

COPYRIGHT LICENSE AGREEMENT

This COPYRIGHT LICENSE AGREEMENT (the "Agreement"), dated as of such date as is further specified below in the terms set forth upon the Signature Page (the "Effective Date"), is hereby made by and between SF AUDIO GUILD LLC (Licensee"), a Florida Limited Liability Company with offices located at 7901 4th Street North, Suite 300, St. Petersburg, Florida, U.S.A., 33702, and:

("Licensor") ...

... a (circle one) INDIVIDUAL / ENTITY, with a (circle one) RESIDENCE / PRINCIPAL OFFICE located at:

WHEREAS, Licensor solely and exclusively owns or controls the Work (as defined below) and wishes to grant to Licensee a non-exclusive license to the Work, and Licensee wishes to obtain a non-exclusive license to the Work for the uses and purposes described herein, each subject to the terms and conditions as furthermore set forth herein,

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

LICENSE

1.1 **GRANT OF RIGHTS:** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee and its affiliates during the Term (as defined below) a non-exclusive, fully transferable, fully sublicensable, right and license to reproduce, publicly perform, display, transmit, and distribute the Work, including translate, alter, modify, and create derivative works of the Work, in any and all media whether now or hereafter known or devised and by any and all technologies and means of delivery whether now or hereafter known or devised for purposes of creating, distributing, promoting, and licensing and/or sublicensing audio content to third parties.

1.2 **THE WORK:** The "Work" is defined as:

- (a) Any and all audio files, the contents thereof, and any associated logos, trademarks, titles, descriptions, or other materials which are submitted to Licensee as part of Licensor's participation as a registered user of the Licensee's website and software services principally associated with the websites hosted under the domain "sfaudioguild.com".

1.3 **WAIVER OF MORAL RIGHTS:** Licensor hereby irrevocably waives and/or affirmatively represents, warrants, and guarantees that it has obtained an irrevocable written waiver by any and all creator(s) of the Work, to the extent permitted by applicable law, of all rights of paternity, integrity, attribution, disclosure, withdrawal, and/or any other rights that may be known as "moral rights" ("Moral

Rights") with respect to the use of the Work pursuant to this Agreement. To the extent that the waiver of this present Section 1.3 shall not be permitted by applicable law, Licensor hereby agrees that it shall not enforce such Moral Rights against Licensee and its permitted successors, licensees, and assigns, and, if applicable, hereby affirmatively represents, warrants, and guarantees that it has also otherwise obtained in writing, the affirmative and explicit agreement from all holders of such Moral Rights in the Work to refrain from enforcing such Moral Rights against the Licensee.

1.4 **SUBLICENSING:** Licensor hereby affirms that, pursuant to and in accordance with the terms of this Agreement, Licensee shall have the absolute right to grant licenses or sublicenses, as the case may be, of any and all of those rights granted to it by Licensor under Section 1.1, and shall have the explicit right to make such grants subject to the sole and exclusive discretion of Licensee and to the particular exclusion of Licensor's discretion, including, without limitation, with respect to: (a) the identity of any sublicensee; (b) the terms and conditions of all applicable licensee fees or royalty rates, if any; and (c) any other terms and/or conditions of any such sublicense as the Licensee shall thereby grant or impose pertinent thereto.

1.5 **PERMISSIONS:** Licensor hereby affirmatively represents, warrants, and guarantees that it has obtained from all persons and entities who are, or whose trademark or other property is, identified, depicted, or otherwise referred to or else utilized in the Work, such written and signed licenses, permissions, waivers, and consents, including those relating to publicity, privacy, or any intellectual property rights, as are or reasonably may be expected to be necessary in order for Licensee to exercise its rights in the Work as stipulated and set forth under this Agreement, without incurring any payment or other obligation to, or otherwise violating any right of, any such person or entity. Notwithstanding any contrary provision of this Agreement, Licensor affirmatively agrees that any breach of this Section 1.5 by Licensor shall be subject to the indemnity provisions of Section 5, "Indemnification", and that any such breach shall constitute a valid "Indemnifiable Claim" for which it shall owe an obligation of indemnity to the Licensee, in accordance with the terms and provisions of this Agreement, and in addition to any additional liability, monetary or otherwise, incurred as a result of such breach.

PAYMENT / CONSIDERATION

2.1 **PAYMENT AND COMPENSATION:** As payment and compensation for the Licensor's grant of a license in the Work pursuant to the terms of this Agreement, Licensee shall provide Licensor with a credit of "coins" or other virtual currency which is specific to Licensee's website and related software and which are only redeemable within those closed-community marketplaces created, facilitated, and/or officially affiliated by or with Licensee. The sole method of delivery and receipt of such payment or compensation shall be by and through an official account registered with Licensee's website, as shall be further specified and instructed to Licensor by Licensee. The amount of such "coins" or other virtual currency to be credited shall be determined on a case-by-case basis at the sole discretion and determination of Licensee and shall be based upon the quality and quantity of audio content contained in the Work. The terms of payment and compensation described herein shall be the sole and only form of payment, compensation, or consideration owed to Licensor by Licensee pursuant to this Agreement. However, and notwithstanding the foregoing, at any time Licensee may offer to Licensor, at Licensee's sole discretion, any additional payment or compensation as it may deem appropriate, including, without limitation, additional "coins" or other virtual currency, cash or money payments, free audio files or other digital assets, website perks or promotions, or the offer of additional prospective agreements or arrangements between the parties, whether in writing or otherwise. Unless otherwise specified, no other agreement shall be deemed to supplant or replace the terms or provisions of the present Agreement, especially with regards to payment, compensation, and/or consideration pursuant thereto, and no provision of additional compensation by Licensee shall constitute a waiver of any kind, especially with regards to the terms and provisions hereof.

2.2 CONSIDERATION IS GOOD AND SUFFICIENT: BY EXECUTING THIS AGREEMENT, LICENSOR DOES HEREBY ACKNOWLEDGE AND AGREE THAT THE PAYMENT AND COMPENSATION SPECIFIED IN THIS SECTION 2 SHALL BE THE ONLY AND SOLE PAYMENT AND COMPENSATION OWED TO IT IN EXCHANGE FOR THE GRANT OF A LICENSE PURSUANT TO THE TERMS OF THIS AGREEMENT AND DOES FURTHERMORE HEREBY ACKNOWLEDGE THAT, FOR ALL INTENTS AND PURPOSES OF THIS AGREEMENT, SUCH PAYMENT AND COMPENSATION UNEQUIVOCALLY AND WITHOUT QUESTION CONSTITUTES GOOD AND VALUABLE CONSIDERATION IN EXCHANGE FOR THE GRANT OF SAID LICENSE.

OWNERSHIP AND PROTECTION

3.1 ACKNOWLEDGMENT OF OWNERSHIP: Except for the licenses and rights expressly granted to Licensee in this Agreement, Licensee acknowledges that, as between Licensee and Licensor, all right, title, and interest in and to the Work are owned and/or controlled by Licensor. If Licensee acquires any ownership or controlling rights in the Work by operation of law or otherwise, Licensee hereby irrevocably assigns such rights to Licensor without further action by either party. Licensee agrees not to dispute, challenge, or assist any person or entity in disputing or challenging, Licensor's rights in and to the Work.

3.2 DERIVATIVE WORKS: Notwithstanding the foregoing, any derivative works, modifications, or improvements of the Work made thereto by Licensee shall NOT be deemed to be the property of Licensor, or deemed to be owned or controlled by Licensor, or to be otherwise subject to any right, title, or interest of Licensor EXCEPT for all those rights, titles, or interests already held by Licensor in or as to the Work at the time of the grant of the license or licenses under this Agreement AND/OR as may otherwise be set forth in writing by the Licensee at any time throughout the Term.

3.3 NOTIFICATION: Each party shall promptly notify the other party in writing and with reasonable detail of any: (i) actual, suspected, or threatened infringement of the Work; (ii) actual, suspected, or threatened claim that use of the Work infringes the rights of any third party; or (iii) any other actual, suspected, or threatened claim to which the Work may be subject.

3.4 ENFORCEMENT ACTIONS: With respect to any of the matters listed in the foregoing Section 3.3, Licensor has the first right, at its discretion, to enforce its rights in the Work, including to bring action with respect to any claims and proceedings. Notwithstanding the foregoing, if within thirty (30) days following Licensor's receipt of a notice pursuant to Section 3.3, Licensor does not initiate legal action with respect to any infringement, or if Licensor subsequently decides not to proceed with such action, then Licensee has the right, but not the obligation, to bring or take any such action as it determines is necessary in its reasonable discretion and/or business judgment, in order to halt any such infringement and/or to control the conduct of such enforcement action, including settlement.

3.5 EXPENSES: The party taking action against any claim or proceeding pursuant to the terms of this Section 3 in general (the "Enforcing Party") shall be responsible for the expenses of such enforcement action, including attorneys' fees, and the other party shall provide such assistance as may be reasonably requested by the Enforcing Party, at the Enforcing Party's expense, in connection with any such enforcement action (including being joined as a party to such action as necessary to establish standing). Any monetary recovery resulting from such enforcement action must first be used to pay the legal expenses of the Enforcing Party and then to reimburse any legal expenses incurred by the other party in cooperating in such action as requested by the Enforcing Party.

REPRESENTATIONS AND WARRANTIES

4.1 **MUTUAL REPRESENTATIONS AND WARRANTIES:** Each party represents and warrants to the other party that:

- (a) if not a natural person, then it is a duly organized and validly existing entity in good standing as a corporation or other entity as represented herein under the laws of its jurisdiction of incorporation or organization;
- (b) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;
- (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate/organizational/personal actions of the party; and
- (d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

4.2 **LICENSOR'S REPRESENTATIONS AND WARRANTIES:** Licensor represents and warrants that:

- (a) it solely and exclusively owns and/or controls the right, title, and interest in and to the Work in connection with Licensee's uses permitted hereunder;
- (b) the exercise by Licensee of the rights and licenses granted under this Agreement will not infringe or otherwise conflict with the rights of any other person or entity;
- (c) there is no settled, pending, or, threatened litigation, opposition, or other claim or proceeding challenging the validity, enforceability, ownership, registration, or use of the Work in connection with Licensee's uses permitted hereunder;
- (d) it has not brought or threatened any claim against any third party alleging infringement of the Work, nor, to its knowledge, is any third party infringing or threatening to infringe the Work;
- (e) notwithstanding any contrary provision of this Agreement, any breach of this Section 4.2 by Licensor shall be subject to the indemnity provisions of Section 5, "Indemnification", and any liability resulting from any such breach shall constitute a valid "Indemnifiable Claim" for which Licensor shall owe an obligation of indemnity to the Licensee, in accordance with the terms and provisions of this Agreement, and in addition to any additional liability, monetary or otherwise, incurred as a result of such breach.

INDEMNIFICATION

5.1 **LICENSOR'S INDEMNITY:** Licensor shall indemnify, defend, and hold harmless Licensee and its affiliates, officers, directors, employees, agents, sublicensees, successors, and assigns from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, fees, costs, or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or in connection with any third-party claim, suit, action, or proceeding relating to any actual or alleged: (a) breach by Licensor of any representation, warranty, covenant, or obligation under this Agreement; or (b) infringement or other violation of any intellectual property or other personal or proprietary rights of any person or entity resulting from the use of the Work by Licensee or any of its affiliates or sublicensees in accordance with this Agreement. This indemnification by the Licensor shall be the sole explicit indemnification guaranteed or stipulated by this Agreement.

5.2 **INDEMNIFICATION PROCEDURE:** The Licensee shall provide reasonable notice to the Licensor of any claims for which it is owed an indemnity obligation under the terms of this Agreement (each an "Indemnified Claim"). The Licensor shall then promptly assume control of the defense and investigation of the Indemnified Claim, with counsel of its own choosing, and the Licensee shall reasonably cooperate with the Licensor in connection therewith, in each case at the Licensor's sole cost and expense. In addition to the foregoing, the Licensee may participate in the defense of such Indemnified Claim, with counsel of its own choosing and at its own cost and expense. The Licensor shall not settle any Indemnified Claim without the Licensee's prior written consent (which consent may not be unreasonably withheld, conditioned, or delayed). If the Licensor fails or refuses to assume control of the defense of such Indemnified Claim, the Licensee will have the right, but not the obligation, to defend against such Indemnified Claim, including settling such Indemnified Claim after giving notice to the Licensor, in each case in such manner and on such terms as the Licensee may deem appropriate. Neither the Licensee's failure to perform any obligation under Section 5 in general, nor any act or omission of the Licensee in the defense or settlement of any Indemnified Claim, shall relieve the Licensor of its obligations under said Section 5, including with respect to any Losses, except to the extent that the Licensor can demonstrate that it has been materially prejudiced as a result thereof.

TERM AND TERMINATION

6.1 **TERM:** The term of this Agreement commences as of the Effective Date and, unless terminated earlier as provided herein, will remain in force in perpetuity and only until terminated.

6.2 **TERMINATION WITHOUT CAUSE:** Licensee may terminate this Agreement at any time and without cause by providing prior written notice to Licensor in accordance with the terms of this Agreement. Upon receipt of such notice, this Agreement shall be deemed immediately terminated.

6.3 **TERMINATION FOR CAUSE:** Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof. In no case shall a party be deemed to be in breach of this Agreement without being provided a period of thirty (30) days after receiving such notice in which to effectuate a cure of such breach.

6.4 **EFFECT OF TERMINATION:** Upon the expiration or termination of this Agreement for any reason, all rights licensed under this Agreement will revert to Licensor, subject to and only immediately upon the completion of the Wind-Down Period as expressly permitted below. In the event of such termination, Licensee shall retain all rights, remedies, powers, and privileges set forth, granted, and/or stipulated by the terms and provisions of this Agreement, for an additional thirty (30) days, during which time it shall conduct all reasonable activities at its sole discretion in order to effectuate its compliance with the termination of this Agreement and the termination of such rights, remedies, powers, and privileges granted to the Licensee thereby (the "Wind-Down Period").

6.5 **SURVIVING RIGHTS:** Notwithstanding the foregoing, at any point during the Wind-Down Period, the Licensee may initiate any legal action or other proceeding based upon a claim which is in turn predicated upon a right, remedy, power, or privilege granted by this Agreement and such right, remedy, power, or privilege shall be deemed to survive the termination of this Agreement, solely for the intents and purposes of such claim. Furthermore, any rights or obligations of the parties in this Agreement which, by their nature, should survive termination or expiration of this Agreement will survive any such termination or expiration, including, without limitation, those rights and obligations set forth in this Section 6 and those set forth in Sections 1.5, 3, 4, 5, and 7 (excluding, however, Section 7.4).

GENERAL AND MISCELLANEOUS

7.1 **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. Any reference to a whole-number section of this agreement shall incorporate, by reference, all subsections thereof. For example, "Section 2" shall refer to Sections 2.1 and 2.2, collectively.

7.2 **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.

7.3 **FORCE MAJEURE:** Neither party shall be held liable nor 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 a party's equipment, loss and destruction of property, or any other circumstances or causes beyond either party's reasonable control.

7.4 **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.

7.5 **SEVERABILITY:** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect the enforceability of any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

7.6 **AMENDMENT AND MODIFICATION:** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. 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.

7.7 **ASSIGNMENT:** Licensee may freely assign or otherwise transfer any or all of those rights granted to it under this Agreement, and/or delegate or otherwise transfer any or all of its obligations or performance pursuant to this Agreement, without Licensor's explicit consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns. With respect to the foregoing sentence, upon any merger, consolidation, or reorganization involving either party (regardless of whether such party is a surviving or disappearing entity) such merger, consolidation, or reorganization shall be deemed to be a transfer of rights, obligations, or performance in accord with and pursuant and subject to the terms and provisions of this Agreement

7.8 **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 will confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

7.9 **RELATIONSHIP OF THE PARTIES:** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party has authority to contract for nor bind the other party in any manner whatsoever.

7.10 **WAIVER:** No waiver by any party of any of the provisions hereof shall be deemed effective unless explicitly set forth in writing and signed by the party so waiving. Except as may be otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement, will 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 by an party hereto.

7.11 **ATTORNEYS' FEES:** In the event that any claim, suit, action, or proceeding arising out of or related to this Agreement is instituted or commenced by the Licensee against the Licensor, then, so long as the Licensee is the prevailing party thereto, the Licensee shall be entitled to recover its reasonable attorneys' fees and court costs from the Licensor.

7.12 **COUNTERPARTS:** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

7.13 **NOTICE:** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. In accordance thereto, each party hereby stipulates that it shall prefer notice to be sent to it at the following addresses:

LICENSOR

LICENSEE

Email: _____

Email: _____

Mail: _____

Mail: _____

SIGNATURE PAGE

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed as of the latest date attested to below (the "Effective Date") by affixing their corresponding and authentic signatures hereto, as signed by a duly authorized agent of each. By so doing, the parties hereby signal their intent to be bound by the terms and provisions contained herein, and by way of such execution do furthermore hereby each profess to have reviewed this Agreement carefully and to their satisfaction and so do thereby knowingly volunteer their assent thereto.

(1) LICENSOR

Licensor Name: _____

Signature: _____

Printed Name of Signatory: _____

Title (if applicable): _____

Date Signed: _____

(2) LICENSEE

Licensor Name: SF AUDIO GUILD LLC

Signature: _____

Printed Name: _____

Title (if applicable): _____

Date Signed: _____