

Movementunes Digital Download Agreement

By allowing content to be posted on the www.movementunes.com website, content provider, artist and/or label has read, understood and agreed to the following terms:

This is a legal agreement between Movementunes, Inc., which owns and operates the music download service Movementunes.com, and any Artists/Music Labels (or any other content providers) who elect to offer their music for distribution on the Movementunes.com website in connection with digital download services provided by Movementunes.com. This Agreement constitutes the full Agreement between Movementunes, Inc. and the Artist/Labels or content providers. The parties hereto, intending to be legally bound, agree as follows:

ARTIST/LABEL TERMS OF USE FOR MOVEMENTUNES.COM

1. Services Provided by Movementunes.com.

Movementunes.com agrees to make music or other content created and/or recorded by Artist or Music Label or other content provider (hereinafter "Artist/Label") available on the Movementunes.com website for browsing and for downloading by users ("Users") at a purchase price to be set at the discretion of Movementunes.com. The agreed upon portion of the proceeds from each sale of Artist/Label's Music shall be collected by Movementunes.com, and turned over to the Artist/Label as set forth herein. Movementunes.com will make limited selections and/or excerpts of the Artist/Label's music available for Users to sample without charge. This service is offered only for Music that the Artist/Label has submitted to Movementunes.com.

2. Grant of Non-Exclusive License.

Artist/Label hereby grants to Movementunes.com a royalty-free, non-exclusive license to post the Music on the Movementunes.com website, and make portions thereof available for previewing by the public and for downloading for a fee described in Section 2 hereof. Artist/Label also grants to Movementunes.com a royalty-free, non-exclusive license to display Artist/Label's CD artwork.

3. Payments to Artist/Label.

From the collected proceeds of sales, Movementunes.com will pay to Artist/Label the following amounts:

- (a) 60% of all net proceeds from list price on the Movementunes.com site after credit or debit card transaction fees will be paid to Artist/Label.
- (b) Movementunes.com will make a payment to Artist/Label (a) within thirty (30) days of the end of each calendar quarter whenever the amount due to Artist/Label reaches \$20.00 or more.
- (c) The Artist/Label may, upon written request, examine the books of accounts of Movementunes.com insofar as they relate to their respective Music. Such examination shall be at

the Artist/Label's expense unless errors of accounting amounting to five percent (5%) or more of the total sums accrued to the Artist/Label shall be found to the Artist/Label's disadvantage, in which case the reasonable cost of the examination shall be borne by the Movementunes.com and payment of the amount due shall be made within thirty (30) days thereafter.

(d) Movementunes.com will directly pay Music Labels. Music Labels are 100% responsible for paying their Artists in accordance with their respective separate agreements. Movementunes.com bears no responsibility for Music Label's failure to pay their Artists or other third parties. Music Label will be responsible for any expenses arising from Artists or third parties under their Label filing actions against Movementunes, Inc. for lack of payment or inquiries thereto.

(e) Movementunes.com will directly pay Independent Artists. Independent Artists are 100% responsible for paying third parties (producers, writers, musicians, etc.) in accordance with their respective separate agreements. Movementunes.com bears no responsibility for the Independent Artist's failure to pay third parties. Independent Artists will be responsible for any expenses arising from third parties filing actions against Movementunes, Inc. for lack of payment or inquiries thereto.

4. Artist/Label's Representation as to Intellectual Property Rights.

The Artist/Label represents and warrants to Movementunes.com as follows:

(a) that Artist/Label is the true and rightful owner of, or is licensed or otherwise possesses legally enforceable rights to use, the registered and unregistered rights, titles, and interests in and to any United States or foreign trademarks, service marks, trade names, copyrights or other intellectual property rights relating to the Music and CD Artwork provided to Movementunes.com by Artist/Label under this Agreement, including but not limited to the right to reproduce, manufacture and otherwise use the Music and CD Artwork;

(b) that Artist/Label has conducted a thorough investigation as to the Music and CD Artwork concerning copyright infringement or other rights of third parties;

(c) that the execution and delivery of this Agreement or the performance by Movementunes.com of the obligations hereunder will not violate of any intellectual property rights of third parties;

and

(d) that no claims with respect to the Artist/Label's intellectual property rights or third party intellectual property rights in the Music and CD Artwork are currently pending, nor to the knowledge of the Artist/Label, are threatened by any person, nor, to the Artist/Label's knowledge, do any grounds for any claims exist.

5. Right of Refusal.

Movementunes.com reserves the right to decline to post any audio content an/or CD Artwork that it deems to be outside of site's theme, or to discontinue posting of such material without prior notice to Artist/Label. Artist/Label further represents that the content supplied to Movementunes.com is free from contamination, viruses, or metadata that could damage or infect the Movementunes.com website users who download music from Movementunes.com website.

6. Limitation of Liability and Indemnification.

Movementunes, Inc. shall not be liable for any consequential, indirect, incidental, special or punitive damages or losses of any nature (including, without limitation, lost revenues, profits or goodwill or damage to reputation) (collectively, "Consequential Damages") suffered by Artist/Label or anyone else, under any theory, whether foreseeable or unforeseeable, in connection with Movementunes.com's performance hereunder for any reason whatsoever, including without limitation, for any defects or errors in material or workmanship.

Artist/Label agrees to fully indemnify, defend, protect, and hold harmless Movementunes.com and its subsidiaries and their respective officers, directors, agents, affiliates, distributors, franchisees, and employees (collectively, "Indemnified Parties") against any liabilities, losses, claims, damages of any type or nature (including without limitation any consequential damages), causes of action, lawsuits, administrative proceedings (including interest from the date of such damages), and costs and expenses (including without limitation reasonable attorneys' fees and disbursements of every kind, nature, and description related to litigation, arbitration or otherwise) (collectively, "Damages") suffered, sustained, incurred or paid by the Indemnified Parties in connection with, resulting from, or arising out of, directly or indirectly (i) any claim, demand, proceeding, or lawsuit by a third party for any reason whatsoever arising from the music and CD Artwork provided by the Artist/Label under this Agreement, including without limitation any alleged negligence of Movementunes.com and any alleged violation of patent, copyright, trademark, trade secret, or other proprietary right of any third party, (ii) any breach of any representation or warranty of the Customer set forth in this Agreement, or in any other form or document in connection herewith, and (iii) any damage, virus or infection originating from Artist/Label's music that contaminates the Movementunes.com website.

7. Termination.

Movementunes, Inc. and the Artist/Label reserve the right to change, amend, and supplement this Agreement at any time through mutual agreement in writing by both parties. Movementunes.com shall undertake to notify Artist/Label of all prospective changes to the Agreement, by publishing or giving notice of those changes to Artist/Label through e-mail. In the event that Artist/Label disagrees with any such changes to the Agreement, Artist/Label should notify Movementunes.com at info@movementunes.com immediately to terminate this Agreement. Notwithstanding anything herein to the contrary, Movementunes.com shall have the right, with or without any cause or reason, to decline to post, or to discontinue posting, of any audio content and/or CD Artwork, without prior notice to the Artist/Label.

8. Force Majeure.

Neither party shall be liable for its failure to perform hereunder due to any contingency beyond the reasonable control, including, without limitation delays by subcontractors or suppliers. The party whose performance is preventing such contingency shall have the right to omit during the period of such contingency all or any portion of the quantity deliverable during such period, whereupon the total quantity deliverable under this Agreement shall be reduced by the quantity omitted. If due to any such occurrence, Movementunes.com is unable to supply the total demands for any Music or CD Artwork specified in this Agreement, Movementunes.com shall have the right to allocate its available supply among its customers in a fair and equitable manner.

9. Arbitration; Jurisdiction.

Any dispute, controversy or claim between Artist/Label and Movementunes.com arising out of or related to this Agreement or the breach, termination, or validity thereof shall be resolved by arbitration in Florida in accordance with the then prevailing Commercial Arbitration Rules of the American Arbitration Association (“AAA”) including, without limitation, all rules providing for interim measures (injunctive relief) if interim measures are required, and judgment upon the final and binding award rendered by the Arbitrator(s) may be entered and enforced as a common law award by any court having jurisdiction over the parties. Artist/Label agrees that Artist/Label will be subject to the exclusive jurisdiction of the State of Florida, and that any venue or forum outside of the State of Florida shall be deemed improper and non-convenient for any dispute between Movementunes.com and Artist/Label. Disputes involving claims for money damages in excess of Two Hundred Thousand Dollars (\$200,000) will be heard by a panel of three (3) arbitrators. In such cases, each party shall select one (1) arbitrator and the two (2) arbitrators so chosen shall select the third arbitrator. All other disputes will be heard by a single arbitrator. Movementunes.com and Artist/Label hereby consent to such venue and jurisdiction for dispute resolution hereunder. Artist/Label hereby waives personal service of any and all process upon it, and consents that all such service of process may be made by mail or messenger directed to it at Artist/Label’s e-mail address.

10. Governing Law.

This Agreement, and any controversy or claim arising out of or related to this Agreement, or the breach thereof, shall be governed by and construed according to the domestic laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction, including any jurisdiction outside of the United States of America) that would cause the application of the laws of any jurisdiction other than the State of Florida.