

## **CONTRIBUTOR AGREEMENT**

This Contributor Agreement, including any and all annexes, schedules, and exhibits attached hereto and/or incorporated by reference herein, and all other documents that are likewise incorporated by reference herein, (collectively, the "Agreement"), is a binding agreement between SF AUDIO GUILD, LLC (the "Company") and You, the Person, as that term is defined herein, who is seeking to register with the Company as a recognized and official "Contributor" (hereinafter, "You", or the "Contributor").

THIS AGREEMENT IS BEING PRESENTED TO YOU IN CONJUNCTION WITH AN APPLICATION TO THE COMPANY FOR YOUR CONSIDERATION TO BE REGISTERED AS A "CONTRIBUTOR", WHICH SHALL RENDER YOU ELIGIBLE TO RECEIVE "COMPENSATION" IN EXCHANGE FOR PROVISION OF "WORK(S)", AS THOSE TERMS ARE HEREIN DEFINED, SUBJECT TO ALL TERMS AND CONDITIONS SET FORTH BY THIS AGREEMENT AND FURTHER PROVIDED THAT YOU ASSENT TO AND COMPLY WITH ALL PROVISIONS THEREOF, INCLUDING ALL TERMS AND CONDITIONS OF THE PROVISIONS OF ALL ATTACHMENTS AND/OR INCLUSIONS BY REFERENCE.

BY CLICKING THE "ACCEPT" BUTTON YOU, THE CONTRIBUTOR, HEREBY: (A) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS AND CONDITIONS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF YOU ARE A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND HAVE UTILIZED A DULY-AUTHORIZED AGENT OR REPRESENTATIVE TO BIND YOURSELF, THE CONTRIBUTOR, TO ITS TERMS.

IF YOU, THE CONTRIBUTOR, DO NOT AGREE TO THE TERMS OF THIS AGREEMENT OR DO NOT MEET THE NECESSARY CONDITIONS OR REQUIREMENT TO ENTER INTO IT, THEN YOU MUST NOT CLICK THE "ACCEPT" BUTTON AND MUST NOT PROCEED WITH YOUR APPLICATION TO BE RECOGNIZED AS A "CONTRIBUTOR" BY THE COMPANY.

AS A MATERIAL CONDITION OF ENTERING INTO THIS AGREEMENT, YOU AGREE TO AND ASSENT TO BE BOUND BY ALL TERMS AND CONDITIONS SET FORTH IN THE [TERMS OF SERVICE](#), [END USER LICENSE AGREEMENT](#), AND [PRIVACY POLICY](#).

FURTHERMORE AND AS ANOTHER MATERIAL CONDITION OF ENTERING INTO THIS AGREEMENT, YOU AGREE TO AND ASSENT TO BE BOUND BY ALL TERMS AND CONDITIONS SET FORTH IN THE [COPYRIGHT LICENSE AGREEMENT](#) AND PROMISE TO COMPLETE AND SUBMIT AN EXECUTED COPY OF SUCH AGREEMENT TO THE COMPANY, AS WELL AS TO SUBMIT ANY AND ALL ADDITIONAL INFORMATION OR DOCUMENTS THAT THE COMPANY MAY, AT ITS SOLE DISCRETION, REQUIRE YOU OR ANY CONTRIBUTOR TO SUBMIT AT ANY TIME.

YOU AGREE THAT IF YOU FAIL TO COMPLETE OR SUBMIT THE [COPYRIGHT LICENSE AGREEMENT](#) THEN YOU SHALL NOT BE CONSIDERED A "CONTRIBUTOR" BY THE COMPANY AND SHALL NOT BE ENTITLED TO ANY PAYMENT, COMPENSATION, OR CONSIDERATION OF ANY KIND.

## **1. DEFINITIONS**

**“COMPENSATION”** : Once registered as a “Contributor”, You shall be eligible, but not guaranteed, to receive compensation for submission of Works to the Company, in such form, manner, and mode as Company may determine at its sole discretion. For the terms and provisions of this Agreement, all “Compensation” shall refer to such consideration as stipulated under Section 2 of the [COPYRIGHT LICENSE AGREEMENT](#), in its entirety and inclusive of all subsections. All terms and provisions thereof shall also apply to all “Compensation” referenced within this Agreement.

**“CONTRIBUTOR”** : A “Contributor” shall be any Person who (i) has submitted a request for registration as such to the Company; (ii) agrees to the terms and conditions of this Agreement, inclusive of all the incorporated terms and conditions of the [TERMS OF SERVICE](#), [END USER LICENSE AGREEMENT](#), and [PRIVACY POLICY](#); (iii) has assented to and delivered to a Company, a duly-authorized executed copy or original of [COPYRIGHT LICENSE AGREEMENT](#); (iv) has been approved as a “Contributor” by the Company, at its sole discretion, and (v) has received official notification from Company of such approval.

**“END USER LICENSE AGREEMENT”** : This term shall refer to that agreement of the same title located at <https://www.sfaudioguild.com/user-license-agreement.pdf>.

**“PERSON”** : For the intents and purposes of this Agreement, a “Person” shall constitute any individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

**“PRIVACY POLICY”** : This term shall refer to that agreement of the same title located at <https://www.sfaudioguild.com/privacy-policy>.

**“TERMS OF SERVICE”** : This term shall refer to that agreement of the same title located at <https://www.sfaudioguild.com/tos/>.

**“WEBSITE”** : This term shall refer to any content, functionality, and services offered on or through <https://sfaudioguild.com>.

**“WORK”** : All “Work” or “Works”, as the case may be, shall be as defined under Section 1.2 of the [COPYRIGHT LICENSE AGREEMENT](#).

## **2. ARBITRATION**

AT COMPANY'S SOLE DISCRETION, IT MAY REQUIRE YOU TO SUBMIT ANY DISPUTES ARISING FROM THIS AGREEMENT OR USE OF THE WEBSITE, INCLUDING DISPUTES ARISING FROM OR CONCERNING THEIR INTERPRETATION, VIOLATION, INVALIDITY, NON-PERFORMANCE, OR TERMINATION, TO FINAL AND BINDING ARBITRATION UNDER THE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION APPLYING FLORIDA LAW.

## **3. LIMITATION ON TIME TO FILE CLAIMS**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

#### 4. MISCELLANEOUS

- (a) Interpretation: For purposes of this Agreement, except where redundant: (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any and all annexes, schedules, or exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- (b) Choice of Law: All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Florida, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.
- (c) Force Majeure: Licensor will not be responsible or liable to Licensee, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, or Licensee equipment, loss and destruction of property, or any other circumstances or causes beyond Licensor's reasonable control.
- (d) Entire Agreement: This Agreement, including and together with any related attachments, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- (e) Severability: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- (f) Amendment and Modification: This Agreement may be unilaterally modified by the Licensor at any time. No waiver by Licensor of any of the provisions hereof shall be effective unless explicitly set forth in writing by the Licensor. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement

shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(g) Assignment: Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. Notwithstanding the foregoing, any merger, consolidation, or reorganization involving Licensee (regardless of whether Licensee is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement. No other delegation or transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 12(g) is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(h) Sole Benefit; No Third-Party Beneficiaries: This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(i) Waiver: As to the Licensor only, no waiver of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing by the Licensor. Except as may otherwise be set forth in this Agreement, no failure to exercise or delay in exercising any of the Licensor's rights, remedies, powers, or privileges arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any of the Licensor's rights, remedies, powers, or privileges hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege held by the Licensor.