

Sound Futures Direct Cyber Warehouse Artists TERMS & CONDITIONS

This Agreement describes the legal relationship between you (an individual, representing yourself, or if applicable, acting as legal representative for a band, group, company or corporation) and Soundfuturesdirect.com referred to in this Agreement as Soundfuturesdirect.com") the owner and operator of the web page at www.soundfuturesdirect.com" (the "soundfuturesdirect.com Site")

You will be referred to as "RIGHTS HOLDER." Please read this document carefully.

By signing this document, you will become a party to, and will be bound by this Agreement. If you do not agree with any of the terms and conditions of this Agreement, do not sign this agreement. We may modify this Agreement from time to time as further described in Section 8 below. The "Effective Date" of this Agreement is the date on which RIGHTS HOLDER signs this agreement.

1. Definitions.

The following terms shall have the following meanings for purposes of this Agreement:

a. "Digital Master" or "Digital Masters" means copies of RIGHTS HOLDER Content in digital form, which Soundfuturesdirect.com may sell or authorize Distributors to sell via permanent digital download, streams or burns, as individual tracks or as a whole album, pursuant to the terms and conditions of this Agreement.

b. "Distributor" means any third party that soundfuturesdirect.com may authorize to carry out the marketing, distribution and sale or other use of the Digital Masters pursuant to the terms of this Agreement.

c. "Term" means the period beginning on the Effective Date of this Agreement and ending on the first day of the second calendar quarter following the third anniversary of the Effective Date, after which such Term shall automatically renew for successive one-year periods. RIGHTS HOLDER may terminate this Agreement at any time by providing soundfuturesdirect.com with thirty (30) days' written notice of RIGHTS HOLDER's intention to terminate.

d. "Territory" means the Universe.

e. "RIGHTS HOLDER Content" means sound recordings and underlying musical compositions that RIGHTS HOLDER has made available to soundfuturesdirect.com that Artist has designated for digital distribution in accordance with this Agreement. Any sound recordings and the underlying musical compositions that are provided by or on behalf of RIGHTS HOLDER to soundfuturesdirect.com must be owned or controlled by RIGHTS HOLDER and/or have been cleared by RIGHTS HOLDER.

f. "cyberwarehouse.soundfuturesdirect.com Site" means the retail website owned by

soundfuturesdirect.com at www.soundfuturesdirect.com where RIGHTS HOLDER has registered to sell downloads. By agreeing to this Agreement, any sound recordings made available on the soundfuturesdirect.com Site that Artist designates will be made available for digital distribution by soundfuturesdirect.com and its Distributors according to the terms of this Agreement.

g. "Artwork" means album cover artwork and any other artwork relating to RIGHTS HOLDER Content that RIGHTS HOLDER provides to soundfuturesdirect.com. Any artwork that is provided by or on behalf of RIGHTS HOLDER to soundfuturesdirect.com before or during the Term will be deemed to have been cleared by RIGHTS HOLDER unless RIGHTS HOLDER promptly notifies soundfuturesdirect.com in writing to the contrary.

2. Authorization.

Subject to the terms of this Agreement, RIGHTS HOLDER hereby appoints soundfuturesdirect.com as RIGHTS HOLDER's non-exclusive authorized representative for the sale and other distribution of Digital Masters. Accordingly, RIGHTS HOLDER hereby grants an non-exclusive right to soundfuturesdirect.com, during the Term, to:

- i. reproduce and convert RIGHTS HOLDER Content delivered by RIGHTS HOLDER into Digital Masters;
 - ii. perform and make sound clips or previews of the RIGHTS HOLDER Content available by streaming ("Clips") to promote the sale and distribution of applicable Digital Masters;
 - iii. promote, sell, distribute, and electronically fulfill and deliver Digital Masters, as individual tracks or entire albums, and associated metadata to purchasers who may use such Digital Masters in accordance with usage rules similar to those set forth by the music services.
 - iv. display and electronically fulfill and deliver Artwork for personal use solely in conjunction with the applicable purchased Digital Master;
 - v. use RIGHTS HOLDER Content, Artwork and metadata as may be reasonably necessary or desirable for soundfuturesdirect.com to exercise soundfuturesdirect.com's rights under the terms of this Agreement; and
 - vi. authorize or appoint any Distributors to perform the activities in (i)-(v)above.
- a. soundfuturesdirect.com shall also be authorized, if required by a Distributor, to provide one compact disc of RIGHTS HOLDER Content to Distributors free of charge, and no payment to RIGHTS HOLDER shall be required under this or any other agreement or understanding soundfuturesdirect.com and its Distributors shall not be authorized to exploit RIGHTS HOLDER Content or Artwork in any manner or form not expressly authorized herein. Nothing herein shall obligate soundfuturesdirect.com or any Distributor to actually exercise any rights granted under this Agreement.

3. RIGHTS HOLDER Obligations.

RIGHTS HOLDER shall obtain and pay for any necessary clearances and licenses in the Territory for all RIGHTS HOLDER Content and Artwork. Specifically, RIGHTS HOLDER shall be responsible for and timely pay (i) any royalties and other income due to artists, authors, co-authors, copyright owners, co-copyright owners, producers and other record royalty participants from sales or other uses of Digital Masters, (ii) all mechanical royalties payable to publishers and/or authors or co-authors of copyrighted musical compositions embodied in Digital Masters from sales or other uses of Digital Masters, (iii) all payments that may be required under collective bargaining agreements applicable to RIGHTS HOLDER or third parties other than soundfuturesdirect.com, and (iv) any other royalties, fees and/or sums payable with respect to the RIGHTS HOLDER Content, Artwork, metadata and other materials provided by RIGHTS HOLDER to soundfuturesdirect.com.

a. If there is a change of circumstance during the Term as a result of which RIGHTS HOLDER reasonably believes that it does not have, or no longer has, the rights necessary to authorize soundfuturesdirect.com and any Distributors to use any RIGHTS HOLDER Content or Artwork as provided for herein, or RIGHTS HOLDER reasonably believes that soundfuturesdirect.com's or its Distributors' continued sale or other use of any RIGHTS HOLDER Content or Artwork will substantially harm RIGHTS HOLDER's relations, or violates the terms of any of RIGHTS HOLDER's agreements, with any applicable copyright owner, artist, producer or distributor, then RIGHTS HOLDER shall have the right to withdraw, upon written notice to soundfuturesdirect.com, authorization for the sale or other use of such RIGHTS HOLDER Content or Artwork. Following such withdrawal, soundfuturesdirect.com shall cease to offer such RIGHTS HOLDER Content or Artwork for sale or other use or cause such cessation as soon as is commercially feasible after soundfuturesdirect.com's receipt of such notice of withdrawal, and RIGHTS HOLDER shall use commercially reasonable efforts to clear such withdrawn RIGHTS HOLDER Content or Artwork and shall promptly notify soundfuturesdirect.com if and when such RIGHTS HOLDER Content has been cleared and is again authorized for use or sale by soundfuturesdirect.com and its Distributors.

4. Payment.

Soundfuturesdirect.com operates all artists' payment on a split 50/50 basis. soundfuturesdirect.com shall pay RIGHTS HOLDER 50% per song download or 50% per entire CD download sold on soundfuturesdirect.com. soundfuturesdirect.com retains 50% of money received from the sale or from Distributors for the sale or other use of RIGHTS HOLDER's Digital Masters. soundfuturesdirect.com will compute amounts payable to RIGHTSHOLDER after the end of each calendar month during the Term, and will provide a statement to Artist in accordance with soundfuturesdirect.com's standard business practices. soundfuturesdirect.com shall make payment to RIGHTS HOLDER only at such times that amounts owed to RIGHTS HOLDER exceed the threshold amount set by RIGHTS HOLDER upon registration with the soundfuturesdirect.com Site. Such payment shall constitute full

consideration for all rights granted and obligations undertaken by RIGHTS HOLDER hereunder.

5. Parental Advisory.

If RIGHTS HOLDER provides a parental advisory warning about a particular sound recording in the RIGHTS HOLDER Content, soundfuturesdirect.com shall use or forward such parental advisory information to Distributors. RIGHTS HOLDER shall be responsible for determining parental advisory warning status.

6. Names and Likenesses; Promotional Use and Opportunities.

soundfuturesdirect.com may use and authorize its Distributors to use the names and likenesses of, and biographical material concerning, any Digital Master, artists, bands, producers and/or songwriters, as well as track and/or album name, and Artwork, in any marketing materials for the sale, promotion and advertising of the applicable Digital Master which is offered for sale or other use under the terms of this Agreement (e.g., an artist or band name and likeness may be used in an informational fashion, such as textual displays or other informational passages, to identify and represent authorship, production credits, and performances of the applicable artist or band in connection with the authorized exploitation of applicable Digital Masters).

a. soundfuturesdirect.com and any of its Distributors shall have the unrestricted right to market, promote and advertise the Digital Masters available for purchase as it determines in its discretion. Without limiting the foregoing, soundfuturesdirect.com and any of its Distributors shall have the right to determine which sound recordings, irrespective of any particular artist, record company or label affiliation, would best further their commercial purposes, and to promote such sound recordings more than others.

7. Ownership

As between the Parties, all right, title and interest in and to (i) the RIGHTS HOLDER Content, (ii) the Digital Masters, (iii) the Clips, (iv) all copyrights and equivalent rights embodied therein, and (v) all materials furnished by RIGHTS HOLDER, except as to any rights of soundfuturesdirect.com (whether preexisting or under this Agreement), shall remain the property of RIGHTS HOLDER, it being understood that under no circumstances shall soundfuturesdirect.com have any lesser rights than it would have as a member of the public.

8. Modification, Termination and Effect of Termination.

soundfuturesdirect.com reserves the right, in its sole discretion, to change, modify, add or remove all or part of this Agreement. Notice of any amendments and/or modifications shall be sent to you by email prior to their effective date. In the event that you do not consent to any such amendments and/or modifications, your sole recourse shall be to terminate this Agreement.

a. Either party shall have the right to terminate this Agreement prior to the expiration of the Term in the event that the other party breaches any material representation, obligation or covenant contained herein, unless such breach is cured prospectively, no later than thirty (30) days from the date of receipt of written notice of such breach, or if not able to be so cured, then resolved to the other party's satisfaction, not to be unreasonably withheld.

b. Sections 1, 3, 7, 8, 9, 10 and 11 shall remain in full force and effect following the expiration or earlier termination of this Agreement. The expiration or earlier termination of this Agreement shall not relieve RIGHTS HOLDER or soundfuturesdirect.com of their respective obligations to make any payments with respect to the sale or other use of Digital Masters in the periods prior to such expiration or termination (and the associated accounting) in accordance with this Agreement.

9. Indemnification and Limitation of Liability.

RIGHTS HOLDER will indemnify and hold harmless, and upon soundfuturesdirect 's request, defend, soundfuturesdirect.com and its Distributors and affiliates (and their respective directors, officers and employees) from and against any and all losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees and costs) arising out of a claim by a third party by reason of: (i) a breach of any warranty, representation, covenant or obligation of RIGHTS HOLDER under this Agreement; or (ii) any claim that any Digital Master, sound recording or RIGHTS HOLDER Content, Artwork, metadata or any other materials provided or authorized by or on behalf of RIGHTS HOLDER hereunder or soundfuturesdirect 's or its Distributors" use thereof violates or infringes the rights of another party. RIGHTS HOLDER will reimburse soundfuturesdirect.com and its Distributors and affiliates on demand for any actual payments made in resolution of any liability or claim that is subject to indemnification under this Section 9, provided that soundfuturesdirect.com obtains RIGHTS HOLDER's written consent prior to making such payments, such consent not to be unreasonably withheld, delayed or conditioned. soundfuturesdirect.com shall promptly notify RIGHTS HOLDER of any such claim, and RIGHTS HOLDER may assume control of the defense of such claim. soundfuturesdirect.com shall have the right, at its expense, to participate in the defense thereof under RIGHTS HOLDER's direction.

a. EXCEPT PURSUANT TO AN EXPRESS INDEMNITY OBLIGATION, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING LOSS OF PROFITS OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THEIR POSSIBILITY.

10. Additional Representations and Warranties of the Parties.

RIGHTS HOLDER represents and warrants that it has the full authority to act on behalf of any and all owners of any right, title and interest in and to the RIGHTS HOLDER Content.

- a. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder and has obtained all necessary third-party consents, licenses and permissions necessary to enter into and fully perform its obligations herein.
- b. Each party represents and warrants that it owns or controls the necessary rights in order to make the grant of rights, licenses and permissions herein, and that the exercise of such rights, licenses and permissions by the other party hereto shall not violate or infringe the rights of any third party.
- c. Each party represents and warrants that it shall not act in any manner which conflicts or interferes with any existing commitment or obligation of such party, and that no agreement previously entered into by such party will interfere with such party's performance of its obligations under this Agreement.
- d. Each party represents and warrants that it shall perform in compliance with any applicable laws, rules and regulations of any governmental authority.

11. General Provisions.

No Agency or Joint Venture. The parties agree and acknowledge that the relationship between the parties is that of independent contractors. This Agreement shall not be deemed to create a partnership or joint venture, and neither party is the other's agent, partner, employee, or representative.

a. Entire Agreement, Modification, Waiver. This Agreement, including any annexes, schedules and exhibits hereto, contains the entire understanding of the parties relating to the subject matter hereof, and supersedes all previous agreements or arrangements between the parties relating to the subject matter hereof. This Agreement cannot be changed or modified except by a writing signed by the parties. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such determination shall not affect any other provision hereof, and the unenforceable provision shall be replaced by an enforceable provision that most closely meets the commercial intent of the parties.

b. Binding on Successors. This Agreement shall be binding on the assigns, heirs, executors, personal representatives, administrators, and successors (whether through merger, operation of law, or otherwise) of the parties.

c. Notices. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes: (i) on the delivery date if sent by electronic mail to the addresses provided to and by RIGHTS HOLDER upon registration with the soundfuturesdirect.com Site, or as properly updated.

d. Governing Law. This Agreement shall be governed and interpreted in accordance with the internal laws of the United Kingdom applicable to agreements entered into and wholly to be performed therein, without regard to principles of conflict of laws.

e. Remedies. To the extent permitted by applicable law, the rights and remedies of the parties provided under this Agreement are cumulative and in addition to any other rights and remedies of the parties at law or equity.

f. Headings. The titles used in this Agreement are for convenience only and are not to be considered in construing or interpreting the Agreement.

g. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their authorized successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer upon any person or entity, other than the parties hereto and their authorized successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

h. Force Majeure. For the purposes of this Agreement, "Force Majeure" shall mean any event which a party hereto could not foresee, such as fire, flood, acts of God or public enemy, Internet failures, earthquakes, governmental or court order, national emergency, strikes or labor disputes, the effect of which it could not reasonably prevent or predict and which renders impossible or impractical the performance of contractual obligations either totally or in part. The party invoking a Force Majeure shall notify the other party within three (3) business days of its occurrence by accurately describing all the circumstances of the situation involved and its effect upon the performance of its contractual obligations. The taking place of a Force Majeure shall have the effect of suspending the obligations of the party which has invoked the provisions of this Section to the extent such obligations are affected by the Force Majeure. Contractual dates shall be extended for a period equal to the duration of a Force Majeure. The cessation of a Force Majeure shall be communicated by notice within three (3) business days of its occurrence by the party that invoked it.

By clicking submit I agree with the terms of this Agreement.