

Standard Music License Agreement

This Agreement ("Agreement") is between The Munky, LLC ("Producer"), and The Chugs, LLC ("Musician") (collectively, the "Parties"), and includes the following terms and conditions:

1. **License:** Musician agrees to grant Producer a non-exclusive, royalty free, worldwide, transferable, unlimited, perpetual license to reproduce, copy, create derivative works and synchronize the Musical Works (as described below) to Producer's project, currently titled and commonly referred to as *Drunkn Bar Fight* ("Project"), for distribution in all mediums including but not limited to videogames, web, broadcast tv, pay per view, pay on demand, film, and live events ("License"). The Musical Works includes, on a per title basis, one sound recording ("Master") and one underlying musical composition embodied in the Master in and to the following titles:

- * *Sky Blue Waters* ([Google Drive](#), [Spotify](#))
- * *Public Transit* ([Google Drive](#), [Spotify](#))
- * *Morning Beer* ([Google Drive](#), [Spotify](#))
- * *Breakfast of Hammpions* ([Google Drive](#), [Spotify](#))
- * *(I Think We're) Going to Prison* ([Google Drive](#), [Spotify](#))
- * *Chug Wlth You Forever* ([Google Drive](#), [Spotify](#))

2. **Consideration:** As full and complete consideration for the License, Producer agrees (i) to pay Musician One Hundred US Dollars ("Payment") within ten (10) business days of signature of this Agreement, and (ii) to incorporate Musician's name in the credits for the Project in each medium that includes the Musical Work(s).

3. **Warranties:** Musician has the legal capacity and authority to enter into this Agreement, is the sole and exclusive owner of the Musical Works, has the right to grant all of the license rights contemplated to be provided under this Agreement, and has not granted any rights or licenses to any Musical Work or any other intellectual property or technology that would conflict with this Agreement. The Musical Works have not been obtained in any unlawful manner, whether civil or criminal, and is not subject to any applicable accreditation terms or access condition that might be breached by the Project being produced, used, sold or otherwise by Producer, its customers and/or distributors as contemplated under this Agreement.

4. **Indemnification:** Musician agrees to indemnify, defend and hold Producer and its affiliates, and their respective directors, officers, employees, shareholders, agents and licensees of the Musical Works and the Project ("Producer Party") harmless from and against any and all claims, liability, losses, costs and expenses (including reasonable legal fees on a solicitor and client basis) incurred by any Producer Party as a result of or in connection with: (i) any breach by Musician of this Agreement; or (ii) any claim threatened or asserted against any Producer Party to the extent such claim is based upon a contention that any of the Musical Works used within the Project and the scope of this Agreement infringes any copyrights, trade secrets, trademarks, right of privacy or publicity, or other intellectual property rights of any third party. Producer

reserves the right, at Musician's expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Musician, and in such case, Musician agrees to cooperate with Producer's defense of such claim.

5. Miscellaneous: This License Agreement sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, if any, whether oral or written pertaining thereto. This License Agreement may not be changed or modified, or any covenant, representation, warranty or provision hereof waived, except by an agreement in writing, signed by the party against whom enforcement of the change, modification or waiver is sought, and not otherwise. This Agreement shall inure to the benefit of and be binding on the Parties, their successors and assigns. The validity, interpretation and legal effect of this agreement shall be governed by the laws of the state of California applicable to contracts entered into and performed entirely within the state of California. The Parties agree that the state and federal courts located in Los Angeles County, California shall have the exclusive jurisdiction over claims or disputes arising under or otherwise in connection with this agreement, and the Parties hereby submit the jurisdiction of such courts.

Producer, The Munky, LLC

Signature: _____

Name: Keith Kirby

Title: CEO

Date: _____

Musician, The Chugs, LLC

Signature: _____

Name: Scott Wambach

Title: _____

Date: _____