

BLUE VISION MUSIC FIND-A-SONG SERVICE AGREEMENT

This Music Service Agreement (the "Agreement") is made on [Date] and is a legal agreement between you, [NAME], and Blue Vision Music, LLC ("BVM") and its affiliates. By signing this Agreement, you agree to be bound by the terms and conditions set forth below.

- 1. SERVICES.** Pursuant to the terms of this Agreement, BVM shall make samples of your sound recordings ("Samples" and "Recordings," respectively) and the musical compositions contained therein ("Compositions") made available through our Find-a-Song™ service (the "Service") to qualified producers and other third parties ("Licensees") consistent with approved license terms you provide to us ("License Options"). Samples, Recordings and Compositions must be owned or controlled by you to the extent necessary to grant rights to BVM under this Agreement.
- 2. DETAILS AND REQUIREMENTS**
 - 2.1.** Upon approval by BVM, a user name and password will be issued to you by BVM which will allow you to log into, and edit information in your online account ("User Account"). You will be required to enter certain information into your User Account, including, contact information, License Options, lyrics and keywords for searching for your Recordings ("Registration Information"). Your User Account will be activated on the date of receipt of your payment of the initial Set-up Fee (set forth in Section 5.1.1 below).
 - 2.2.** To submit a Sample to the Service, you must send a standard music CD version of the Recording to *Blue Vision Music Find-a-Song, 15419 Timber Hollow Trail, Fort Wayne, IN 46845*.
 - 2.3.** You shall be limited to submitting Samples and Recordings with content that is suitable for children, *i.e.*, that does not contain mature or lewd language, and is otherwise acceptable to BVM, in its sole discretion. BVM will determine the Samples and Recordings to be included in the database. BVM reserves the right to edit your keywords and to remove Samples that are inappropriate for the Service, as it deems appropriate in BVM's sole discretion.
- 3. YOUR LICENSE GRANT TO BVM**
 - 3.1.** You hereby grant to BVM a worldwide, non-exclusive license to:
 - 3.1.1.** use the Samples in the Service during the term of your use of the Service;
 - 3.1.2.** to negotiate and sublicense your Recordings and Compositions to Licensees pursuant to the execution of licenses consistent with the License Options you provide to BVM in your User Account.
 - 3.2.** During the term of this Agreement, you shall not negotiate with any party with which BVM is in negotiation on your behalf or which learned of your Recordings or Compositions through the Service. In the event you breach this non-competition provision, BVM shall be due the full BVM Commission (as defined below).
- 4. BVM'S RIGHT TO SUBLICENSE.** BVM will only sublicense your music pursuant to this Agreement with "family-friendly" license opportunities. By entering into this Agreement, you are granting BVM the right to negotiate on your behalf and grant Licensees limited rights to use your Recordings and Compositions, consistent with the License Options provided to BVM in your User Account. BVM shall have the right to grant Licensees non-exclusive licenses for the use of your Recordings and

Compositions, consistent with the License Options you provide and without your further approval. BVM must obtain your prior approval before granting any exclusive licenses for use of your Recordings and Compositions, whether such exclusivity pertains to media, product, territory or any other aspect of the license. If BVM is contacted for a licensing opportunity that is deemed not to be "family-friendly," BVM must contact you to gain permission for the use of your Recordings and Compositions.

5. FEES AND REFUNDS

5.1. BVM shall be compensated as follows for the Service:

- 5.1.1. **Set-up Fee.** A nonrefundable fifty-dollar (\$50) fee, payable once by you, at the time of registration.
- 5.1.2. **Sample Prep Fee.** A nonrefundable five dollar (\$5) fee payable by you for each Sample BVM prepares and uploads to the Service from your Recording or Sample provided as a hard copy.
- 5.1.3. **Additional Fees.** BVM reserves the right to add additional fees, with advance notice to you, if deemed necessary by BVM to ensure efficient service.
- 5.1.4. **Licensing Fees.** A forty percent (40%) commission ("BVM Commission") of the gross monies received through any license of your Recordings and Compositions to a third party through the Service for the life of such license, whether such monies are in the form of a flat license fee or royalties paid in the future ("License Fees"). Your share of License Fees collected by BVM shall be provided with an accounting on a biannual basis, to be paid within ninety (90) days after June 30 and December 31. BVM Commissions shall be deducted by BVM prior to payment being sent to you. In the event you are paid directly by third parties for any reason, BVM's share shall be due immediately upon your receipt of License Fees. The BVM Commission shall be due to BVM for a subsequent license granted by you to a third party within one (1) year after termination of this Agreement or within one (1) year from the date of removal of a Sample from the Service, whichever is later if: such license is granted to a party with which BVM had negotiated on your behalf or it otherwise can be determined that such license derived from your use of the Service.

6. TERM AND TERMINATION

- 6.1. BVM's right to use your Samples in the Service shall endure from the time BVM receives your Set-up Fee and Sample Prep Fee, until either you terminate the license with thirty (30) days notice via email sent to support@bluevisionmusic.com or BVM otherwise terminates this Agreement pursuant to the terms herein.
- 6.2. Notwithstanding the foregoing subsection, any licenses granted by BVM to Licensees pursuant to this Agreement shall endure for a term consistent with the License Options you have provided, and any BVM Commissions shall remain due until paid.
- 6.3. BVM reserves the right to terminate this Agreement at any time in whole or in part, if BMV determines that a Sample is inappropriate for the Service for any reason.
- 6.4. Either you or BMV may also terminate this Agreement if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days of being notified of such breach.

7. **RIGHTS IN SERVICE.** Title, ownership, rights, and intellectual property rights in and to the Service, the BLUE VISION MUSIC[™] and FIND-A-SONG[™] trademarks and any related documentation shall

remain the property of BVM and/or its licensors. The Service is protected by the copyright, trademark and other intellectual property laws of the United States and international copyright treaties.

- 8. DISCLAIMER OF WARRANTIES AND LIABILITIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BVM AND ITS AFFILIATES DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SERVICE. YOU MAY HAVE RIGHTS THAT VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.
- 9. LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY WHETHER IN TORT CONTRACT OR OTHERWISE SHALL BVM OR ITS AFFILIATES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. YOU ACKNOWLEDGE THAT, BY USING THE SERVICE, YOUR SAMPLES WILL BE PUBLICLY AVAILABLE. BVM SHALL USE REASONABLE MEANS TO ENSURE THE SECURITY OF THE SAMPLES, RECORDINGS AND COMPOSITIONS, BUT UNDER NO CIRCUMSTANCES WILL BVM BE LIABLE FOR THIRD PARTY INFRINGEMENT. FURTHER, IN NO EVENT SHALL BVM'S LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT EXCEED THE AGGREGATE FEES PAID BY YOU TO BVM PURSUANT TO THIS AGREEMENT. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- 10. WARRANTY, REPRESENTATION AND INDEMNIFICATION.** You warrant and represent that any materials you provide to us pursuant to this Agreement, including, without limitation, Samples, Recordings and Compositions, shall be owned or properly licensed by you and shall not infringe on the copyright, trademark or other intellectual property rights of any third party. You shall hold harmless, indemnify and defend BVM, its officers, directors, employees and affiliates, from and against any losses, damages, fines and expenses (including attorneys' fees and costs) arising out of your breach of this warranty or your violation of any terms of this Agreement.
- 11. PRIVACY.** BVM shall take reasonable steps to keep your personal information secure and shall not transfer your personal information to any third party, except as necessary to provide the Services and otherwise effectuate the terms of this Agreement. Notwithstanding the foregoing, BVM also shall have the right to transfer personal information with the sale or other transfer of all or a substantial portion of BVM's business assets.
- 12. MISCELLANEOUS**
 - 12.1. Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein and supersedes all other agreements and understandings between them whether oral or written. This Agreement shall not be modified or amended except in writing, signed on behalf of both parties.
 - 12.2. Governing Law and Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of Indiana without giving effect to the conflict of laws principles thereof. With respect to any dispute arising under or in connection with this Agreement, the parties hereby consent to the exclusive jurisdiction of the courts located in Indiana.
 - 12.3. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties, and their successors, assigns and representatives.
 - 12.4. Unenforceability of a Provision.** Should any provision in this Agreement be deemed unenforceable or illegal, such provision shall be severed from this Agreement, and the remaining provisions will continue in full force and effect.

- 12.5. Assignment.** This Agreement may be assigned by BVM as part of a sale to a third party of all or a substantial part of BVM's assets. Otherwise, neither party shall assign its rights in this Agreement without the consent and approval of the other party.
- 12.6. Independence of the Parties.** Nothing contained in this Agreement should be construed to mean that either party is a partner or employee of the other, or to create a joint venture or partnership. Neither party shall have the authority to make any agreement or commitment, or incur any liability on behalf of the other, and neither party shall be liable for any acts, omissions, agreements, commitments, promises, or representations made by the other, except as otherwise provided herein.
- 12.7. Force Majeure.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
- 12.8. Technical Support.** Technical support for the Service is available by contacting BVM at: *support@bluevisionmusic.com*.

IN WITNESS WHEREOF, the parties have fully executed this Agreement.

BLUE VISION MUSIC, LLC

By: _____

Print: _____

15419 Timber Hollow
 Ft. Wayne, IN 46845
 Phone: (260) 338-1414
 Fax: (260) 338-1707

Date Signed: _____

YOUR NAME

By: _____

Print: _____

Address: _____

E-mail: _____

Phone: _____

Fax: _____

EIN or SS# _____

Date Signed: _____