

EXTREME MUSIC TERMS AND CONDITIONS
"MI6 MAKING THE CUT"

This Agreement sets out the current Terms and Conditions on which the Extreme Production Music USA ("Extreme") allows contestants ("Contestant") in the MI6 Making the Cut Competition 2011 (the "Contest") to audition, evaluate and use certain recordings (as defined below). The terms on which Extreme grants licenses to use or reproduce its Content within the Contest are set out below. Please read this agreement carefully. By downloading, installing and/or using the Content, you are indicating that you agree to be bound by and comply with the terms and conditions set forth herein. If you do not agree to these terms and condition, do not download, install and/or use the Content.

1. **License.** Contestant has already received or will receive access to recordings containing tracks from Extreme's music library. Extreme hereby grants Contestant a non-exclusive, non-transferable license to audition, evaluate and use the contents of the recordings set forth on Exhibit "A" attached hereto ("Content"). Contestant shall have the non-exclusive right and license to record, synchronize, and reproduce the Content solely within that certain production created by Contestant for submission to the Contest. For purposes of clarification, this license only grants the right to use full versions of each song in the albums set forth on Exhibit "A" and specifically excludes thirty second (:30) versions, alt. mixes and underscores. This License does not grant access to, and does not grant a license to use any song owned by Extreme in any album not set forth on Exhibit "A." Any rights not specifically granted herein are reserved by Extreme.
2. **Unauthorized Uses of the Content.** Subject to the license granted herein, Contestant agrees not to:
 - 2.1.1 copy, disassemble, alter, amend, adapt, or in any way duplicate the Content other than as specifically authorized in this license;
 - 2.1.2 play or perform any part or all of the Recording in public;
 - 2.1.3 give possession of the Recording and/or Content to any third party;
 - 2.1.4 remove or alter any logo, symbols, labels, copyright or other notice on the Recording;
 - 2.1.5 perform any act inconsistent with Extreme's ownership of the Recording;
 - 2.1.6 sell or in any way make commercial gain from the Recording and/or Content;
 - 2.1.7 translate or re-dub any or all lyrics contained in the Content; or
 - 2.1.8 use Content for any purpose not specifically within the scope of this License.
3. **Intellectual Property.** Contestant acknowledges Extreme's ownership of the Recording, and that all copyright and intellectual property in the Recording, and in all Content, will remain in the exclusive ownership of Extreme. Extreme warrants that it owns and/or controls all rights in the Content and that it is entitled to grant this License.
4. **General**
 - 4.1 Contestant acknowledges that it has read and understood these Terms and Conditions.
 - 4.2 Any use of the Recording and/or Content not specifically referred to in these Evaluation Terms and Conditions must be approved by an express written license from Extreme.
 - 4.3 Extreme reserves the right to request cue sheets and/or any other documentation regarding usage of the Content from Contestant.

Exhibit "A"

Contestant may use any full version of any track contained in the following Extreme Music albums:

DCD068 – Ambience 2
DCD067 – Warfare
DCD065 – Horror 2
DCD062 – Disaster
DCD059 – Epic Themes
DCD018 – Drumscores
XCD184 - Rocktronica 2
XCD181 - Atomic Beats 2
XCD180 - Industrial Metal 2
XCD158 - Industrial Metal