

Welcome to the Music Dealers License Agreement! One of our goals at Music Dealers is to simplify the music licensing process and make it easier for everyone involved to make money and distribute high quality music. Rather than having to wait for lawyers to hash out terms over clearance issues we've developed a streamlined agreement between you, as the owner of the music, and us as the company whose entire goal is help you make money by getting your music licensed. Please note that this is a non-exclusive license agreement and not an assignment of underlying rights to your music.

Please read this agreement carefully, you are encouraged to review it with an attorney. If you have questions ask us at info@musicdealers.com before agreeing to the terms.

THIS MUSIC DEALERS LICENSING AGREEMENT (this "Agreement") is effective as of _____ between Music Dealers LLC, an Illinois limited liability company (referred to as "Music Dealers", "We" "Our" or "Us"), headquartered at 328 S. Jefferson Street, Suite 260, Chicago, IL 60661 and _____ **[SELECT AUTHOR, LABEL, OR PUBLISHER]** located at _____ (individually or collectively referred to as "You" or "Your").

You are the sole owner and/or have exclusive control of the Original Master Recordings and the underlying Original Compositions You are requesting to upload to the Music Dealers' catalog.

You, or Your authorized representative, want to submit the Original Master Recordings and the underlying Original Compositions to Us on a non-exclusive basis and We want to try to license them to third parties for money.

You will retain 100% ownership of each and every Original Master Recording and underlying Original Composition you Deliver to Us. As set forth in this Agreement, the Gross Receipts from any License obtained by Us will be shared by You and Us.

In consideration of the promises and the mutual covenants and agreements in this Agreement, and for other good and valuable consideration, which you acknowledge receiving, we both agree as follows:

ARTICLE I. DEFINITIONS

Throughout the agreement you will see capitalized terms. The capitalized terms are either defined in the parentheses that follow the words or are defined in this Article I. Please refer back to this Article for reference.

"Deliver" or "Delivery" shall mean delivery to Us of Original Master Recording(s) in either acceptable digital format, as set forth by Us, or a "commercial grade" mastered compact disc ("CD"). When you deliver the Original Master Recording(s) You must provide Us with (i) the artist name, title, timing, publisher(s) and writer(s), each writer's and publisher's percentage interest and the appropriate performing rights organization ("PRO") information; (ii) the producer(s), and any other third parties involved in the creation, thereof; and (iii) any other credit and information that is to appear on the labels, liners and packaging of compact discs or other digital devices which contain the Original Master Recordings. On occasion, we may ask You to deliver an instrumental version, acapella (vocals only) and/or a clean version of an Original

Master Recording.

“Gross Receipts” shall mean the total amount of fees actually collected by Us for the use of a Licensed Work less any collection fees actually charged by any third party collection agent, subpublisher or organization, reasonable legal fees and court costs incurred by us in collecting a license fee and mechanical royalties.

“License(s)” shall mean all mechanical licenses, master licenses, synchronization licenses, print licenses, licenses to foreign publishers, negotiated “works-for-hire” and other licenses and catalog agreements to which We or any of Our affiliates enter into which grant to any third party the right to exploit and to administer any of the Licensed Works, and all right to receive income derived from such exploitation or administration, except for any writers’ or publishers’ public performance royalties. Unless You opt-out of certain types of Licenses (in Article III), a License may include, but is not limited to, the placement of a song in any media now known or later discovered, including, but not limited to, film, television, advertisements, commercials, ringtones, compilations, streaming media and videogames.

“Licensed Use” shall mean the particular use or form of exploitation, irrespective of length, of a Licensed Work by a third party pursuant to a License granted by Us.

“Original Composition” shall mean a single musical composition, irrespective of length, including all spoken words and bridging passages, including a melody which are written or composed, in whole or in part, by You or at Your direction and are Delivered by You to Us pursuant to this Agreement, and which are accepted by Us to be uploaded to Our catalog. You hereby represent and warrant that You have the all rights necessary from any and all other contributors to any Original Compositions Delivered hereunder.

“Original Master Recordings” shall mean those master recordings embodying sound which may be used in the recording, production or manufacture of compact discs or other digital devices in any form now known or hereafter discovered, including but not limited to all edited versions of the Original Compositions which are Delivered by You to Us during the Term. Original Master Recordings are fully-mixed, sequenced unequalized and/or equalized and must be technically satisfactory for their intended purpose.

“Phonograph Record” shall mean a physical, non-interactive audio reproduction of the Original Master Recording (whether or not accompanied by or embodying audio-visual material) manufactured as a vinyl disc, cassette, compact disc, digital download, or any medium now known or hereinafter discovered, which is intended primarily for audio-only use.

“Sound Track Commercial CD” shall mean the use of a Licensed Work, whether or not together with other works, on a compact disc or other recorded medium now known or hereinafter devised, including but not limited to digital downloads, streaming, or any which is commercially released in association with a dramatization, motion picture, video or computer game, or television production.

“Term” shall mean the period beginning at the execution of this Agreement and ending pursuant

to Section 5.1 below.

“Territory” shall mean the Universe.

ARTICLE II – COMPENSATION AND LICENSE PROCESS

The following explains the process of how we work and how you will be paid if we secure a license for you.

2.1 Licensed Works and Payments To You. By granting Us the rights contained in this Article II, We will be able to pursue licensing opportunities for You. There is no guarantee that We will be able to License what you Deliver hereunder, but we cannot attempt to do so without the rights You agree to grant Us. If, and only if, We are able to License the Original Master Recordings and underlying Original Compositions you have Delivered, the same shall become a “Licensed Work” and We will take the following steps:

(a) We will register the Licensed Work with the appropriate PRO listing the writer and publisher information You have provided to Us with Your Delivery and modify the title of the Licensed Work by including “MDV” or similar identifier in the title. The purpose of the inclusion of such identifier is to limit Our monetary participation strictly to the specific License We have secured for You hereunder. The inclusion of such identifier will in no way effect Your right to collect any other income due to You from uses not secured by Us. If You or the writer or publisher of a Licensed Work is not affiliated with a PRO, We will register the Licensed Work with the writer identified as “no affiliation”. If You or a writer later affiliates with a PRO it is Your responsibility to inform Us. You and any writer and/or publisher will retain the right to earn all income attributed to the writer’s share of each Licensed Work and your portion of the publishing income as set forth herein.

(b) As part of the registration with the appropriate PRO, We will be listed as a 50% owner or participant in the publisher’s share of income for each Licensed Work which will entitle Us to collect 50% of the publisher’s share of income earned from the publishing of a Licensed Work.

(c) If we elect to register the Licensed Work with SoundExchange or any other organization authorized to collect digital performing rights income, we will submit fifty percent (50%) of the income collected therefrom as part of Your Gross Receipts.

(d) We shall pay to You the following for use of a Licensed Work(s):

(i) Fifty percent (50%) of the Gross Receipts, derived and actually collected by Us.

(ii) Notwithstanding Section 2.1 above, if We actually collect and receive a single fee for the synchronization of a Licensed Work, the public performance of such Licensed Work and/or any related mechanical royalties (“Single-Fee”), then We will submit fifty percent (50%) of the income collected therefrom as part of Your Gross Receipts. In the event of a Single-Fee License You hereby unconditionally waive Your right to receive future performance royalties and/or mechanical royalties.

(iii) In the event that a Licensed Work is released on a Sound Track Commercial CD, We shall pay to You fifty percent (50%) of the master and music publishing license fee, if any, and fifty percent (50%) of the mechanical royalties actually received by Us. We or Our designated agent may establish a reserve for returns not to exceed twenty-five percent (25%) of the total number of units reported sold in the subject calendar quarter. Any reserve We maintain will be released to You after four (4) accounting periods.

2.2 Understanding Relating to Payments. It is understood and agreed that the amounts payable to You pursuant to Section 2.1 is in consideration of all costs incurred by You in connection with the Original Master Recordings and underlying Original Compositions and a Licensed Work (if any), and in satisfaction of any and all compensation, fees and royalties payable to third parties who contributed to the creation or own any portion of an Original Master Recording and the underlying Original Composition or a Licensed Work, including, but not limited to, producers, composers, lyricists, musicians, leaders, music labels, publishers, contractors, synthesizer programmers, vocalists, arrangers, orchestrators, copyists and librarians. No additional new use or re-use fees will be paid by Us and Our sub-licensees for the Licensed Use of the Licensed Works other than provided for in this Agreement, including, but not limited to any Musicians' Union, AFTRA, SAG and/or AFM fees. Further, You hereby represent and warrant that You have the necessary authority to collect any and all amounts due hereunder. In addition to the Indemnification set forth in Article VI, You hereby agree to indemnify and hold Us, Our licensees, assignees and affiliated companies, and the officers, directors, employees, and agents of all the foregoing, harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees, expenses and court costs) arising out of any third party claim for payments due hereunder.

2.3 Accounting Periods. We will calculate any and all amounts owed to You on a quarterly basis beginning on January 1st of each year and continuing on each April 1st, July 1st and October 1st. We will have the right to change the dates of these accounting periods by giving You thirty (30) days written notice to You, but no accounting period shall exceed three (3) months in duration. Within forty-five (45) days following the close of the corresponding accounting period, We shall deliver to You a statement of account as well as any income earned by You. We are not required to send You a payment or an account statement for any period in which the income payable to You is in aggregate Fifty Dollars (\$50.00) or less.

2.4 Books and Records. At Your expense, You may examine Our books and records, as they relate to your Delivery. You may make those examinations only for the purpose of verifying the accuracy of the items contained in the statements sent to You pursuant to the provisions of this Agreement. You may make an examination for a particular statement only once, and only within two (2) years after the date of Your receipt of such statement. You may make those examinations only during Our usual business hours, and only at the place where We keep the books and records to be examined. You will be required to notify Us in writing at least thirty (30) days before the date when You plan to begin a review.

ARTICLE III – RIGHTS GRANTED

We cannot provide you with any of the compensation described in Article II without your agreement to grant us the rights in this Article III. You will always own your music, but you are allowing us to use it through this agreement. We are limited to the types of licenses that we attempt to secure for you. Again, this does not mean that we own your music, it just means that you are letting us use it in the hopes of getting it placed somewhere.

3.1 Rights Granted in Original Master Recordings and Underlying Original Compositions. You hereby grant to Us, on a non-exclusive basis throughout the Universe, the right to License the Original Master Recordings and underlying Original Compositions, including, but not limited to the titles, lyrics and music (music includes the composition of the melody), and performances and recordings included in the same. At Our request, You, and any and all other third parties holding rights to an Original Master Recording and underlying Original Composition, will execute any and all other documents, licenses and/or further assurances, including, but not limited to, completing required waivers related to mechanical royalties to be submitted to applicable PROs, mechanical royalty collection agencies or other third party collection agencies, as We may request from time to time, in order to establish and protect Our rights in and to the Original Master Recordings, underlying Original Compositions and Licensed Works. You agree to grant to Us the following rights to Your Original Master Recordings and underlying Original Compositions you Deliver:

- (a) All rights of control, publication, printing, performance, mechanical or other reproduction, distribution, synchronization, sale, exploitation, arrangement, adaptation, translation, use and disposition, now or hereafter known;
- (b) The right to register the Licensed Work with the appropriate PRO as set forth in Article II above and, at Our option, to register each Licensed Work with SoundExchange or any other organization authorized to collect digital performing rights income and to collect all applicable digital sound recording performing rights income on behalf of the owner(s) of such Licensed Work;
- (c) The right to use the name, photograph, likeness, and/or biographical material of the writers of the Original Compositions, the Artist, musicians, instrumentalists, mixers and producers of the Original Master Recordings, and biographical material concerning all of the foregoing for the purposes of the exploitation of Licensed Works;
- (d) All rights to publish, record, produce, reproduce, distribute, display, digitally transmit, make, transmit, stream, perform, broadcast, telecast, otherwise communicate (in any version or versions thereof by any means now known or hereafter discovered), license, assign and enter into agreements to or with any person or entity with respect to all or any rights or part of the rights granted hereunder including, but not limited to, the sub-licensing of the Licensed Works to a third party for exploitation; and
- (e) The right to exercise any right We deem reasonably necessary or desirable in connection with the administration, exploitation, or protection of the Original Master Recordings, underlying

Original Compositions and Licensed Works in accordance with this Agreement.

3.2 Artist's Exclusion. For exclusions of the rights granted in Section 3.1, if any, You will be required to submit and execute the attached Exclusion Exhibit.

ARTICLE IV – YOUR REPRESENTATIONS AND WARRANTIES

This Article tells us that, amongst other things, you own the music that you are licensing to us. That means that no one else can claim that they own or have the rights to any part of your song. You cannot license music to us that you do not own or have not cleared. If you are under another agreement with a label or a publisher, you need to check with them to see if you have the right to enter into this agreement.

By entering into this agreement, you are promising that you have not copied any other person's work in the creation of your music, to the extent that such copying would violate any other person's rights (such as patent, copyright and trademark rights, etc.). By way of example, if you are not the true owner of the music that is the subject of this agreement, and the true owner makes claim on us for damages resulting from an infringement of his copyright protected rights, you will be responsible to us for all such damages.

You hereby represent, warrant and agree to Us:

4.1 Title. You own and hold a valid title to all of the Original Master Recordings and underlying Original Compositions and are free and clear of all encumbrances and restrictions or anything that would stop You from licensing them to Us under this Agreement. The Original Master Recordings and underlying Original Compositions are wholly original, do not include any samples/interpolations (and are not copied or derived from any other work). Further, the use of the Original Master Recordings and underlying Original Compositions (including, but not limited to, those uses provided for herein), will not infringe or violate the copyright or any common-law or equitable right nor any personal, proprietary, or other right of any kind whatsoever (including, but not limited to patents, copyrights, trademarks, publicity rights or moral rights) of any third party.

4.2 Authority. You have the full right and authority to enter this Agreement and to grant the rights included in it. If You are the Artist, You are at least 18 years old and have the right, legal capacity and authority to enter into this Agreement and are not bound by an exclusive agreement with any third party regarding all or any portion of the Original Master Recordings and underlying Original Compositions.

4.3 Third-Party Modification. You agree that, unless specified herein, any third party may use portions of or the entire Licensed Work, and may edit, loop, enhance, or modify the Licensed Work, provided that any such change shall not alter the fundamental character of the portion of the Licensed Work being used, and any such change shall not give rise to any ownership rights or claims, including copyright, on the part of the third party, in or to the resultant master recording or underlying composition. You accept and agree that with respect to any Licensed Use, including those in a foreign territory outside of the United States, such changes and

alterations may be made without your approval.

4.4 Moral Rights. You waive any so-called “moral rights” which may now be or may hereafter be recognized, as well as any and all claims which you have or may have against Us, Our sub-licensees, successors and assigns, by use of the Licensed Works and the Original Master Recordings and underlying Original Compositions. As such, subject to the terms herein, You waive approval rights for the Licensed Use of any Licensed Work by any client, sublicensee or third party in accordance with the terms of this Agreement.

4.5 Waivers. You waive (i) any mechanical license fee or royalty which might otherwise be payable as the result of any use, including duplication, dubbing, reproduction or distribution, of all or a part of a Original Master Recording, underlying Original Composition, or a Licensed Work(s) by Us or by any third party in connection with auditioning of the same, and (ii) any performing rights fee or royalty which might otherwise be payable as the result of any electronic transfer or transmission or other performance or distribution in connection with an audition of all or a part of the Original Master Recording, underlying Original Composition, or a Licensed Work(s) to any third party by Us; provided, however, that nothing contained in this Agreement shall be deemed to constitute a waiver of any fee or royalty which shall become due and payable to the relevant performing or other rights society, such as PRS for Music, SoundExchange, ASCAP, BMI, SESAC, or collection agency, as the result of any use of a Original Master Recording, underlying Original Composition, or a Licensed Work by a third party, unless We shall have issued a direct license with respect to certain of the public performance rights in any Licensed Works. You hereby agree that We may use all or a part of a Original Master Recording, underlying Original Composition, or a Licensed Work in connection with any promotion, audition or advertisement of the same or of You (as one of Our artists) without any payment to You.

4.6 No Further Assignment. You agree that you may never assign the Licensed Works (which have been re-titled by Us), during and after the term of this Agreement. Nothing contained herein shall prevent Us from collecting amounts due and owing to Us from a third party should You violate this Section 4.6 Agreement and assign the Licensed Works. Please note that nothing contained herein shall prevent You from exploiting the Original Master Recordings and underlying Original Compositions under original and alternate titles with other licensees and sub-licensees.

4.7 Consents. You have obtained all necessary consents and licenses with regard to all Original Master Recordings, underlying Original Compositions and the Licensed Works. No other approvals or consents are needed from any third party (including, but not limited to a label, collaborator, co-writer, co-producer, musicians, band-mates, or publisher).

4.8 Registration. You have registered the Original Master Recordings and the underlying Original Compositions with the appropriate copyright office and/or World Intellectual Property Organization, and appropriate PRO or have notified Us that You have not done so.

4.9 Adverse Claims. You are not aware of any judgments, decrees, awards, orders or injunctions, actions, and or claims, threatened or pending against You with regard to the Original Master

Recordings and the underlying Original Compositions, directly or indirectly.

4.10 No Further Payments. We will not pay anyone other than You for any of the Licensed Works. If You owe another party money from an Original Master Recording and the underlying Original Composition that You licensed to Us, You are responsible for paying that party. We shall not be required to make any payments to You or on Your behalf for or in connection with the acquisition, exercise or exploitation of rights by Us pursuant to this Agreement, except as specifically provided in this Agreement. You agree to be solely responsible for and shall pay all sums due the writers, artists, producers, publishers, unions, studios, collection agents and other third party payments, and all other persons entitled to receive compensation with regard to the Original Master Recordings, underlying Original Compositions and the Licensed Works exploited hereunder.

4.11 Expert Review. You have had this Agreement reviewed by a lawyer familiar with the subject matter hereof or have knowingly waived Your right to do so.

ARTICLE V – TERMINATION

This is how either of us ends this agreement. It also sets out what happens if the agreement is terminated.

5.1 Termination. Either party may terminate this Agreement by providing the other party with thirty (30) days prior written notice of its desire to terminate (“Termination Notice”). Should You choose to terminate this Agreement by providing Us with a Termination Notice, You must include the following in the Termination Notice: Your user name, account information and a list of all of the Original Master Recordings and underlying Original Compositions which You have Delivered to Us during the Term. After thirty (30) days of receipt of the Termination Notice, this Agreement will be deemed terminated.

5.2 Discontinued Offering and Marketing. Upon termination, We will discontinue offering and marketing the Original Master Recordings and the underlying Original Compositions to third parties, and will remove the same from hard-drives, websites and any other distribution medium reasonably within Our control, within the end of the first full calendar quarter after the termination date. Notwithstanding the foregoing, if any of the Original Master Recordings and the underlying Original Compositions have been submitted to a third party for purposes of attempting to secure a License, in any format now known or hereafter discovered, We shall not be responsible to retract, remove or otherwise request the removal of the same from the third parties. Further, if Licensed Works are part of a sub-licensee’s blanket agreement for a specific term or the license agreement for a Licensed Work contains a specific term (which may or may not include automatic extensions or options to extend such term), the Licensed Works will be removed at the expiration of any such sub-licensee’s agreement. We will not be responsible for the recall of any Phonograph Records once placed in the marketplace. Any Original Master Recordings, underlying Original Compositions, and Licensed Works in Our possession will be destroyed.

5.3 Rights After Termination. After termination, We retain the right to issue Licenses, collect payment and remit Your share of revenue per the terms of this Agreement, of any usage of the

Licensed Work occurring after the termination but placed in the market, whether as part of a playlist submitted to third parties, a blanket license or a specific license, before termination. Further, We retain the right to collect payments and remit Your share of revenue on any Licenses issued prior to termination per the terms of this Agreement.

5.4 Affect of Termination on Publisher's Share of Performance Income. Termination of the Agreement in no way affects Our right to perpetually collect Our publisher's share of performance income generated by the Licensed Use of a Licensed Work that we successfully license for You.

ARTICLE VI – INDEMNIFICATION

You and We shall, at all times, indemnify and hold one another, their licensees, assignees and affiliated companies, and the officers, directors, employees, and agents of all the foregoing, harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees, expenses and court costs) arising out of the exercise of any rights granted herein or out of any breach by You or Us, and Your or Our officers, directors, employees and agents of all the foregoing, of any representation, warranty or provision contained herein or any claims thereof provided that in no event shall Our total liability to You under this Section exceed the total Gross Receipts due to You at the time of such call for indemnification and, provided further that such indemnity is limited to sums arising pursuant to the final judgment of a court of competent jurisdiction or due to a settlement approved in writing by Us.

ARTICLE VII – APPROVALS

Whenever We or You need the other party to consent to anything, such agreement, approval or consent will not be unreasonably withheld unless otherwise specified herein. Notwithstanding the foregoing, the fee to be charged for the use of an Original Master Recording and the underlying Original Composition which will become a Licensed Work shall be determined by Us in Our sole discretion.

ARTICLE VIII – NOTICES

All notices under this Agreement will be in writing to the address first written above (or as otherwise advised during the Term) and will be given by courier or other personal delivery or by registered or certified mail (as to all of the foregoing, prepaid return receipt requested), or by facsimile transmission (with a copy sent currently by certified mail, return receipt requested), as designated by notice by the party concerned.

ARTICLE IX -- EVENTS OF DEFAULT: REMEDIES

As a condition precedent to any assertion by any party hereunder of any default or breach under this Agreement, or of any warranty, representation or covenant contained herein, the non-defaulting party shall first notify the other, detailing the nature of such default or breach and the specific facts upon which such claim is based. The party allegedly in default shall have a period of thirty (30) days from receipt of such notice within which to cure such breach or default.

During such (30) day period, no default or breach of this Agreement shall be deemed to be incurable.

ARTICLE X - GENERAL PROVISIONS

10.1 Binding Effect. This Agreement is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.

10.2 Entire Agreement. This Agreement and any attachments hereto, including, but not limited to the Exclusion Exhibit, constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be modified or amended except by written agreement executed by the parties hereto.

10.3 Severability. If any term of provision is construed to be or adjudged invalid, void or unenforceable, the court shall first endeavor to construe the term or provision in a manner to make it enforceable, but such clause may be severed from this Agreement, and the remaining terms shall remain in full force and effect.

10.4 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, without regard to principles of conflict of laws. Any legal action pursuant to this Agreement shall be brought in the state or federal courts located in Chicago, Illinois, and the parties hereby submit to the jurisdiction and venue of such courts.

10.5 Legal Fees. In the event of any action, suit or proceeding arising from or based on this Agreement brought by either party against the other, the prevailing party shall be entitled to recover from the other its reasonable attorneys' fees and costs in connection therewith in addition to any other relief to which the prevailing party may be entitled.

10.6 Pronouns. All pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

10.7 Counterparts. This Agreement may be executed in multiple counterparts and each counterpart shall be considered an original. Delivery of a facsimile or electronic version of a counterpart signature shall have the same effect as an original of the same.

10.8 Italics. Portions of this Agreement contained in brackets and set forth in italic font are provided for explanatory purposes only and shall not be deemed a part of this Agreement.

10.9 Third Parties. This Agreement is not intended to, nor shall it, create any rights, entitlements, claims or benefits enforceable by any person who is not party to it.

IN WITNESS WHEREOF, the parties hereto have this day signed in the spaces provided below to confirm the agreement reached.

YOU:

By: _____ Date _____

Artist or Publisher: _____

By: _____ Date _____

FED ID # OR SS# REQUIRED (if missing please provide):

Print Name as registered with PRO# PRO Affiliation:

CAE/IPI Number:

US:

Music Dealers LLC

By: _____ Date _____

EXCLUSION EXHIBIT

If you do not want us to license your music to specific people or companies, you need to tell us. Be as specific as possible so that you do not miss out on an opportunity. For instance, if you identify “Fast Food Restaurants” as a party you do not want us to license your music with, we may interpret such category to include those restaurants that are typically identified as a fast food restaurants (i.e., McDonalds, Burger King and KFC) as well as any restaurants or food-service businesses that provides food or beverage on an expedited basis (i.e. Starbucks, Pret A Manger, etc.). If we interpret a category description in good faith, you will not be able to later complain of lost opportunities where your music was not made available to a person or entity we determined to fall within such category.

3.3 Excluded Parties. Notwithstanding anything to the contrary contained in the Agreement, by initialing and identifying specific parties (either by the identification of a person, entity, or category thereof) on the following Exclusion Exhibit, You specifically exclude from those rights in the Original Master Recordings and underlying Original Compositions set forth in Section 3.1, Our right to grant any Licensed Use whatsoever to the parties identified below (each an “Excluded Party”, collectively, the “Excluded Parties”):

TO BE INDICATED UPON SUBMISSION OF SONG

You acknowledge and agree that to the extent any description or identification of an Excluded Party appearing above is unclear, ambiguous or vague, We shall have the sole right to interpret such description or identification in good faith. You waive and release Us from all claims of lost opportunities or lost revenues, diminution in value to your Original Master Recordings and underlying Original Compositions, You allege to arise from, relate to or result from Our good faith interpretation of any unclear, ambiguous or vague description of an Excluded Party.

The purpose of this section is to allow You, at your option, to identify types of mechanical reproductions or uses of your music you wish to exclude from, or “opt-out” of this license agreement. In other words, if, for instance, you wish to preclude us from causing your music to become a Ringtone, you have to list that as an exclusion below. This provision becomes effective only upon your initialing the space provided and identifying one or more Excluded Mechanical.

3.4 Mechanical Opt-Out. Notwithstanding anything to the contrary contained herein, by initialing and identifying specific types of mechanical reproductions (i.e., the identification of a type of mechanical reproduction such as a ringtone, Phonograph Record, etc.) in the spaces provided below, You specifically exclude from those rights in the Original Master Recordings and underlying Original Compositions set forth in Section 3.1, above, Our right to grant any Licensed Use whatsoever for mechanical reproductions of the type identified below (each an “Excluded Mechanical”, collectively, the “Excluded Mechanicals”):

TO BE INDICATED UPON SUBMISSION OF SONG

You acknowledge that to the extent any description or identification of an Excluded Mechanical appearing above is unclear or vague, We shall have the sole right to interpret such description or identification in good faith.

3.5 Online Game Waiver. From time to time, We may be able to include the Original Master Recordings and underlying Original Compositions in an interactive or non-interactive online game platform. Such use may or may not entitle You to receive performance and/or mechanical royalties. You hereby grant to Us and any licensees a royalty free direct performance license with respect to any performance royalties which may be due. You will affirmatively instruct any and all performance rights organizations of which You may be affiliated to not collect any such royalties. Additionally, You hereby grant a worldwide royalty free mechanical license solely with respect to any such online games (unless Your Original Master Recordings and underlying Original Compositions should be sold, in which case Your mechanical royalty will be included in Your share of Net Income). Should You choose to not have Your Original Master Recordings and underlying Original Compositions included in an online game, please indicate Your refusal by indicating in the spaces provided below.

TO BE INDICATED UPON SUBMISSION OF SONG