

1. DEFINITIONS

The Very Us Artists (VUA) – the NJ registered D.B.A. (doing business as) of John LaSala, with executive assistance of Kate Baldwin and Chris Torgersen. These individuals collectively are the VUA Staff.

Artist – individual or group submitting, contributing, performing, writing or designing Content for consideration of inclusion on VUA Products and Services

Content – master recordings, contributions, remixes, artwork, photographs, sound samples and the like.

Products and Services – digital downloads, CDs, CD packaging, any other means of packaging and distributing Content.

2. LIMITED LICENSE TO CONTENT

VUA claims no ownership interest in any of the Content (including, without limitation, master recordings, artwork and photographs) contributed by you to VUA, and the copyright to all such Content shall remain with its original owner.

By contributing Content to VUA, you warrant and represent that you own the Content contributed by you or otherwise have the right to grant the license set forth in this section, and that such Content does not violate the rights of any third party. VUA reserves the right to request mechanical licenses, permission to use or proof of Public Domain status. You agree to pay all royalties and fees owing to any person by reason of any Content you contribute to VUA.

In order to make it possible for VUA to produce the Products and Services, you hereby grant VUA a limited, non-exclusive, worldwide, license to use, reproduce, modify (for example, re-sizing of photos, remixing and/or encoding of audio or video files), transmit, publicly display, publicly perform and distribute any Content contributed by you, to publish and promote such Content in connection with the particular Products and Services, to publish and promote such Content on any other VUA website through links to VUA, and to sublicense such rights solely as necessary to provide the Products and Services. VUA website may contain links to third party websites where Users can purchase goods or services from third party merchants (“Merchants”). VUA waives all co-publishing and publishing (derived from written scores, sheet music, lead sheets, etc.) rights and royalties to any contributions submitted by Artist. The license shall remain in effect in perpetuity or until such a time that VUA is dissolved.

3. DISCLAIMER OF WARRANTIES

All express, implied, and statutory warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights, are expressly disclaimed to the fullest extent permitted by law. To the fullest extent permitted by law, VUA disclaims any warranties for the security, reliability, timeliness, and performance of the Products and Services. To the fullest extent permitted by law, VUA disclaims any warranties for other services or goods received through or received through any links provided in the Products and Services. You expressly understand and agree that VUA disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of

information or material in the Products and Services. VUA disclaims any responsibility for the deletion, failure to store, misdelivery, or untimely delivery of any information or material. VUA disclaims any responsibility or liability for any harm resulting from downloading or accessing any information or material through the Products and Services, including, without limitation, for harm caused by viruses or similar contamination or destructive features.

You understand and agree that any material downloaded or otherwise obtained through the use of the Products and Services is done at your own discretion and risk and that you will be solely responsible for any damages to your computer system or loss of data that results in the download of such material.

4. NO LICENSE; INTELLECTUAL PROPERTY OF VUA AND OTHERS

Except as expressly provided, nothing within any of the Products and Services shall be construed as conferring any license under any of VUA's or any third party's intellectual property rights, whether by estoppels, implication, waiver, or otherwise. Without limiting the generality of the foregoing, you acknowledge and agree that certain Content available through VUA and the Products and Services is protected by copyright, trademark, patent, or other proprietary rights of VUA and its affiliates, licensors including, without limitation, Artists.

5. INDEPENDENT PUBLICITY, PROMOTION AND MARKETING; LINKING TO VUA; USE OF LOGO

Artist is permitted and encouraged to further the VUA mission of cross-promotion through independent publicity and marketing with the following considerations.

When promoting, distributing, selling or giving away your VUA contribution outside the confines of a VUA Product or Service (i.e., personal website, demo CD, commercial CD, etc.), VUA must be credited with a reasonable mention. If online, a link to www.VeryUsArtists.com should be implemented.

VUA offers a non-assignable, non-transferable, and non-exclusive license to link to VUA web sites, using VUA logos, subject to the following provisions: VUA logos may be placed on a web site for the sole purpose of creating a link to VUA and allowing users of your site to access the Products and Services to VUA. VUA logos may only be used the exact size, shape, colors, design, and configuration as found on such web page. VUA logos may not be altered in any manner. VUA logos must appear by themselves, with reasonable spacing (at least the height of the logo) between each side of the applicable logo and other graphic or textual elements. VUA logos may not be used to disparage VUA, its Products or Services, or in a manner which, in VUA's reasonable judgment, may diminish or otherwise damage VUA's good will. By using any such VUA logo, you acknowledge that VUA has exclusive rights to the logo, and that all good will generated through your use of the logo will inure to the benefit of VUA. If you use VUA logos or reference VUA, you must include appropriate attribution or website linking, for example: "www.VeryUsArtists.com." VUA reserves the right to revoke this license or to alter its terms from time to time, for any or no reason, with or without notice. VUA reserves the right to take action against any use that does not conform to these provisions.

Artist must abstain from making available any contribution that is accepted for inclusion on VUA Products and Services for a minimum of six (6) months following the release date of VUA Products

and Services. This includes digital downloads, both for and not for profit, through third-party websites or personal websites. Streaming versions on personal websites are permitted (with mention of VUA), so long as the sound files themselves cannot be separately downloaded. For visual artists, accepted artwork may be displayed in galleries and art shows but may not be sold (whether originals or copies) within this 6-month period without prior written consent from VUA. Low resolution graphic files may be displayed on personal websites, also with mention of VUA as noted.

6. INDEMNITY AND RELEASE

By contributing to VUA you agree to indemnify VUA and its officers, employees, and licensors, and hold them harmless from any and all claims and expenses, including attorney's fees, arising from your use of the Products and Services, or your submission of ideas and/or related materials to. By contributing to VUA, using the Products and Services, or submitting any ideas and/or related materials to VUA, you are hereby agreeing to release VUA and its parents, subsidiaries, affiliates, officers, employees, and licensors from any and all claims, demands, debts, obligations, damages (actual or consequential), costs, and expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that you may have against them arising out of or in any way related to such disputes and/or to the Products and Services or to any disputes regarding use of ideas and/or related materials submitted to VUA. You hereby agree to waive all laws that may limit the efficacy of such releases. For example, you specifically agree to waive the provisions of California Civil Code Section 1542, which provides

"a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which is known by him must have materially affected his settlement with the debtor."

7. LIMITATION OF ACTIONS

You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, or relating to, your contribution to VUA or the Products and Services must be filed within one (1) year after such claim or cause of action arises, or forever be barred.

8. COPYRIGHT, TRADEMARK, AND PATENT NOTICES

All other marks that appear throughout the Products and Services belong to VUA, the Artists featured on VUA, or the respective owners of such marks, and are protected by U.S. and international copyright and trademark laws. Any use of any of the marks appearing throughout the Products and Services without the express written consent of VUA or the owner of the mark, as appropriate, is strictly prohibited.

9. INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS

It is the policy of VUA to respond expeditiously to claims of intellectual property infringement. VUA will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws. Upon receipt of notices complying or substantially complying with the DMCA, VUA will act expeditiously to remove any material claimed to be infringing or claimed to be the subject of infringing activity and will act expeditiously to remove or disable access to any reference or link to

material or activity that is claimed to be infringing. If any Artist is found to be using material without proper permission or license, as previously outlined in Section 2 of this Agreement, VUA reserves the right to claim lost wages, revenue and other damages resulting from the removal of said material, as it may result in unforeseen damages to other Artists and VUA.

Notices of claimed infringement should be directed to:

VUA
allofus[at]veryusartists[dot]com
Telephone: (732) 726-0819

Please put "Notice of Infringement" in the subject line of all such notifications.

10. ARBITRATION, GOVERNING LAW AND FORUM FOR DISPUTES

Unless expressly stated to the contrary elsewhere within the Products and Services, all legal issues arising from or related to the use of the Products and Services shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the Commonwealth of New Jersey applicable to contracts entered into and wholly to be performed within said state. Any controversy or claim arising out of or relating to these Terms and Conditions or any user's use of the Products and Services shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. Except as set forth above, the state and federal courts of New Jersey shall be the exclusive forum and venue to resolve disputes arising out of or relating to these Terms and Conditions or any user's use of the Products and Services. By using the Products and Services and thereby agreeing to these Terms and Conditions, users consent to personal jurisdiction and venue in the state and federal courts in New Jersey with respect to all such disputes.

11. CHANGES IN TERMS AND CONDITIONS AND CHANGES IN PRODUCTS AND SERVICES

VUA reserves the right to modify the Products and Services from time to time, for any reason, and without notice, including the right to terminate the Products and Services. VUA reserves the right to modify these Terms and Conditions from time to time, without notice.

12. NON-WAIVER AND SEPARABILITY

VUA's failure to exercise any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. If a court of competent jurisdiction holds any provision of these Terms and Conditions to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and agree that the other provisions of these Terms and Conditions remain in full force and effect.

13. RELATIONSHIP OF PARTIES

You acknowledge and agree that you and VUA are independent contractors under these Terms and Conditions, and nothing herein shall be construed to create a partnership, joint venture, agency, or employment relationship. Neither party pursuant to these Terms and Conditions has authority to

enter into agreements of any kind on behalf of the other and neither party shall be considered the agent of the other.

14. SUCCESSORS AND ASSIGNS

Without in any way limiting the prohibition on your resale, assignment, sublicensing, or other transfer of rights or obligations, these Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

15. TERMINATION; SURVIVAL

These Terms and Conditions shall continue in effect for perpetuity, unless specifically terminated earlier by VUA or VUA dissolves. All provisions of these Terms and Conditions which impose obligations continuing in their nature shall survive termination of these Terms and Conditions.

16. COMMUNICATIONS WITH USERS

You consent to receive communications from VUA. You consent to receive Communications electronically. VUA may provide these Communications to you by sending an e-mail to the e-mail address you provided or by posting the Communication to the VUA website. Contracts and communications may be sent via e-mail with digital signatures and shall be considered originals and legally binding as mailed, hard copies.

17. COMPENSATION, ROYALTIES AND FREE PRODUCT

Artist will receive one "Artist copy", a complimentary complete Product (one per Artist, maximum 3 per Product release. It is solely the responsibility of the Artist to advise and submit their contribution to their PRO (BMI, ASCAP, SESAC) in the event of royalties payable from public performance. VUA will pay royalties per contribution as outlined. The final materials (high-resolution image, sound, etc. files) for each contribution must be accompanied by a signed "CONTRIBUTOR PERMISSION FORM," which will be sent to the Artist upon acceptance of each submission.

Royalties will be paid on net income (after VUA's production costs) received by VUA from sales, digital and otherwise, not including promotional and Artist copies after 24% withholding which is divided among VUA Staff & employees. The remaining 76% net amount will be paid out as follows:

- For physical albums, net 76% will be divided into "shares," each Artist's contribution typically equaling 5 shares. For example, on an 7-track album where each Artist receives five shares, there is a total of 40 shares (7 music Artist plus 1 album cover Artist), and so each will receive 9.5% of the net proceeds:

$$76\% / 40 \text{ shares} = 1.9\% \text{ per share} = 9.5\% \text{ per contribution}$$

- For each digital download, net 76% will be divided by the total album shares plus 5 "download shares". Each Artist receives these additional download shares when their contribution is downloaded. For example, if an album has 8 total contributing Artists (7 music Artist plus 1 album cover Artist), when one of the music Artist's contributions are sold as a digital download, the Artist will receive 10 shares in the royalty calculations. For an album that has 7 tracks (8 total Artists), the

downloaded Artist will receive 16.89% of the net proceeds and the remaining 7 Artists will each receive 8.44%.

$$76\% / 45 \text{ shares} = 1.69\% \text{ per share} = 8.44\% \text{ per contribution}$$

Royalties will be paid annually, either through PayPal or paper check. Checks will be issued only if a minimum amount of \$25US amount payable has accrued, unless accrued amount has been pending for 3 years. There is no minimum amount for a PayPal deposit. Artists reserve the right to review accounting within 6 months of receiving royalty payment. Changes to payment method must be received in writing.

Please initial one of the following:

I select _____ PAYPAL (must maintain a valid e-mail address and PayPal account)

_____ PAPER CHECK made payable to _____

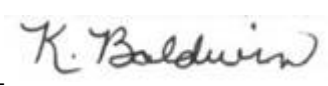
and mailed to (address) _____

as my royalty payment method.

Artist/Representative Printed Date

Artist/Representative Signature

_____ Kate Baldwin _____
VUA Representative Printed Date

_____  _____
VUA Representative Signature