



UPLOAD AGREEMENT

January, 2012

This Upload Agreement is a contract between the musician ("You") and MusicRevolution LLC ("MusicRevolution"). If You do not agree to the terms do not click "Agree" and do not upload any Tracks.

ARTICLE 1 DEFINITIONS

"Track" shall be defined as any sound recording of Your vocal and musical performances (whether performed by You alone or otherwise) of Your musical compositions uploaded by You to the MusicRevolution website.

"Service" shall be defined as the licensing, processing, keywording, marketing and management of Your tracks by MusicRevolution.

"License Agreement" shall be defined as the terms upon which MusicRevolution customers agree when they license Your music from MusicRevolution. Those terms can be found at <License Agreement>:

ARTICLE 2 LICENSE

Through uploading a Track You expressly grant to MusicRevolution the non-exclusive worldwide right and license to make the Track available to the public by any means and media now known or later discovered or developed, including any communication to the public of the Track, by wire or wireless means including on MusicRevolution.com, and through 3rd party licensees and distributors. You expressly grant MusicRevolution the non-exclusive right to grant limited, non-exclusive licenses to users of the Service to use the Track in:

a) Worldwide commercial Internet usage (websites, web videos), as long as music is not offered as a stand-alone download or product, b) Broadcast television advertising & programming (network & cable) c) Physical and electronic media for sale (DVD, audio CDs, video games, toys) that incorporates the Content, d) Physical locations (e.g., retail, office, on hold), e) Live business presentations, f) Any electronic or physical media produced for personal use only, g) Public service announcement TV/radio broadcasts, h) Any electronic or physical media produced by certified non-profit or educational institutions, i) Broadcast radio, j) Closed Circuit Television, k) Kiosks, l) Theatrical screens or stages, and m) Commercial and non-profit Internet streaming.

In addition to the foregoing You grant MusicRevolution the right to use the Track for its own business purposes relating to the promotion of the Service. This promotional usage may include the granting of limited pre-sale (or "comp") licenses. No compensation shall be due for use of the Track for such business purposes. We will not give Your music away for free without Your express permission.

All rights, including title and copyright, in and to the uploaded Track will be retained by You, and no title or copyright is transferred or granted in any way to us or any 3rd party except as provided in this Upload Agreement and the License Agreement.

You acknowledge that MusicRevolution cannot take responsibility for the compliance by purchasers and licensees of the License Agreement. You also agree that MusicRevolution shall have no liability to You or any person claiming through You for any breach by a licensee of the terms of any agreement respecting Tracks.

ARTICLE 3 NAME, LIKENESS AND BIOGRAPHICAL MATERIAL

You grant MusicRevolution the right to use Your name, approved likenesses and approved biographical material in connection with the distribution, exploitation, marketing and promotion of the Service and/or the Tracks.

ARTICLE 4 REFUSING TRACKS

MusicRevolution reserves the right to delete, move, refuse to accept any Track uploaded by You that, in its sole discretion, violates or may violate this Upload Agreement, the intellectual or proprietary rights of others, any of its policies or is

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otherwise unacceptable in its discretion. MusicRevolution shall have the right but not the obligation to correct any errors or omissions in any Track, as it may determine in its sole discretion.

ARTICLE 5 RENUMERATION

5.1 MusicRevolution shall pay You a 50% royalty on net revenues collected (i.e., license fee received less 3% for PayPal/credit card processing fees) in respect of the license of Your tracks as part of a single tracks download, CD or subscription.

5.2 Royalties paid to You for CDs are pro-rated based on the number of Your tracks on each CD.

5.3 Royalties paid to You for subscriptions are based on the number of downloads Your tracks received in proportion to the total number of tracks downloaded by the subscriber. Subscription sales are deferred and are amortized into revenue ratably over the period of the subscription. Royalties are calculated based on monthly subscription revenues after the end of each month.

5.4 MusicRevolution shall pay you a 25% royalty from the net cash collected (i.e., license fee received less 3% for PayPal/credit card processing fees) in respect of the license of Your tracks as part of an Internet music stream. Royalties paid to You for an Internet music stream are pro-rated based on the number of Your tracks used in the Internet music stream. Stream sales are deferred and are amortized into revenue ratably over the period of the stream subscription. Royalties are calculated based on monthly stream revenues after the end of each month.

5.5 Royalties are based on net revenues collected after costs of 3rd party licensees and distributors, and 3% for PayPal/ credit card processing fees.

5.6 Payments are issued within 45 days of the close of each calendar quarter. Payments are only issued to You when Your earnings balance is \$50.00 or more.

ARTICLE 6 PUBLIC PERFORMANCE ROYALTIES

6.1 MusicRevolution shall use commercially reasonable efforts to collect cue sheet information for television and radio broadcast usages of Your tracks and submit said information to the appropriate Performing Rights Society (set forth below). You and the other MusicRevolution account holders designated by You will be credited as writer/composer, and be collectively entitled to a royalty share of one-hundred (100%) percent of the writer/composer share. If Your track is already affiliated with a valid and registered Performing Rights Society publisher You will indicate that organization by name at the time of submission. If no publisher is designated for Your tracks(s), as a default, MusicRevolution shall be named publisher and entitled to the one-hundred (100%) percent of the publisher/copyright holder share and shall be credited as the original publisher, as one of the following:

For ASCAP – Meeped Publishing

For BMI – Bimean Publishing

6.2 All public performance royalties due to You and MusicRevolution shall be paid directly from the applicable Performing Rights Society. MusicRevolution will in no way be responsible for the collection and/or payment of these royalties.

6.3 Any public performances of Your tracks by MusicRevolution customers that occur in a non-broadcast setting, including retail establishments, business presentations, trade shows, on hold systems, live performances and Internet streaming will be considered a Direct Performance license between the performing rights organization publisher of record and the MusicRevolution customer.

ARTICLE 7 WARRANTIES

By uploading a Track, You warrant that a) You are authorized to enter into this Agreement and that You have the right to grant us the rights granted by You herein; b) Each Track uploaded by You is original and does not include sampled material unless You have obtained a license permitting the use of such sampled material; (c) You are the original composer of all music and lyrics contained in the Track , or You have licensed the rights to such music and lyrics from

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the original composer(s) and/or the copyright proprietor(s) of the original musical composition(s) from which such music and lyrics are derived; d) no Tracks submitted by You will violate any law, or violate or infringe on the rights of any person, including contractual rights, intellectual property rights, publicity and privacy rights or unfair competition, and no consent, license or permission is necessary or shall be required by You or any third party in connection with the transactions contemplated by this agreement; and e) You are under no disability, restriction or prohibition with respect to Your right to execute this Agreement, either on Your own behalf or on behalf of each member of Your group.

ARTICLE 8 INDEMNITY

You agree to indemnify, defend and hold MusicRevolution and its affiliates, and their respective directors, officers, employees, agents and licensees of Tracks harmless from and against any and all claims, liability, losses, costs and expenses incurred by any of them inconsistent with any agreement, undertaking, representation or warranty made by You in this Agreement and/or the License Agreement.

ARTICLE 9 TERMINATION

9.1 You shall be entitled to terminate this Upload Agreement at any time by giving sixty (60) days written notice to MusicRevolution. We may also terminate this Upload Agreement for any reason by giving You sixty (60) days notice by email at the last address contained in your registration data. If we terminate Your account pursuant to the terms of the License Agreement, such termination shall be deemed to be notice of termination of this Upload Agreement, as well.

9.2 Upon termination we shall remove Tracks uploaded by You from the Service within sixty (60) days of the termination of this Upload Agreement. In the event your music has been included as part of a physical CD release, we shall remove the Track (s) from the Service within one-hundred and eighty (180) days.

9.3 Notwithstanding any other provision in this Upload Agreement, the termination or expiration of this Upload Agreement shall not alter or affect the rights granted to licensees or sub-licensees by us pursuant to this Upload Agreement.

ARTICLE 10 JURISDICTION

This agreement shall be solely interpreted and governed by the laws of the State of Connecticut, United States. Any claims shall be brought solely in the Federal District Court of the district of Connecticut and you expressly consent to the exclusive jurisdiction of the federal courts of the State of Connecticut, United States.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO THE UPLOAD AGREEMENT AND UNDERSTAND THE RIGHTS AND OBLIGATIONS SET FORTH HEREIN. BY CLICKING ON THE AGREE BUTTON AND/OR USE OF THE SERVICE, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS UPLOAD AGREEMENT AND GRANT TO MUSICREVOLUTION THE RIGHTS SET FORTH HEREIN.

