

LICENSING AGREEMENT

This agreement ("Agreement") is made this ____ day of _____, _____ between _____, ("Artist"), and Twisted Media, Inc., ("TM").

Whereas, TM is a provider of royalty free music to third parties; and

Whereas, Artist has created music and master sound recordings ("Compositions") as listed in Schedule A: Composition Information, and agrees to license the Compositions to TM and its authorized distributors, third-party clients and licensees in exchange for a percentage of monies from sales of said licenses.

Now, therefore, the parties agree as follows:

1. **Grant of Rights.** Artist grants TM and its authorized distributors:
 - a. a nonexclusive, worldwide, royalty-free license to use the Compositions in whole or in part, in any and all forms and media now known or hereafter invented, for promotional purposes related to TM's business of selling licenses; and
 - b. the right to sell nonexclusive, worldwide, royalty-free and in perpetuity licenses to use Compositions to other parties; and
 - c. the right to use Artist's name, photograph, trademark, service mark, likeness and biographical material in promotional and marketing materials relating to the Compositions.
2. **Distribution.** Artist agrees:
 - a. TM and its authorized distributors have the right to make available and to sell licenses for Compositions through a variety of methods, including but not limited to: e-commerce portals, print media and direct sales; and
 - b. Compositions that have been licensed by another party shall be delivered to that party in digital format via internet download and/or physical media file transfer.
3. **Payment.** TM agrees:
 - a. to pay Artist a percentage of monies collected from the sale of licenses for Compositions, as detailed for each in Schedule A; and
 - b. that in the case of a license sold for multiple Compositions ("Compilation"), containing one or more of the Artist's Compositions, payment shall be calculated for each Composition as one divided by the total number of Compositions on the Compilation, multiplied by the percentage for Artist's Composition as detailed in Schedule A, multiplied by the Compilation's final sell price; and
 - c. that within 30 days after the last day of March, June, September and December in each year TM will prepare and furnish statements showing monies which may

have become payable hereunder, and each statement shall be accompanied by payment of any and all sums shown to be due.

4. Representations and Warranties.

- a. Artist owns and controls the Compositions that are the subject matter of this agreement and has full power and authority to execute and deliver this Agreement and to fulfill all obligations hereunder; and
- b. the making and performance of this Agreement does not and shall not violate any other agreements to which the Artist is party or by which they are bound; and
- c. Artist is the sole creator of the music, and
- d. Artist is the sole owner of the master recordings and copyrights thereto; and
- e. the Compositions are original, not in the public domain, and do not infringe upon any statutory copyright or violate any common law right, proprietary right or any other right whatsoever of any person or entity (including but not limited to any right of privacy, publicity or trademark).

5. Indemnity. Artist agrees:

- a. to indemnify TM and its officers, directors, employees, agents and any licensee thereof for any and all loss, liability, damages and expenses by reason of breach of representations or warranties; and
- b. to pay any fees TM may accumulate as a result of legal action brought about by any breach of Artist's representations or warranties.

6. Independent Contractor. Both parties agree that:

- a. No agency, partnership, joint venture or employment relationship shall be created or inferred by the existence of this Agreement;
- b. Artist shall have no authority to obligate or bind TM in any respect whatsoever; and
- c. Artist shall at all times perform under this Agreement as an independent contractor.

7. Taxes. Each party shall be solely responsible for payment of any taxes associated with this Agreement for which they are liable.

8. Amendments; Waivers; Binding Effect. Any amendments to, or waiver of any rights under this Agreement shall be in writing and signed by duly authorized officers of both parties. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9. Assignment. Neither party may assign any terms or rights within this Agreement, in whole or in part, without the prior written consent of the other party. Any sale or assignment by Artist of his rights hereunder will be subject to this Agreement.

10. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements or understandings between the parties.

11. **Governing Law.** This agreement shall be governed by the laws of the State of Illinois applicable to contracts made and to wholly performed in the State of Illinois. Any claim, dispute or disagreement with respect to this agreement shall be submitted to the courts of the State of Illinois or the federal courts within the State of Illinois, which courts shall have exclusive jurisdiction Any process in any action or proceeding commenced in such courts may, among other methods, be served upon the other party, by delivering or mailing the same, via registered or certified mail, return receipt requested, addressed to the applicable party, at the address designated herein. Any such service by delivery or mail shall be deemed to have the same force and effect as personal service within the State of Illinois.

12. **Severability.** Nothing in this agreement shall be construed so as to require the commission of any act contrary to law or the omission of any act required by law, and wherever there is any conflict between any provision of this agreement and any present or future statute, law, ordinance or regulation, the latter shall prevail, but in such event the provision of this agreement so affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

13. **Term.** This Agreement will commence as of the date hereof and continue until terminated in accordance with the provisions of Section 14: Termination.

14. **Termination.** Both parties agree that:

- a. Either party may terminate rights granted under this Agreement without cause upon 60 days written notice, or immediately following a breach by the other party that is not cured within a reasonable period;
- b. Following termination TM will pay Artist any unpaid and undisputed fees;
- c. Sections 4, 6, 7, 9, 10 and 11 will survive termination of this Agreement; and
- d. Licenses sold by TM prior to termination shall remain in full force and effect for the entire term of such License.

Signed by Artist:

Date: ____ / ____ / ____

Address:

Signed by TM

Date: ____ / ____ / ____

Twisted Media, Inc.

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