

94twenty

TERMS OF SERVICE

As of _____, 94twenty ("We") and _____
("You"/"Your") agree as follows:

1. **Grant of Rights:** You grant 94twenty the exclusive right to license your songs and recordings ("Masters") listed on the attached Schedule A, as well as any Masters submitted to 94twenty during the Term, for synchronization in audio and/or audio-visual programs and mechanical reproduction on digital audio services ("License(s)"), including the following rights:
 - a. License 94twenty's or any of 94twenty's designated licensing agents' clients ("Client(s)") the right to synchronize the Masters within or in timed-relation to their audio and/or audio-visual programs and productions ("Synch Placement(s)");
 - b. License the right to digitally distribute the Masters on soundtrack or compilation albums connected to a Synchronization License;
 - c. Issue direct performance licenses as deemed necessary in the normal course of business;
 - d. Edit (or allow any Client authorized by 94twenty to edit) any licensed Masters without consulting You, provided that such editing does not fundamentally change the overall characteristic of the Masters;
 - e. Administer and collect all revenues derived from Licenses and pay You according to the terms of Paragraph 4 below; and
 - f. Use Your name, image, likeness, and/or biographical material as submitted or approved by You, as well as those of any of your writers and performers, to promote the Masters.
 - g. for the purposes of this agreement, the exclusivity provision [1] does not imply or demand total exclusivity, but rather shall mean during the term hereof, 94twenty and its Licensing Agents are authorized to administer and distribute works appearing on the Schedule A to a proprietary network of clients and prospective Licensees; Licenses granted as a result of 94twenty and its Licensing Agents administration and distribution are deemed "Exclusive".
2. **Term:** You agree that 94twenty will have one (1) year from this agreement date ("Initial Term") to license your Masters. After that, 94twenty will continue to license the Masters for additional one (1) year periods ("Renewal Term") unless You or We send written notice to the other requesting termination. The Initial Term or the Renewal Term will automatically extend to three (3) years for any Master connected to a Synchronization License with any Client ("Extension Term"). Beyond that, the term will automatically.

renew in successive one (1) year periods (“Post-Extension Renewal Term”) unless You or We send written notice to the other requesting termination.

3. **Territory:** 94twenty has the right to represent the Masters for the universe.
4. **Compensation:**
 - a. 94twenty will collect all License fees and pay You fifty percent (50%). For blanket licenses, 94twenty will pay You fifty percent (50%) of Your pro-rata share of any such blanket license fees.
 - b. 94twenty will collect one hundred percent (100%) of the publisher’s share of public performance royalties (from ASCAP, BMI, SESAC, etc., or “PROs”) generated from 94twenty's Synch Placements of the Masters in perpetuity. 94twenty will register the Masters with the PROs (for income tracking and payment purposes only) with prefixed titles that credit one hundred percent (100%) composer payment to the original composer(s) and one hundred percent (100%) publisher payment to 94twenty.
5. **Warranties and Representations:** You and We warrant and represent that:
 - a. You have the full right, power and authority to enter into and perform this Agreement and to grant all rights granted to 94twenty;
 - b. You own or control One Hundred Percent (100%) of the rights in and to any Masters submitted to 94twenty during the Term;
 - c. None of the Masters will copy or infringe upon any other material, or violate or infringe upon any rights of any other person or legal entity. You represent and warrant that any use authorized herein will not give rise to any claims of infringement;
 - d. You acknowledge that Your Masters were not recorded pursuant to any unions or guilds;
 - e. 94twenty warrants and represents that it has the full right, power and authority to enter into and perform this Agreement.
6. **Termination:** You or We may terminate this Agreement in writing to the other at least ninety (90) days prior to the effective date of any Renewal Term or Post-Extension Renewal Term. Upon Termination, 94twenty will have no rights to license any Masters, except We will have six (6) months to execute any licenses that have been pitched prior to the termination date (“Post-Term Period”). Also, any Masters included in a blanket license will remain part of this Agreement for the remainder of the then-current term of that blanket license. 94twenty will provide a list of those outstanding Masters pitched prior to the termination date, as well as any blanket licenses still in effect along with their expiration dates.

7. **Right to Negotiate:** 94twenty has the right to negotiate on Your behalf to place the Masters in any audio-visual medium at any price without prior consultation.
8. **Indemnity:** You hold harmless 94twenty and any of its successors or agents from any liability connected with a breach by You of any of the warranties or representations made by You in this Agreement. You will reimburse 94twenty for any direct damages caused by such breach and We can withhold payment of any money payable to You as will be reasonable to cover the cost of such damages.
9. **Schedule A:** This agreement only covers the titles listed on the Schedule A or Masters provided during to Term to 94twenty by You.
10. **Materials:** You will provide lyrics, AIFF or WAV files, instrumental mixes (if available), and the writers and publishers on Your Masters to 94twenty before 94twenty will begin to pitch the Masters.
11. **Accounting:** 94twenty will report to You on a quarterly basis and make payment to You no later than ninety (90) calendar days following the end of each calendar quarter in which License fees or payments are received for Your Masters.
12. **Miscellaneous:**
 - a. Neither You nor We will be deemed to be in breach of this Agreement unless the other is given written notice and fails to remedy the alleged breach within thirty (30) days following such notice.
 - b. This Agreement has been entered in and is to be interpreted in accordance with the laws of the State of Tennessee, and any legal action concerning this agreement will be heard in the State or Federal Courts located in Nashville, Tennessee.
 - c. This Agreement contains the entire agreement. If any provision is deemed invalid, the rest of this Agreement will remain in full force and effect.
 - d. 94twenty may assign this Agreement or any of its rights, in whole or in part, to any person or other entity.

Accepted and Agreed by you and 94twenty