film production has been licensed by SAG pursuant to your signing a Student Film, Short Film, or Ultra-Low Budget Agreement as offered by SAGindie OR
3. The production budget for the film is less than 200,000 USD AND the film is shown ONLY in:
 - a. Film Festivals (anywhere in the World),
 - b. Art Film Houses as that phrase is understood by the film industry AND
 - c. The film has not been given a general release as that phrase is commonly understood in the film industry.
4. You may use the music on a DVD, VHS, download, or on any other format for distribution of the film, as long as no more than 10,000 copies in total are manufactured. To extend your release beyond this 10,000 unit threshold, you must arrange for a separate extended license.

5. You may use the music on a trailer for the film of not more than five (5) minutes.
6. In all instances of use of the music for synchronization, you must provide a credit as follows: Song Title, Composer, Publisher and "Recording Licensed from the UniqueTracks Production Music Library Inc.". This credit shall appear as all other music credits appear in the film.

TELEVISION PROGRAMS

1. You may use the music in a television program as a portion of the soundtrack. As used in this agreement, a television program is defined as any production made by a television production company for broadcast on a television station OR any independent film that meets our license requirements (see above) that is broadcast on television.
2. You may broadcast the program containing the synchronized musical performance through all standard broadcast media, including cable, pay television, and network broadcast throughout the World.
3. In all instances of use of the music for television programs, you must provide a credit as follows: Song Title, Composer, Publisher and "Recording Licensed from the UniqueTracks Production Music Library Inc.". This credit shall appear as all other music credits appear in the program.

CUE SHEETS: For television programming you must provide ASCAP, BMI, SESAC or your local performance rights organization, and UniqueTracks, with a CUE SHEET within thirty days of each performance. The CUE SHEET will ensure that the appropriate performance royalty organization secures payment from the broadcasting company for the benefit of the owner of the copyrights of the music you have purchased.

While this will not incur any additional expense on your part, if you fail to provide a CUE SHEET to both the appropriate performance rights organization AND us, you will be liable for the fee that the performance rights organization would have paid the owner of the copyright to the music you have purchased, and you agree to pay us that fee upon our demand of same. A description of a CUE SHEET can be found at <http://www.uniquetracks.com/RoyaltyFreeLicense.html#Cue>

Here is the information you will need to properly fill out a cue sheet for this UniqueTracks recording.

Song Name: Air on a G String

Composer: Johann Sebastian Bach

Composer's Performance Rights Organization: PD (Public Domain)

Publisher: Public Domain

Publisher's Performance Rights Organization: PD (Public Domain)

RADIO COMMERCIALS AND RADIO PROMOTIONAL BROADCASTS

1. You may use the music as a bed for commercials, trailers, and promos as synchronized usage for your radio broadcast.
2. You are limited in your usage regarding Radio commercials as follows: You may use the music in a radio commercial with broadcast rights up to 300 miles from your location. For extended markets or national coverage, you must arrange for a separate license.

TELEVISION COMMERCIALS AND TV PROMOTIONAL BROADCASTS

1. You may use the music as a bed for commercials, trailers, and promos as a synchronized usage for your television broadcast.
2. You are limited in your usage regarding Television commercials as follows: You may use the music in a television commercial with broadcast rights up to 300 miles from your location. For extended markets or national coverage, you must arrange for a separate license.

INTERNET

1. The music must be synchronized with other audio and/or visual elements such as a background soundtrack in a Flash, Podcast, Shockwave, Quicktime or similar presentation, and may be broadcast on your website or on Internet broadcasting websites such as YouTube, MySpace, and Google Video via the World Wide Web
2. The music must be embedded in the Internet presentation file and locked, and synchronized with the audio or video elements. You may not present the music in any manner that permits downloading or streaming of the music, or in which the music is in a “stand alone” element and the sole content on the website.
3. This use constitutes a Direct License. (A Direct License means the license fee you paid for this track included all performing rights fees due the Licensor and no royalties are due to be paid to the performance rights organizations).
4. In all instances of use of the music that is broadcast on the Internet, you must provide a credit as follows: Song Title, Composer, Publisher and “Recording Licensed from the UniqueTracks Production Music Library Inc.”. This credit shall appear as all other music credits appear in the production.

CORPORATE USAGE AND TRADE SHOWS

1. You may synchronize the music for such non-general public corporate uses such as corporate videos for employees, business meetings, and for corporate promotions for clients and customers in such presentation formats like PowerPoint.
2. You may provide employees, clients, and customers with CDs or DVDs of the corporate presentation as long as the number of units does not exceed 10,000 pieces. You may use the music at a tradeshow as part of your participation at the tradeshow and the music may be synchronized in any presentation in CD or DVD formats that are given away at a tradeshow as long as the maximum number of units does not exceed 10,000.
3. Corporate and tradeshow usage is to be considered a "Direct License" under this License.
4. If feasible for any corporate or tradeshow use, you must provide a credit as follows: Song Title, Composer, Publisher and "Recording Licensed from the UniqueTracks Production Music Library Inc.". This credit shall appear as all other music credits appear in the production.

MUSIC ON HOLD

1. You are permitted to use the music as a portion of your music-on-hold feature as long as it is used by your business located at the physical address as is indicated on your purchase of this License. This License may not be used by any business that offers message-on-hold services or products.
2. Music on Hold usage is to be considered a "Direct License" under this License. (A Direct License means the license fee you paid for this track included all performing rights fees due the Licensor and no royalties are due to be paid to the performance rights organizations).

CELL PHONES AND VOIP

You may use the music on your cell phone and on any VOIP that you use. This License may not be used by any business that provides cell phone, ringtone, or VOIP services or products.

IN-STORE BROADCASTING

1. You are permitted to use the music as a portion of your in-store broadcast programming as long as it is used by your business located at the physical address as is indicated on your purchase of this License. You are licensed to use the music at a single location. For use in multiple

locations you must arrange for a separate license. This License may not be used by any business that offers in-store broadcast programming services or products to others.

2. In-Store Broadcast usage is to be considered a "Direct License" under this License. (A Direct License means the license fee you paid for this track included all performing rights fees due the Licensor and no royalties are due to be paid to the performance rights organizations).

GIVE AWAYS OR UNITS SOLD

1. You may synchronize the music you have purchased in connection with any of the uses permitted under this License as a portion of any DVD, CD, VHS or any other type of reproduction as long as no more than 10,000 copies in total are sold or given away.
2. In all instances of use of the music for use under this section, you must provide a credit as follows: Song Title, Composer, Publisher and "Recording Licensed from the UniqueTracks Production Music Library Inc.". This credit shall appear as all other music credits appear in the production.

ASSIGNMENT OR TRANSFER

You may assign or transfer your rights and obligations under this License, provided however, that UniqueTracks is notified in writing of such assignment or transfer and the third party assignee or transferee agrees in writing to be bound by the terms and provisions of this License. If these conditions are not met, your obligations and responsibilities under this License continue in force and effect.

TERMINATION

UniqueTracks may terminate this License upon written notice to Licensee if Licensee breaches any of the terms of the License. Upon such termination, Licensee must return, destroy, or remove from its computer, all music acquired pursuant to this License.

LICENSEE INDEMNIFICATION

Licensee agrees to defend, indemnify and hold UniqueTracks harmless from and against any claims, damages, liabilities, costs and expenses, including reasonable attorney's fees, arising out of Licensee's misuse, deliberate or otherwise, or violation, of the music rights purchased pursuant to this Agreement.

JURISDICTION/ARBITRATION

1. This Agreement will be governed by and construed in accordance with the laws of the State of New York, excluding that body of laws known as

choice of law or conflict of laws.

2. All disputes, controversies or claims arising out of or relating to this Agreement will be resolved through mandatory binding arbitration conducted in New York, New York before J.A.M.S./ENDISPUTE or its successor ("JAMS") pursuant to the United States Arbitration Act, 9 U.S.C. Section 1, et seq. (the "Act"); and (iii) this Agreement. The arbitration will be conducted in accordance with the provisions of J.A.M.S.'s Streamlined Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration (the "JAMS Rules"), subject to the provisions of this Section.
3. The terms set forth in this Agreement will control in the event of any inconsistency between such terms and the JAMS Rules. The parties will cooperate with JAMS and with each other in promptly selecting a single arbitrator from JAMS's panel of neutrals. If the parties fail to so select an arbitrator within thirty (30) days following the date of either party's notice of demand to conduct arbitration, then JAMS will appoint an arbitrator in accordance with the JAMS Rules.
4. The award of the arbitrator will be in writing and will set forth findings of fact and conclusions of law. Judgment on the arbitrator's award will be final and binding upon the parties and may be entered in any court having jurisdiction thereof. If for any reason JAMS or its successor no longer is in business, then the arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association.
5. The arbitrator's fees will be shared equally by the parties and each party will initially bear its own costs and attorneys' fees, but the prevailing party shall be reimbursed by the other party for all attorneys fees, witness fees, and arbitration costs.
6. All papers, documents, or evidence, whether written or oral, filed with or presented in connection with the arbitration proceeding will be deemed by the parties and by the arbitrator to be confidential information of both parties. The arbitrator chosen in accordance with these provisions will not have the power to alter, amend or otherwise affect the terms of these arbitration provisions or the provisions of this Agreement. Notwithstanding the foregoing, nothing in this Section shall prevent either party from applying for and obtaining from a court a temporary restraining order and/or other injunctive relief.

WAIVER AND AMENDMENTS

No waiver, amendment, or modification of any provision of this Agreement shall be effective unless agreed to by both parties in writing. No failure or delay by either party in exercising any rights, power, or remedy under this Agreement shall

operate as a waiver of any such right, power, or remedy.

SEVERABILITY

Should any term of this Agreement be finally determined by a court of competent jurisdiction to be invalid, unenforceable or otherwise contrary to law and equity, the parties agree that such provision shall be construed, limited, modified or, if necessary, severed, to the extent necessary to eliminate its invalidity or unenforceability, and that the other provisions of this Agreement shall remain unaffected.

ENTIRE AGREEMENT

This Agreement contains the full understanding between the parties and supercedes all prior representations or agreements, whether oral or written, with respect to such matters. This Agreement may only be changed by a written document signed by both parties.

RELATIONSHIP OF PARTIES

You and UniqueTracks are independent businesses, and nothing in this Agreement or the conduct of the parties pursuant hereto shall establish a relationship of principal/agent, franchiser/franchisee, employer/employee, master/servant, or otherwise.

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