



**SourceAudio LLC**

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WHEREAS, Licensee desires to license Musical Works from the Library for synchronization and/or use with Licensee's Podcast episodes comprising a Podcast series (“Podcasts”).

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed as follows:

1. **GRANT OF RIGHTS.** In consideration of the payment to Licensor in the monthly license fee amount for the corresponding subscription level chosen by Licensee, as defined on Schedule A (the “Monthly License Fee”), and payable upon the execution

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2. ~~TERM~~. This Agreement shall commence on the date of subscription for use of the Musical Works, and continue to automatically renew each month until terminated by either Licensor or Licensee by notice from one to the other.

3. ~~RSS FEED~~. Licensee shall provide Licensor with the RSS Feed associated with Licensee's Podcast(s) not later than thirty (30) days following Licensee's first use of the Library in a Podcast. Licensee understands that providing RSS Feeds information shall be a material term of this Agreement.

4. WARRANTY/INDEMNIFICATION. Licensor represents and warrants that it owns or controls the Library and has the right to grant all licenses for the use of the Musical Works as set forth herein. Licensor will indemnify and hold Licensee harmless from any and all claims, liabilities, losses, damages and expenses including reasonable, outside attorneys' fees and costs, arising from any breach by Licensor of its warranty hereunder, with the liability for any breach limited to the amount of consideration received by Licensor as the Monthly Licensee Fee hereunder.

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6. DEFAULT/CURE. In no event shall Licensee be deemed to be in breach of this Agreement, unless Licensee fails to cure such breach within thirty (30) days after receipt of written notice from Licensor of such breach (or ten (10) days in the case of non-payment), provided however, that if Licensee is more than five (5) business days late with payment more than twice in any two year period, Licensee shall be in breach without Licensor having to provide notice and an opportunity to cure. In such event, this Agreement shall automatically terminate unless Licensee is otherwise notified in writing by Licensor. Notwithstanding the foregoing, in the event that the Monthly License Fee is not paid pursuant to the terms of this Agreement, then this Agreement shall be null and void ab initio and any and all subsequent synchronized uses of any Musical Works in any and all of Licensee's Podcasts at any time shall be deemed unauthorized. Any such termination shall render the exhibition of the Musical Works as unauthorized uses, subject to the all rights and remedies provided by law, whether pursuant to the Copyright Act or otherwise.

7. TERMINATION. Upon termination of this Agreement, the rights granted to Licensee hereunder shall automatically revert to Licensor and any further use of the Musical Works shall be unauthorized, except, provided that the Monthly License Fee has

been paid in full, for those Podcasts in which any Musical Works from the Library were synchronized during the Term hereof, Licensee may continue to use, for the length of copyright in such Podcasts, the original Podcast as it embodies the Musical Works in the manner set forth under this Agreement.

8. **MISCELLANEOUS.** Licensor shall have the right to assign this Agreement in whole or part to any entity. This Agreement is being entered into and shall be construed in accordance with the laws of the State of California. The California State and Federal Courts will have exclusive jurisdiction of any controversies regarding this Agreement and any action or other proceeding involving such controversies will be brought in Los Angeles County. This Agreement shall be binding upon Licensor and Licensee and their respective successors and assigns. This Agreement sets forth the entire agreement between the parties and no modification, amendment, waiver, termination or discharge shall be binding unless confirmed by a written instrument signed by both parties. No waiver of any provision or of default under this Agreement shall affect the parties' rights thereafter to enforce such provisions.

## **SCHEDULE A**

### **MONTHLY SUBSCRIPTIONS & LICENSE FEE RATES**

#### **Basic**

Unlimited episodes of a single Podcast series may be produced each month for non-commercial use only. Commercial use voids the license.

## **Pro**

Unlimited episodes of a single Podcast series may be produced each month for commercial or non-commercial use.

## **Coupon**

Downloads granted by use of a coupon may be used in a single Podcast series for 30 consecutive days after the redemption of the coupon. After that, user must subscribe to continue to use the Library.

## **Custom/Multiple Podcasts**

Extended licenses granted under terms to be defined in a separate addendum.