

SINCRONIZATION LICENSE AGREEMENT 2013-07-02

THIS AGREEMENT is made and entered on July 2, 2013, by and between Alexsey Zakharenko, Kiev 04060 Ukraine (hereinafter referred to as "Licensor") and Pichayada Katemake, Chulalongkorn University, Payatai Road, Pathum Wan, Bangkok, Thailand, Department of Imaging and Printing Technology, Faculty of Science (hereinafter referred to as "Licensee"). Licensor is the owner of a certain master recording (hereinafter referred to as the "Master Recording"), embodying the performance by Origen ("Artist") of the musical composition entitled "Dance of the clouds" (hereinafter referred to as the "Composition").

It is the desire of Licensee to utilize the Master Recording in Traditional Thai Colour Naming Project as Background music for short scientific documentary about the first complete study on traditional Thai colours and the first Traditional Thai Colour Name Dictionary

In consideration of the mutual covenants set forth herein, the parties do hereby agree as follows:

1. Licensor does hereby grant to Licensee, the following non-exclusive rights, throughout the world and during the Term (defined below):

- the right to synchronize the Master Recording with visual images as part of Licensee Production (use Master Recording as background music for short scientific documentary about the first complete study on traditional Thai colours and the first Traditional Thai Colour Name Dictionary);
- the right to duplicate and release the Master Recording as part of Licensee film in video tape, CD, CD-ROM, DVD. Maximum number of copies that Licensee may make under this License is 1000 (one thousand) copies;
- the right to publicly display (perform) Master Recording as part of Licensee Production
- the right to use the Master Recording for Non-Commercial websites (personal, non-profit, educational, informational site, webcast or web video)
- the right to publicly display Master Recording as part of Licensee Production on Web Sites, podcasts, online advertising, etc.

2. The term covered by this license shall commence on July 2, 2013 and will run for perpetuity

3. In full consideration of the rights granted herein by Licensor to Licensee, Licensee agrees to pay Licensor the sum of \$ 49.95 (forty-nine dollars and 95 cents). Licensee expressly agrees that the terms of the License granted under this Agreement shall be valid only after Licensee has made payment in full for the License Fee to Licensor and such payment has been cleared. Any use by Licensee of the License granted under Section 1 without completing full payment of the License Fee shall constitute a material breach of this Agreement.

4. Licensor warrants that Licensor has the right to enter into this Agreement and to grant to Licensee each and every right granted to Licensee herein and that the use of the Master Recording hereunder will not violate the rights of any third party

5. The right to utilize the Master Recording in any device intended for the reproduction of sound alone, including, but not limited to, phonograph records or pre-recorded tapes or discs is expressly excluded by Licensor from the license granted to Licensee hereunder, and such rights are expressly reserved by Licensor.

6. RIGHTS NOT INCLUDED IN THIS AGREEMENT

The rights granted to the Licensee do not permit the Licensee to:

- (1) claim ownership or authorship of the music represented under this Agreement;
- (2) transfer, share or sub-lease this License Agreement with any other party;
- (3) copy or duplicate the Master Recording except for use in the Licensee's production;
- (4) permit any other individual or third party the right to use Master Recording in place of the Licensee;
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7. The Licensor maintains all intellectual property rights with regard to Master Recording and any infringement thereof is punishable by law.

8. Any other rights in and to the Master Recording not expressly granted to Licensee in this Agreement are reserved by Licensor.

9. This instrument constitutes the entire agreement between Licensor and Licensee and cannot be altered, modified, amended or waived, in whole or in part, in any way, except by written instrument signed by the parties hereto. This Agreement shall be governed by and interpreted in accordance with the laws of the Ukraine.

LICENSOR



/ Alexsey Zakharenko/

LICENSEE



/ Pichayada Katemake /