Aclef Productions

P.O. Box 1164

East Quogue, NY 11942

Dated as of \_\_\_\_\_\_\_\_\_\_\_, 201\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear \_\_\_\_\_\_\_\_\_\_\_\_\_\_:

The following, when signed by you and us, shall confirm our understanding and shall

constitute an agreement ("Agreement") to (a) add Artist Content (as defined below) to the

Aclef Productions online music catalog and (b) permit and authorize us on a non-exclusive

basis to represent, pitch, market and to enter into licensing agreements with respect to Artist Content, thereby making your music available for users throughout the universe. References to "you" and “your” in this Agreement shall mean you, and if you are in a group, then it means each member of the group or the group as a whole. References to Aclef Productions, “Aclef Productions” “we,” “us” and “our” means Aclef Productions aka Dial Up Creative LLC and its successors, assigns, licensees and designees. “Artist Content” means (i) sound recordings of your vocal and/or instrumental performances, and (ii) the compositions (i.e., songs, lyrics) embodied in those recordings (“Compositions”). You shall deliver Artist Content in a format acceptable to us, currently .wav or .aiff files.

1. Grant of Rights. You hereby grant us the right throughout the universe to:

(a) prepare and encode Artist Content or any portion thereof (including edited sound clips),

for inclusion in our online music catalog, and for digital transmission, in any format, and by

any means, now known or hereafter devised;

(b) display, reproduce, exhibit, publicly perform, broadcast, transmit, publish and synchronize with visual images the Artist Content including any portion thereof, by any and all means and media now known or hereafter devised;

(c) license the exploitation of the Artist Content, including, without limitation, the right to

license: (i) broadcast and other public performances; (ii) the synchronization of the Artist

Content in connection with motion pictures, television programs, advertisements, video

games and any and all other audiovisual works; (iii) the dramatization of the Artist Content;

and (iv) the use of the Artist Content in connection with merchandising activities;

(d) issue universe-wide synchronization licenses for the right to record, reproduce, perform,

represent and exhibit the Artist Content or any portion thereof by any method or media

whether now known or hereafter devised (including, without limitation, on any digital or

physical media or device) in connection with radio, television, motion pictures, video games,

the Internet, advertisements and other audiovisual works, and make copies thereof and export

such copies throughout the universe; and

(e) stream Artist Content on our website without

charge for promotional purposes.

2. Name and Likeness. You hereby grant Aclef Productions the right throughout the Universe, to use your name(s), group name (if any), photograph and/or likeness(es) and biographical materials solely for the purposes of advertising, marketing, promotion and trade in connection with any uses, exploitations and/or promotions of the Artist Content and for so-called institutional uses in connection with Aclef Productions business (i.e. for use in institutional advertisements and trade shows, etc.), or to refrain therefrom. You agree not to assert any privacy, publicity, moral or similar rights held by you under the laws of the United States and any other country in connection with the exploitation of such materials which you previously approved for our use.

3. Exclusivity. The rights you grant to us in respect of the Artist Content are non-exclusive,

i.e., you may license the Artist Content to third parties without payment to Aclef Productions, with the following exception: Aclef Productions shall have the exclusive right to collect all revenue derived from the licensing activities described in paragraph 1 above. Aclef Productions makes no representation or warranty to you as to whether a third party will select Artist Content for exploitation.

4. Term. The initial term of this Agreement will be for a period of sixty (180) days, and the

Agreement will automatically renew for additional sixty (180) day extension periods

(collectively, the “Term”), unless either party elects not to renew the Term by providing the

other party with written notice at least fifteen (15) days prior to the expiration of the Term in which event the Term will expire at the end of the then current sixty (180) day period.

Following termination of the Term, the rights granted to Aclef Productions in paragraph 1

above shall terminate; provided that (i) in the event that during the Term, negotiations have

commenced or Aclef Productions has received a bona fide offer from a third party in respect of the licensing of Artist Content, Aclef Productions shall have the right after the Term to enter into such license agreement with respect to the Artist Content, and (ii) Aclef Productions shall have up to thirty (30) days after the Term to remove the Artist Content from the Aclef Productions website. Aclef Productions has no obligation to review, edit or monitor any Artist Content, and reserves the right to cease offering any Artist Content at any time without notice.

5. Approval Rights. Notwithstanding the foregoing, we shall not, without your prior consent in each instance, affirmatively and knowingly grant any license for the use of Artist Content in any category of products or services which you advise us in writing during the Term (and after we receive such notice we will use good faith efforts to obtain your consent with respect to any such license). Notwithstanding the foregoing provisions of this paragraph 5, you acknowledge that we do not exercise complete control over the scope and use of Artist Content licensed via the click through Aclef Productions online music catalog but we shall use good faith efforts to obtain your consent with respect to any proposed licenses through the online music catalog for the aforementioned category(ies) as set forth in your notice.

6. Compensation.

(a) You and Aclef Productions will share revenues as follows: Aclef Productions will pay you fifty percent (50%) of any and all revenue actually received by Aclef Productions directly identifiable from our exploitation of Artist Content or any portion thereof as set forth in paragraph 1, above. (b) The share of revenues payable to you hereunder includes all royalties due from Aclef Productions to you, producers, musicians, vocalists, engineers, and any other persons engaged in connection with the creation of the Artist Content. You shall be solely responsible for the payment of any royalties due to such persons or other third parties arising from payments made to you hereunder or otherwise, including mechanical royalties owing to you or any third parties for the use of underlying compositions. (c) Upon your request, Aclef Productions will assist you in registering Compositions with the public performance rights organization with which you are a member. For avoidance of doubt, as between you and Aclef Productions, you shall have the right to collect one hundred percent (100%) of any and all public performance royalties payable in respect of the Compositions. (d) With respect to any payments due to you under this agreement, Aclef Productions will determine the amount owed to you on a quarterly basis. Within sixty (60) days of the close of each quarter in which Aclef Productions has received gross revenue, Aclef Productions will send you a detailed accounting statement and a check payable in U.S. Dollars in the appropriate amount, except if the amount Aclef Productions owes you is less than $50.00, then Aclef Productions will hold the money until either (a) the total cumulative amount Aclef Productions owes you at the end of any particular quarter is greater than $50.00, or (b) the Term of this Agreement terminates. Aclef Productions agrees to keep accurate books and records covering all transactions related to this agreement. During the one (1) year period following your receipt of an accounting statement you may, at your expense and upon reasonable notice, inspect Aclef Productions records related to that statement at our offices or at a location specified by us, provided that you may conduct an inspection with respect to a particular accounting statement only once and your inspection must not unreasonably interfere with Aclef Productions business.

7. Artist Warranty. You represent and warrant that the Artist Content, including without

limitation the sound recordings and compositions embodied thereon (a) is your own original work, and contains no sampled material whatsoever, (b) does not and will not infringe on any third party’s copyright, trademark, trade secret or other proprietary rights, rights of publicity or privacy, or moral rights (c) does not and will not violate any law, statute, ordinance or regulation; (d) is not and will not be defamatory, trade libelous, and (e) does not and will not contain any viruses or other programming routines (e.g., rootkits) that detrimentally interfere with computer systems or data. You also represent and warrant that you are over the age of eighteen (18), all factual assertions that you have made and will make to us are true and complete, and if any member of your group is a minor, that you have the legal right to execute this Agreement on behalf of the minor artist and guarantee such person's performance of the terms of this Agreement and that you have full right and power to enter into and perform this agreement, and have secured all third party consents necessary to enter into this agreement. You shall be responsible for all reporting and payment obligations of any kind in connection with the Artist Content, including but not limited to any applicable union and/or guild payments, sample or replay licenses or payments, and mechanical, synchronization or public performance royalties. You agree to indemnify and hold us, our affiliates and our customers harmless from any and all damages and costs, including reasonable attorney’s fees, arising out

of or related to your breach of the representations and warranties described in this paragraph. You agree to execute and deliver documents to us, upon our reasonable request, that evidence or effectuate our rights under this agreement. These warranties shall survive any termination of this Agreement or the Term.

8. Disclaimer. To the maximum extent permitted by applicable law, Aclef Productions disclaims all warranties, either express or implied, including by not limited to (1) uninterrupted or continuous availability of the Aclef Productions website, and (2) implied warranties of merchantability, fitness for a particular purpose, and noninfringement by third parties with respect to the Aclef Productions website. To the maximum extent permitted by applicable law, in no event will Aclef Productions be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use the Aclef Productions website.

9. Miscellaneous.

(a) The validity, interpretation and legal effect of this agreement shall be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York.

Notwithstanding the foregoing, we and our assignees, successors and designees may seek

injunctive or other equitable relief in any jurisdiction to enforce the terms of this agreement

and our rights hereunder. (b) Your sole remedy for a breach of this Agreement by Aclef Productions shall be an action at law for money damages, if any. You hereby waive any right to, or to seek, injunctive or other equitable relief in connection with any breach or alleged breach of this Agreement by Aclef Productions. This Agreement may not be amended unless such an amendment is in writing and signed by both parties. You shall be solely responsible for providing all copyright notices and other legal notices in connection with the Artist Content. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect. This Agreement is the entire agreement between you and Aclef Productions and supersedes any other communications or advertising.

(c) No person or entity is deemed or intended to be a third-party beneficiary hereof and this

Agreement shall not be deemed to give any right or remedy to any third party whatsoever

unless such status, right or remedy is specifically granted to such third party by the terms

hereof. Nothing contained herein shall constitute a partnership, joint venture or fiduciary

relationship between the parties hereto. Neither party hereto shall hold itself out contrary to

the terms of this paragraph and neither party shall become liable for any obligation, act or

omission of the other party contrary to the provisions hereof. The obligations of each person

and/or entity comprising “you” hereunder shall be joint and several. (d) Each party hereto

may assign this Agreement to any person or company acquiring all or a substantial part of the assigning party's stock and/or assets; provided, however, that the assigning party shall remain liable hereunder. The assigning party shall send written notice of such assignment to the other, but a failure to do so shall not invalidate the assignment. However, Aclef Productions has the right to assign or license some of its rights hereunder in the ordinary course of business shall not be so limited. (e) All notices hereunder shall be in writing and may be sent by email at **info@aclefproductions.com** for us and to the email address set forth below for you, or by (i) personal delivery, (ii) registered or certified mail, or (iii) overnight mail with a utilized tracking service, to the addresses shown above or such other address or addresses as may be designated by either party hereto. Any notice of termination must be sent by one of the methods set forth above in subparagraph (9) (e)(i)-(iii). Notices shall be deemed given two (2) days after being mailed, except that notice of a change of address shall be effective only from the date of its receipt. Royalty statements and payments may be sent by ordinary mail. As to all matters treated herein to be determined by mutual agreement or as to which any approval or consent is required, such agreement, approval or consent shall not be unreasonably withheld. (f) This Agreement may be executed in counterparts and exchanged via facsimile or e-mail, each of which shall be deemed an original and all together shall constitute one and the same instrument. You represent that you have carefully read this agreement, that you understand its contents, and that you have had an opportunity to seek independent legal advice with respect to the review and advisability of entering into this Agreement.

**You and we, intending to be legally bound, have executed this Agreement on the**

**day and year first above written.**

**Aclef Productions**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly Authorized

READ, AGREED AND ACCEPTED:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Make Payments and Checks Payable To

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Federal Tax ID Number