Materials Release

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, Darren Curtis ("Composer"), hereby grant to _____ and its parents, subsidiaries, licensees, successors, and assigns (collectively, "Producer") the right to use in and in connection with the project entitled _____ ("Project") the music piece ___ Navigating The Hive ___ ("Resource").

Producer shall have the non-exclusive, perpetual right to use the Resource, in whole or in part, an unlimited number of times, in all languages, in any and all media (whether now known or hereafter devised) anywhere in the world, and in connection with the advertising, sale, promotion, marketing, merchandising, distribution, and any and all other types of exploitation of the Project, Producer and any of its products, other programs, and services, or otherwise. Producer shall have the right to refer to the Resource by its correct and/or commonly recognized name.

Producer may not resell this Resource as a standalone product, part of a sample/sound library, royalty free compilation or any other product where the primary value lies in the Resource itself. Producer may not falsely represent that he or she is the original creator of the Resource.

I represent and warrant that I have the right to enter into this Materials Release, that the permission of no other person is needed in order for me to grant the rights in this Materials Release to Producer and that neither I nor anyone acting for me gave, or agreed to give, anything of value to any officer, director, employee or agent of Producer to secure the inclusion of the Resource in the Project. I further represent that Producer's use of the Resource as permitted herein will not violate or infringe upon the rights of any third party.

I recognize that Producer is relying on my representations and warranties and the rights I am granting in this Materials Release and that a breach thereof would cause Producer irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law; therefore, I hereby expressly agree that Producer shall be entitled to injunctive and other equitable relief to prevent and/or cure any breach or threatened breach of this Materials Release by me.

I agree that compensation for the Resource will be in the form of a credit somewhere in or on the Project by the following name "Darren Curtis" and that no monetary sum shall be due to me for execution of this Materials Release and Producer shall not be obligated to pay me or any third party any sum whatsoever, regardless of the time or method of any future use of the Resource.

AGREED AND ACCEPTED:

Composer Name: Darren Curtis   Producer Signature: _____

Signature: ___ Darren Curtis ___   Date: _____