

ArtisTech Media, LLC CUSTOMER LICENSE AGREEMENT

This Customer License Agreement ("Agreement") is made as of the date of your PayPal receipt between ArtisTech Media, LLC, ("ATM") and the purchaser.

PURPOSE

A. ATM is authorized to grant certain rights on behalf of the artist(s) who own(s) the copyright ("Artist") in and to (i) the sound recording(s) ("Master") and, (ii) the underlying musical composition(s) ("Work"), as described in Schedule "A" attached hereto, collectively ("the Tracks").

B. Licensee seeks to license the Tracks described in Schedule 'A', distributed via ATM's websites (www.ccmixer.org, www.dig.ccmixer.org, www.tunetrack.net, ('the Sites'). Licensee is engaged in the production of a project or a service described in Schedule "A" (the "Project") and wishes to license the Tracks for use in connection with the Project, including use in connection with the production and/or exhibition of the Project that may be used in the promotion thereof as described in Schedule "A" ("the Use").

NOW THEREFORE, the parties hereto, intending to be legally bound by the terms and conditions contained herein, hereby agree as follows:

AGREEMENT

1. License Grant and Performance Rights.

1.1 **License Grant.** In consideration of the terms, conditions, covenants and warranties herein, ATM, on behalf of Artist, grants to Licensee a non-exclusive and non-assignable license to use the Tracks and the approved name and likeness and biography of Artist and producer, writer and composer of the Tracks ("the Materials") in connection with the Use only, limited to the Territory, and during the Term hereof (as each of the foregoing are defined in Schedule "A") ("the License").

1.2 **Performance Rights.** Any public performance of the Project is subject to the clearance of the applicable public performance rights in force from time to time applied by the performing rights society in each part of the Territory in accordance with their respective prevailing terms and conditions.

1.3 **License for Use in Licensee's Stores.** Where Licensee shall designate ATM to collect Internet Performance Royalties then ATM, on behalf of Artist, hereby grants Licensee a license to publicly perform the Track(s) in connection with the exhibition of the Project on Licensee's contracted retail stores (as set forth on Schedule "A"). Such license shall be limited to the Track(s) only and Licensee shall obtain separate Internet Performance licenses for all Track(s) not licensed hereunder from the applicable performing rights society in accordance with their customary terms and conditions.

2. License Fee and Payment Terms.

2.1 **License Fee.** In consideration of the License, Licensee shall pay ATM the License Fee set forth in Schedule "A".

2.2 **Payment Terms.** Licensee shall pay the License Fee in full at the time of execution of this Agreement.

2.3 **Taxes.** Licensees shall pay and be responsible for all taxes and levies.

3. Attribution of Tracks. Licensee shall attribute and credit the Tracks in the project itself and in all promotion, exhibition and exploitation of the Project in a substantially similar form to that set forth in Schedule 'A'.

4. Alteration of the Tracks.

Licensee shall be permitted to shorten the length of the Tracks or remix the Tracks, or any part thereof, as necessary for its use in the Project provided that Licensee complies with the warranties stated in Section 6.

5. Reserved Rights.

Licensee acknowledges and agrees that all rights in and to the Tracks, whether now known or hereafter in existence, that are not licensed hereunder are specifically reserved by ArtisTech Media on behalf of Artist.

6. Licensee's Warranties and Indemnity.

Licensee represents and warrants to ArtisTech Media that:

6.1 Accuracy of information. All information provided by Licensee herein and during the Term hereof shall be accurate, complete and not misleading in any material respect.

6.2 Limited Use of Tracks and Materials. Licensee shall only use the Tracks and the Materials for the Use and only in connection with the Project as defined in Schedule 'A' and shall not use, exploit or in any way attempt to obtain any benefit therefrom, except in strict accordance with the terms of this Agreement.

6.3 Safeguards for Use of Tracks. Licensee shall maintain strict controls and safeguards in connection with the Tracks and the Materials to prevent any unauthorized use or distribution thereof and shall use its best efforts to ensure that any transmission thereof is undertaken in a safe manner so as to prevent unauthorized copying or retransmission by any third party.

6.4 No Duplication. Licensee shall not, except to the extent allowed by ArtisTech Media hereunder and solely in connection with its authorized use, copy or otherwise duplicate directly or indirectly any portion of the Site including without limitation, any of the information, trademarks, logos, designs, graphics, systems, Tracks or otherwise contained therein for any purpose ("ArtisTech Media Protected Materials") and shall not use any software that enables the copying or duplication of ArtisTech Media Protected Materials for later offline viewing ('Web Copying').

6.5 Copyright Notices. Licensee shall abide by all copyright notices, information, or restrictions applicable to any ArtisTech Media Protected Materials and the Tracks and the Materials or otherwise published on the Site.

6.6 Indemnity. Licensee shall indemnify, hold harmless and defend ArtisTech Media from and against any and all claims, demands, suits, damages, liabilities and all reasonable expenses connected thereto, including attorneys' fees, against or suffered by ArtisTech Media with respect to any matter that arises from or is a result of a breach or attempted breach of this Agreement by Licensee.

6.7 Performance Rights Societies. Licensee will comply with all requirements of the applicable performing rights societies as set forth in Section 1.0 above.

7.0. ArtisTech Media's Warranty, Indemnity, Disclaimer and Limitations of Liability.

7.1 Warranties. ArtisTech Media warrants only that it has the right to grant the License on behalf of Artist. ArtisTech Media agrees to indemnify and hold harmless Licensee from and against any and all claims, costs, losses, expenses, damages, judgments and liability (including reasonable attorney's fees) which may arise as a

result of or in connection with a breach of ArtisTech Media's warranty herein provided, however, that in no event shall ArtisTech Media's total liability exceed the License Fee paid by Licensee hereunder.

7.2 Disclaimer. ArtisTech Media is acting on behalf of third party copyright owners and disclaims in connection with any Tracks(s) or Materials offered by the Site or otherwise any and all warranties of title, copyright infringement, merchantability or fitness for any purpose, application or condition of whatsoever nature without limitation.

7.3 Limitation of Liability. ArtisTech Media shall not be liable for any indirect, special or consequential damages including but not limited to loss of anticipated profits, in connection with or arising from this Agreement and shall not be liable for any loss, damage, claim or liability arising from or related to any software program, data errors, digital transmission errors, failures, interruptions or delays, regardless of cause.

8.0 Additional Restrictions and Rights.

Licensee acknowledges and agrees to the following restrictions and rights concerning use of the License conferred under this Agreement:

8.1 No Use Encouraging Illegal Activities. No uses encouraging or associated with illegal or illicit activities allowed.

8.2 Internet. The right throughout the Territory to fix and record the Tracks in any manner, medium, form, or language in synchronization or timed relation with the Project and to make copies thereof and of the Materials in the form necessary for transmission via the Internet by means of so-called real-time streaming or similar methods of interpreter program transfer; Save that such right shall exclude the right to include transfers via compiler programs or compressed methods (i.e. "batch" modes) or otherwise.

9.0 General.

9.1 Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered as follows (i) by email, (ii) by U.S. Mail (iii) by facsimile transmission, or (iv) by certified or registered mail, return receipt requested, five days after deposit in the mail.

9.2 Waiver and Severability. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provisions within the limits of applicable law or applicable court decisions.

9.3 Arbitration and Controlling Law. Any and all disputes that may arise between the Parties under or in connection with this Agreement shall be submitted (together with any counterclaims and disputes under or in connection with other agreements between the parties) to final and binding arbitration heard by a single arbitrator in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association (the 'AAA'). The arbitration shall be conducted in Los Angeles, California. All questions concerning the validity, operation, interpretation, and construction of this Agreement will be governed by and determined in accordance with the laws of the State of California.

9.4. **No Agency.** The relationship between ArtisTech Media and Artist is that of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties or to allow either party to bind the other or incur any obligation on its behalf.

9.5. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

9.6 **Assignment.** ArtisTech Media may assign this Agreement to any entity to which it transfers all or substantially all of its ownership interest, whether through merger, acquisition or sale of assets. Otherwise, neither party may assign, voluntarily, by operation of law, or otherwise, this Agreement without the other party's prior written consent, and any attempt to do so without that consent will be void. This Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

9.7 **Termination.** ArtisTech Media shall have the right to terminate this Agreement forthwith upon a material breach or attempted breach by Licensee of any of the terms and conditions hereof unless such breach is cured within thirty (30) days following written notice to Licensee thereof, except that Licensee's failure to pay the License Fee as required under the terms of Section 2 shall be deemed a material breach. Upon expiration or termination, Licensee shall have no further right to use the Tracks or the Materials and any further use thereof whatsoever shall represent an act of copyright infringement.

9.8 **ArtisTech Media's Sites.** ArtisTech Media reserves the right, at its sole discretion, to change, modify, add or remove portions of the Sites and/or to vary, suspend or discontinue any aspect thereof at any time. The Sites are protected by copyright as a collective work and/or compilation, pursuant to copyright law and Licensee may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as provided herein), create derivative works from, distribute, perform, display, or in any way exploit any ArtisTech Media Protected Materials in whole or in part.

9.9 **ArtisTech Media's Protected Materials.** ArtisTech Media Protected Materials and all rights therein, are protected by all applicable copyright laws, and are owned and/or controlled by ArtisTech Media or the party credited by ArtisTech Media as the provider thereof.

9.10 **Entire Agreement.** This Agreement is the entire agreement between Artist and ArtisTech Media, which supersedes any prior or contemporaneous agreement or understanding, whether written or oral, and any other communications between Artist and ArtisTech Media relating to the subject matter of this Agreement. This Agreement may not be changed orally, but only by a writing signed by both parties which specifically references this Agreement.

9.11 **Survival:** The provisions of Sections 2, 5, and 9 shall survive termination of this Agreement.

9.12 **Headings.** The headings herein are for convenience only and are not intended by the parties of or to affect the meaning or interpretation of this Agreement.

ARTISTECH MEDIA SCHEDULE "A" LICENSE INFORMATION

License type and track are specified in your PayPal Transaction. If you need more details, please contact ccMixer admins.

As a best practice, please include Attribution in your work in this example format:

Song Title
Artist and featured artist(s) names
Song URL on ccMixer
CC license type

Licensee is granted the License under this Agreement only to use the Track(s) in the Project in accordance with the terms and conditions of the license type purchased and this Agreement.

ALL RIGHTS GRANTED UNDER THIS AGREEMENT ARE NON-EXCLUSIVE.