

3. TERM OF LICENSE.

- a. This **AGREEMENT** shall be effective upon the **EFFECTIVE DATE**.
- b. The license granted by this **AGREEMENT** shall be perpetual.
- c. After two years following the **EFFECTIVE DATE**, **LICENSOR** may request **LICENSEE** to remove any portion of the **LICENSED WORK** from the **PLATFORM**. This request shall be made in writing to **LICENSEE** at the address below. **LICENSEE** shall comply with the request within thirty (30) days of receipt.

4. REPRESENTATIONS AND WARRANTIES.

LICENSOR makes the following representations and warranties to **LICENSEE**, which representations and warranties shall apply during the term of this **AGREEMENT** and shall continue to apply indefinitely.

- a. **LICENSOR** is the sole and exclusive owner of the **LICENSED WORK** and the copyrights and other proprietary rights contained therein.
- b. The **LICENSED WORK** does not infringe upon or violate the copyrights, trademarks, or other proprietary rights of any other party.
- c. **LICENSOR** has the unrestricted right and power to enter into this **AGREEMENT** and to license the **LICENSED WORK** to **LICENSEE** as provided herein.
- d. There are no other agreements, court orders or the provision of any law or administrative rule that interferes with **LICENSOR**'s right to license the **LICENSED WORK**.
- e. **LICENSOR** has obtained all necessary licences, consents, permissions, from copyright owners and any others with any interest in the **LICENSED WORK** or who performed on the **LICENSED WORK**.

5. COPYRIGHT NOTICES/RETAINED RIGHTS.

- a. **LICENSEE** shall place on its website a notice of copyright relative to the **LICENSED WORK**.
- b. Where provided by **LICENSEE**, **LICENSOR** shall include credits to the songwriter, artists and other parties performing in the **LICENSED WORK**.
- c. **LICENSOR** shall retain the copyright to the **LICENSED WORK** and all rights, title, and interest in and to the **LICENSED WORK**, including the right to publish, distribute, publicly perform, modify, enhance, change,

and improve, and all other exclusive rights of the copyright owner, except only for the right of license granted to **LICENSEE**.

- d. **LICENSEE** agrees to and acknowledges the rights retained by **LICENSOR** and acknowledges that the **LICENSOR** shall retain all exclusive rights of the **LICENSOR** and holder of a copyright.
- e. **LICENSOR** shall have the sole right to pursue any party that infringes upon the **LICENSOR**'s copyright or other proprietary rights in and to the **LICENSED WORK** and shall bear all expenses of prosecuting such infringement actions against third parties. **LICENSOR** acknowledges that in no way shall **LICENSEE** be responsible for policing and prosecuting said rights.

6. INDEMNIFICATION.

LICENSOR will indemnify and hold the **LICENSEE**, its officers, directors, managers, employees, agents, and vendors, past, present, and future, harmless from and against any and all claims, suits, threats, demands, actions, and causes of action brought directly or indirectly by any party asserting a claim relating to said party's copyright or other proprietary rights to the **LICENSED WORK**.

7. NO ASSIGNMENT.

Neither this **AGREEMENT** nor any right, interest, duty, or obligation may be assigned by the **PARTIES**.

8. GOVERNING LAW.

In interpreting the terms of this **AGREEMENT**, the **PARTIES** agree that the laws of the state of _____ shall be applicable. All suits permitted to be brought in any court shall be in the state of _____.

9. ENTIRE AGREEMENT.

- a. This **AGREEMENT** contains the entire agreement and understanding of the **PARTIES** with respect to the subject matter hereof and supersedes and replaces all prior discussions, agreements, proposals, understandings, whether orally or in writing, between the **PARTIES** related to the subject matter of this **AGREEMENT**..
- b. This **AGREEMENT** may be changed, modified, or amended only in a written agreement that is duly executed by authorized representatives of the **PARTIES**.
- c. If any provision(s) hereof is deemed to be illegal or unenforceable by a court of competent jurisdiction, the enforceability and effectiveness of the remainder of the **AGREEMENT** shall not be affected and this **AGREEMENT** shall be enforceable without reference to the unenforceable provision(s).
- d. No party's waiver of any breach or accommodation to the other party shall be deemed to be a waiver of any subsequent breach.

The **PARTIES** execute this **AGREEMENT** on the **EFFECTIVE DATE**, with full knowledge of its content and significance and intending to be legally bound by the terms hereof. **BY SIGNING BELOW, LICENSOR REPRESENTS AND WARRANTS THAT LICENSOR IS THE SOLE AND EXCLUSIVE OWNER OF THE WORKS AND ALL COPYRIGHTS AND OTHER PROPRIETARY RIGHTS CONTAINED THEREIN.**

LICENSOR, by _____

Address:

City/State/ZIP:

Email: _____

EXHIBIT A "LICENSED WORK"

Album or Song Title(s): _____

Artist Name: _____

Date Released: _____

LICENSED ART

Album Cover Art: _____

Artist Banner Image: _____

Licensed Art Preview: _____