

Agreement

- Terms of Agreement and Governing Law: The Agreement for Service (Agreement) is by and between Tree of Moreh Publishing, Inc, d/b/a OutboundMusic.com (Company), and Partner (Partner). For the purpose of this Agreement, Partner shall mean legal owner or the legal representative of the owner of all copyrights, trademarks and production masters of the "cataloged work" (Work). For the purpose of this Agreement, the Work shall include any music, lyrics, sound recordings, graphics, slogans and/or any other material that is uploaded to and/or entered into the Company website by the Partner. Partner grants Company a nonexclusive, global license to promote, publicly broadcast, encode, sell, license and distribute Cataloged Work according to the terms of the Agreement. Should a dispute arise between parties to this Agreement, the parties agree to arbitrate the dispute per the rules of the American Arbitration Association and to abide by the laws of the State of Texas. Agreement represents the full agreement between parties and no other terms apply to Agreement. For good and valuable consideration, parties have agreed to the following terms:
 - Company agrees:
 - a. To provide a single web page at the OutboundMusic.com site where Partner may include biographical information, photo, contact information, a list of cataloged work and the ability to stream the artist's cataloged musical work for public listening, and a list of any cataloged non-music merchandise (ie., band swag).
 - b. To consider placing single songs of the cataloged musical work in playlists being broadcast to the public from one of its internet radio channels.
 - c. To offer for sale, to distribute and collect monies for sales of all cataloged musical work and cataloged merchandise, including download sales where applicable.
 - d. That Partner may set the retail price for any amount over sixty cents (\$0.60) for any Work to be sold on the Company website.
 - e. That Partner may offer, if desired, cataloged work as a "free digital download".
 - f. To keep detailed tracking records of all sales.
 - g. To report music sales to Neilson Soundscan where applicable.
 - h. To keep detailed tracking records of all internet broadcasts of cataloged work being streamed through the Company's website.
 - i. To provide the Partner with a "Radio Dividend" based upon a percentage of revenue generated from radio advertisement sold by Company. Eighty-five percent of the revenue generated from advertising on Company's website will be distributed proportionately to any Partner whose music was streamed through the Company's website at the time of advertisement. This payment represents both the songwriting royalty and the song performance royalty. Fair distribution of these payments between songwriters, vocalists, musicians and any other entitled party will be the sole responsibility of the

cataloged Partner. Radio Dividends will be calculated at least twice annually. Radio Dividends earned will be paid via Paypal at the request of the Partner when a minimum balance of ten dollars (\$10.00) has been earned.

- j. That if one or more Company mobile device applications are developed and distributed, any or all of the services described under sections 2-a through 2-h may be included in some or all of those applications .
 - k. To collect on behalf of the Partner a combination songwriting-sound performance royalty from any affiliate broadcaster who has entered into a license agreement with Company to use Partner's musical Work. Company agrees to pay Partner 85% of royalty collected for Partner's musical Work. Such royalties earned will be paid via Paypal at the request of the Partner as outlined in section 2-i.
 - l. To pay Partner 85% of the retail price set by Partner for the sale of Partner's musical Work or merchandise. Sales earnings will be paid via Paypal at the request of the Partner as outlined in section 2-i.
 - m. To actively search for opportunities to license Partner's musical Work to film/tv or other revenue-generating source. Company agrees to contact Partner for permission and negotiation of terms before pitching any of the Partner's Work for such an opportunity.
 - n. Partner retains ownership of the copyrights and all other rights of the intellectual property furnished by the Partner for Company's use hereunder, subject only to the non-exclusive rights granted to Company under this Agreement.
 - o. Partner may grant similar rights to others during and after the term of this agreement.
 - p. Partner may terminate this contract by written notice at any time. Once written notice is received, OutboundMusic.com will remove the Partner's web page and cataloging information and will remove any songs from broadcast at the end of the running broadcast cycle (no longer than 30 days after termination notice). Upon termination, Company further agrees to pay in full any unpaid balance owed Partner.
 - q. To notify Partner of Amended Terms of this Agreement via email address provided by Partner.
- The Partner agrees:
 - a. That Company shall receive 15% of the retail price set by Partner for the sale of Partner's musical Work or merchandise for such sales consummated through the Company website or mobile application as compensation for services.
 - b. That Company shall retain 15% of radio advertising revenue.
 - c. That Company shall retain no more than 15% of the royalties collected from other broadcasters who broadcast music licensed through Company to cover administrative costs for that service.
 - d. That Company has the right to develop and distribute one or more OutboundMusic.com mobile device applications as outlined under section 2-j.

- e. To accept full responsibility for the distribution of any "Radio Dividend" or royalty payments received from OutboundMusic.com to the appropriate songwriters, vocalists, musicians or other entitled party.
- f. To provide Company with the merchandise necessary for catalog sales and broadcast preparation, in addition to the biographical information and photo necessary for the preparation of the Partner's OutboundMusic.com Internet web page.
- g. To provide an easily discernible Internet link from the Partner's web site, if possible, to the Partner's page on OutboundMusic.com and/or to the OutboundMusic radio station where Partner's music is broadcast
- h. To grant, or use their best efforts to cause to be granted, a gratis license for mechanical royalties for the use of Program in digital broadcast, transmission and/or download, if any, if such royalties might otherwise be due pursuant to 17 U.S.C. § 115 or any other international, federal, state, or local legislation, whether current or future.
- i. To make sure all information in Partner profile is up-to-date and accurate and that Partner email listed with Company is accurate.
- j. To indemnify Company in the event of any third-party liabilities incurred by Partner regardless of the source of the third-party liability, including "Radio Dividends" or royalty payments due to a third-party claim.
- k. Partner is above the age of 18 and is legally capable and competent to enter Agreement; or in the alternative Partner's legal guardian has entered into Agreement on Partner behalf.
- l. OutboundMusic.com has the right to terminate the Agreement at any time and at their discretion.