

Thank you for your interest in working with **Pump Audio** to earn money through the licensing of your musical material. The License Agreement that you are being asked to sign and return to Pump Audio is a legal document that gives Pump Audio the right to permit third parties to use your material, and requires Pump Audio to pay you for any such use. In order to help you better understand what the Licensing Agreement is about, set forth below is a brief summary of the major provisions:

- 1.** You authorize Pump to permit third parties such as advertisers, television, cable and radio producers and programmers, Web site designers and other creative types in the various media ("Users") to use your musical tracks, on a **non-exclusive** basis unless otherwise agreed, in synchronization with radio, cable, television, motion pictures, websites, Internet or other visual or audio alone program, promotion, information, entertainment, or advertising material or service. The License Agreement does **not** grant to anyone the right to make or sell records of your music.
- 2.** As part of the Agreement, you give Pump Audio your permission to register your songs in the form licensed by Pump with performing rights societies and to collect, subject to any interests of third parties, and distribute to you the performance royalties they generate for specific uses -- **i.e. only for the licenses Pump Audio has generated.** Any use of your licensed material in broadcast, cable, or certain Internet transmissions will entitle you to certain performance royalty payments from your respective performing rights society such as ASCAP (www.ascap.com), BMI (www.bmi.com) or SESAC (www.sesac.com), if you are a member of one of these performing rights societies, which we strongly urge you to become, in order to collect those fees. Pump will monitor each such licensed use and calculate, collect (other than the so-called "writer's share"), and pay over to you your share of any resultant performance monies resulting from use of master sound recordings in qualifying digital transmissions.
- 3.** You agree that the Masters you submit will be available to be licensed until the June 30 or December 31 first following the date one (1) year after you sign the License Agreement, and that Pump may continue to try to make your music work for you after that unless you send a letter terminating the Agreement, provided that if your material is loaded into a PumpBox hard-drive, termination cannot be earlier than the June 30th or December 31st following sixty (60) days after the period of two (2) years from the most recent delivery of such a hard-drive to a user. The period of time for which a User has the right to use your music may vary from several weeks to much longer time periods.
- 4.** You do **not** give up any part of the ownership or copyright of the master recordings or the musical compositions: you are only granting the non-exclusive right to use the material.
- 5.** You will receive Fifty percent (50%) of the license fees that Pump Audio receives from anyone for the use of your material. Pump Audio will use its business judgment to set competitive rates based on the type of use, the frequency and duration of the use, and the size of the relevant market. As you can see, the more Pump Audio can make, the more you can make. Payments will be made twice a year, and you have the right to audit Pump Audio's books and records as they relate to you. Payment will be made when the amount due equals or exceeds \$25.00, or after four accounting periods, whichever comes first.
- 6.** Users will be allowed to edit the music to a degree and use a portion thereof for their particular use.
- 7. You are asked to confirm that all of the songs you submit are original to you and/or controlled by you, and if anyone else successfully proves in a legal proceeding that they in fact wrote them, you will pay for any losses suffered as a result.**
- 8.** Exclusive licenses will be granted only with your express approval.
- 9.** Pump Audio does not pay you for transmitting your material to a User to audition via the Internet or otherwise: payment is due when the User actually licenses the material.

AFTER READING THE LICENSE AGREEMENT, PLEASE FOLLOW THE STEPS BELOW AND ON THE FOLLOWING PAGE:

Please note: you need to print 2 copies of the License Agreement. (One is for you to keep, the other is to be completed and sent to Pump Audio with your music submission.)

1. Licensor Confirmation and Information Sheet (p. 11): We cannot process your material without the information and signature(s) on this page and on the Signature Page (p. 12) that follows. Fill in the date and all of your contact info (name, email, phone, address, etc.) where indicated. This person will be the primary contact for all communication unless you indicate another contact on the Secondary Contact and Classification Sheet (p. 13).

It is imperative that you include the name and Social Security number of the person to whom checks will be made payable. This can only be one person.

2. Signature Page (p. 12): **Everyone** who has any **claim to ownership** of the copyrights (i.e. writers, publishers, master owners) **MUST** print and sign this page and include what role they play in this submission (i.e. writer, publisher, master owner) as well as any performing rights society (PRS) affiliation and CAE/IPI# (your international unique identifying number assigned by your society - NOT your "member number").

Without signatures from every person with any claim to the copyright or master, Pump cannot legally consider those songs for licensing.

3. Secondary Contact and Classification Sheet (p.13): You can assign one of these people to be your primary contact for Pump Audio if desired (the person we call with questions, opportunities, etc.), please check the proper box where indicated, otherwise they will be treated as your secondary contact. The three questions following the contact information help us to classify your music and improve our service.

4. Submission Schedule (p.14): This page is imperative, as it lists for us the tracks that you agree to license to Pump Audio. **Do not include tracks on the schedule that we cannot license.** This schedule allows us to be able to classify your music, as well as submit the necessary information for your performance royalties, where applicable. You will not be paid by BMI or ASCAP or others for broadcast and performance uses unless you are a member.

All writers and publishers listed on this sheet must match the Signature Page (p. 12), songs with missing signatures will NOT be considered for licensing.

5. Performers Schedule (p.15): Every performer of every song you're submitting for licensing must be listed on this page in order to ensure proper performer royalties are distributed. Performers do not have to have a claim to the copyright to be listed.

6. Lyric Theme Classification (p. 16): For all songs being submitted that contain lyrics, please indicate the overall lyrical theme of the song. This aids us in properly classifying your lyrical content.

(Delivery instructions continue on the next page)

7. Return the above mentioned six pages (pp. 11,12,13,14,15,16), along with your CD submission. Please include additional pages (i.e. Submission Schedules, Lyric Theme Classifications, etc...) as needed.

8. CDs should be sent in a padded envelope to us at the following address (please, no COD deliveries—they won't be accepted):

**Catalog Submissions
Pump Audio LLC
PO Box 458
Tivoli, NY 12583**

***** (Please write the genre(s) of your music in large letters on the outside of your envelope/pkg!)**

***** Important:** Please send broadcast quality, 16bit, 44.1khz audio files (CD standard) only, **DO NOT send us audio that has been compressed (i.e. converted to mp3's)** in any way during any stage; it will not be used. DO NOT send CDRoms, audio CDs only.

Remember to print an extra copy of the entire agreement to keep for your records.

Any incomplete License Agreement received will only serve to delay your opportunity to get your music out there and get paid.

REMEMBER: the music you submit must be your own and CANNOT contain loops and/or samples for which you have not obtained written permission and clearance. If there are samples for which you HAVE received permission, you will need to have all of the copyright owners sign this License Agreement in order for your music to be eligible for Pump Audio's catalog.

Again, thank you for your interest in Pump Audio, and we look forward hearing your music.

AGREEMENT between Pump Audio LLC, PO Box 458, Tivoli, NY 12583 ("Pump") and the person or persons ("Licensor") named on the Licensor Information and Confirmation Sheet attached hereto and made a part hereof. This Agreement is made as of the date set forth on said Licensor Information and Confirmation Sheet.

WHEREAS, Licensor is the owner of certain musical compositions and sound recordings embodying said compositions, and Licensor wishes to permit Pump, on a non-exclusive basis, to make these recordings available to be used by identified third parties pursuant to a license granted by Pump via the Internet and other broadcast, transmission and distribution means and media, such that Licensor will receive compensation for such use; and

WHEREAS, Licensor wishes to enter into an agreement with Pump pursuant to which Pump shall administer certain of Licensor's rights based on Licensor's interest in those Masters and Compositions listed on the Submission Schedule attached hereto, so that at such time as Pump has granted a license for a particular use (each a "Licensed Use") to one or more third parties with respect to a Master and Composition (each Composition subject to a Licensed Use, hereinafter a "Licensed Song"), Pump shall administer and collect those revenues resulting from each such Licensed Use, including any and all monies (other than the so-called "writers share") paid by the relevant performing rights society or organization; and

WHEREAS, Pump possesses and will continue to develop a business network and technological facility that will permit Pump to make Licensor's recordings available to identified third parties, to be used in a specific and limited manner, on a compensation basis, and to administer and collect revenues resulting from each Licensed Use; and

WHEREAS, Licensor wishes to license certain musical compositions and sound recordings to Pump, and to permit Pump to sub-license said compositions and sound recordings to third parties, such that Licensor and Pump shall receive compensation as the result of such sub-licenses, and to permit Pump to administer and collect revenues resulting from each Licensed Use:

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, it is hereby agreed by the parties hereto as follows:

1. Grant of Rights. Licensor hereby grants to Pump the non-exclusive right, privilege and license, during the Term of this Agreement in the Territory, to permit third parties to audition, via the Internet or otherwise, Licensor's sound recordings, and to provide copies of the Masters, as defined in Paragraph 17(d) below and identified on the Submission Schedule attached hereto, via digital transmission or other prerecorded format, or any other medium now known or hereafter devised, to third parties, and to grant to such third parties (hereinafter "Users") the non-exclusive right, privilege and license, during the Term of this Agreement in the Territory, to couple and/or synchronize the Masters, including the Composition(s) embodied therein, and to reproduce and make copies thereof, with visual images and to use the Masters and Compositions as so coupled or synchronized, or to use the Masters and Compositions on an audio-only basis, over the Internet or in connection with any other broadcast, transmission, performance, exhibition or distribution means or media, or media product, now known or hereafter devised, including but not limited to broadcast and cable television, motion pictures, Internet and websites, as part of advertising, promotion, information or entertainment services, or program material, or as so-called "ring tones," "master tones," "ringback tones," or similar audio segments in connection with wireless devices, for a period of time agreed to by Pump and User in the limited manner and on the terms and conditions set forth in this Agreement and/or a separate agreement between Pump and said third party Users.

2. Pump's Right to Administer. Effective upon execution hereof, Pump shall have the exclusive right, subject to granted interests, to administer and permit the exploitation of Licensor's entire interest in each Licensed Song and related Master pursuant to the subject Licensed Use throughout the world, to publish, use and license the Licensed Song and related Master, including public performance, synchronization and duplication uses, to execute in Licensor's name or stand any license and global international agreements affecting the Licensed Song and related Master in connection with the Licensed Use, during the Term, as defined below, and to collect, subject to any interests of third parties, all gross receipts payable to Pump earned by and derived from the Licensed Song and related

Master pursuant to or as a result of use contemplated by the Licensed Use (excluding the so-called “writer’s share” of publishing monies from public performance fees), in perpetuity, and to assign in the normal course of business or license such rights to third parties, subject to the terms and conditions set forth herein. Pump shall have the right to grant one (1) or more Licensed Uses with respect to each Licensed Song during the Term. Upon termination or expiration of this Agreement, Pump shall no longer have the right to grant to any third party permission for a new Licensed Use with respect to any Composition; provided, however that the term of use of any Licensed Song and related Master, as well as the right of Pump to administer and collect with respect to the Licensed Use of said Licensed Song and related Master, shall be as set forth in the respective license governing the Licensed Use, and is separate and apart from the Term of this Agreement. Nothing contained herein shall grant to Pump the right, or create the obligation on the part of Pump, to administer any use of any Composition, including a Licensed Song, other than in connection with a Licensed Use.

3. Term; Territory. The term of this Agreement (“Term”) shall be for a period commencing as of the date of this Agreement and ending on the June 30 or December 31, whichever occurs first, following sixty (60) days after the date on which Pump receives written notice from Licensor notifying Pump that this Agreement is to be terminated, which notice (“Termination Notice”) may be delivered to Pump at any time subsequent to **one (1) year** after the date of this Agreement; provided, however, that in the event Pump shall include a Master in the sound recordings loaded into its most recent version of the computer hard drive units, including units referred to as the PumpBox, a Termination Notice may be delivered to and binding upon Pump only after **two (2) years** from the date such version is delivered to Users. Upon effective receipt of the Termination Notice as provided above, the Masters shall be promptly removed from Pump’s catalogue. Licensor acknowledges and agrees that until such time as said Masters are removed from Pump’s catalogue, any uses made of one or more Masters subsequent to the date of delivery of a Termination Notice may be made pursuant to the relevant license granted by Pump at the rate of consideration set forth in such license. The territory (“Territory”) subject to the grant of rights provided for in this Agreement shall be the world.

4. Reservation of Rights. All rights which are not expressly granted by Licensor to Pump pursuant to this Agreement are specifically reserved by Licensor. Notwithstanding the foregoing, nothing contained in this Agreement shall be deemed to permit Pump or any designee, assignee or licensee of Pump to manufacture Records embodying one or more of the Masters.

5. Retention of Ownership in Masters and Compositions. Except as expressly set forth in this Agreement, nothing contained herein shall be deemed to convey to Pump or to any designee, assignee or licensee of Pump any interest, including copyright, in or to the Masters or the Compositions, and the Masters and the Compositions shall be the sole property of Licensor or members of Licensor.

6. Right to Edit and Alter Masters. Licensor hereby agrees that any User may use less than an entire Master, and may edit, loop, enhance, or modify the sound recording and therefore the Composition embodied in the Master, provided that any such change shall not alter the fundamental character of the portion of the Master being used, and any such change shall not give rise to any ownership rights or claims, including copyright, on the part of the User in or to the resultant sound recording or underlying Composition. Each member of Licensor and signatory hereto accepts and agrees that with respect to any Licensed Use, including those in a foreign territory outside of the United States, such changes or alterations may be made without their approval .

7. Mechanical License; Performance Royalties. Licensor hereby waives (i) any mechanical license fee which might otherwise be payable as the result of any use, including duplication, of all or a part of the Masters by Pump or by any User in connection with auditioning of Masters, and (ii) any performing rights fee which might otherwise be payable as the result of any electronic transfer or transmission or other performance or distribution in connection with an audition of all or a part of the Masters to any User by Pump; provided, however, that nothing contained in this Agreement shall be deemed to constitute a waiver of any fee which shall become due and payable to the relevant performing or other rights society, such as ASCAP, BMI, SESAC, or collection agency, as the result of any use of a Composition or Master by a User, unless Pump shall have issued a direct license with respect to certain

of the public performance rights in any Licensed Song and related Master. Licensor hereby agrees that Pump may use all or a part of the Masters and Compositions in connection with the promotion of Pump and its artists without any payment to Licensor.

8. Compensation to Licensor for Licensed Use. (a) Pump hereby agrees to pay to Licensor, as provided in Paragraph 13 below, Fifty percent (50%) of the amount of any license use fee received by Pump with respect to any license granted by Pump for the use of a particular Master and Composition, with the amount to be charged to a given User to be based upon the type and frequency of the particular use, the amount (running time) of music being used, and the estimated size of the market in which the Master will be exploited, and other relevant factors, as determined by Pump.

(b) Notwithstanding anything to the contrary set forth in Paragraph 1 above, if requested by a potential User, Pump may grant the right, privilege and license set forth in this Agreement to a User with respect to a Master on an exclusive use basis. Any such use on an exclusive basis may only be granted after Pump receives the express approval of Licensor.

9. Collection of Gross Administrative Receipts. Pump shall collect all Gross Receipts earned by and derived from the Licensed Song and related Master pursuant to or as a result of the use contemplated by any Licensed Use in perpetuity. "Gross Receipts" is defined as any revenue derived from the Licensed Song and related Master during the Term less amounts paid to or deducted by foreign subpublishers, sublicensees, agents, collection agencies and local performing and mechanical rights societies. Gross receipts shall include, without limitation, mechanical royalties, synchronization fees, print income and the public performance income resulting from the Licensed Uses, including, at the option of Pump, the so-called "publisher's share" of public performance income, from which Pump shall pay Writer's Revenue, as defined below.

10. Allocation of Publishing Receipts. (a) For its services hereunder, Pump shall retain and be paid Fifty percent (50%) of the Gross Receipts derived from the Licensed Song and related Master pursuant to or as a result of the use contemplated by the relevant Licensed Use for the life of the subject use.

(b) Licensor shall be paid by Pump Fifty percent (50%) ("Writer's Revenue") of the Gross Revenues paid to Pump as a result of Licensor's interest in the Licensed Song and related Master pursuant to or as a result of the use contemplated by the relevant Licensed Use for the life of the subject use. Pump shall not be responsible for the payment of any third party payments, including but not limited to songwriter royalties, with respect to any subject Licensed Song, and Licensor shall only look to those payments from Pump specifically provided for herein.

11. Warranties and Representations of Licensor. Licensor, and each member of Licensor, and each signatory hereto, warrants and represents that:

(a) they are under no disability, restriction or prohibition, whether contractual or otherwise, with respect to (i) their right to enter into this Agreement, and (ii) their right to grant the rights granted to Pump hereunder.

(b) Pump shall not be required to make any payment of any nature for, or in connection with, the acquisition, exercise or exploitation of rights by Pump pursuant to this Agreement, except as specifically provided herein.

(c) Neither the "Materials" nor any use of the Materials by Pump or any User will violate or infringe upon any common law or statutory rights of any third party, including, without limitation, contractual rights, copyrights and rights of privacy. No Person other than Licensor or members of Licensor or Persons who are signatory parties to this Agreement has or have any right, title or interest, including copyright, in or to the Masters or any of the Compositions. **Every Composition provided to Pump hereunder identified on Schedule A hereto and subject to this Agreement is original material, and no Person other than one (1) or more members of Licensor wrote, or owns or controls, any of the Compositions.** "Materials" as used in this subparagraph means any musical, artistic and literary materials, ideas and other intellectual properties, furnished or selected by Licensor and contained in the Masters.

(d) All of Licensor's and the members of Licensor's and signatory Persons' representations and warranties shall be true and correct upon execution of this Agreement and upon delivery of each Master subject to this Agreement.

(e) During the Term, neither Licensor nor any member of Licensor shall enter into any agreement which would interfere with or prohibit the exercise by Pump of the rights granted hereunder.

(f) Each party hereto gives the other the equal benefits of any warranties which it has obtained or shall obtain under any agreement affecting any Licensed Song, including songwriters' contracts.

(g) Neither Licensor nor any member of Licensor shall communicate with any User or any of its agents, including advertising agencies, in connection with any Composition or Master.

12. Rights to Names and Likenesses. Licensor hereby grants to Pump the right to use and the right to permit others to use the names, likenesses of and approved biographical materials concerning the performers who recorded the Masters, and the writers or composers of a Licensed Song, for advertising and trade purposes solely in connection with the use and exploitation of the Masters and any Licensed Song as set forth in this Agreement.

13. Statements and Payments. (a) Pump shall compute and pay royalties due to Licensor hereunder within sixty (60) days following June 30 and December 31, respectively, in each case with respect to monies actually received by Pump during the immediately preceding six (6) month period in connection with the use of any Masters then determined by Pump in good faith to be entitled to payment, such payments to be accompanied by a statement setting forth the source of such royalties. Pump shall be under no obligation to render any statement or make any payment until such time as the royalties due Licensor hereunder equal or exceed Twenty-five Dollars (\$25.00), or upon the close of the fourth accounting period following receipt, whichever occurs first, at which time all accumulated royalties shall be paid as provided in this Paragraph 13. Pump shall have the right to deduct or withhold income or other similar tax from sums payable to Licensor hereunder pursuant to the laws of the relevant territory of a Licensed Use, provided that Pump shall, where readily available, furnish to Licensor, with each statement, any necessary information which shall enable Licensor, upon presentation of such, to endeavor to obtain income tax credit from the United States Internal Revenue Service for tax so withheld.

(b) Pump shall maintain true and complete books and records concerning payments due to Licensor hereunder. At any time within two (2) years after any royalty statement is rendered to Licensor hereunder, Licensor shall have the right to give Pump written notice of Licensor's intention to examine Pump's books and records with respect to such statement. Such examination shall be commenced within three (3) months after the date of such notice, at Licensor's sole cost and expense, by any certified public accountant or attorney designated by Licensor, provided he (or any member or associate of the firm within which he is affiliated) is not then engaged in an outstanding examination of Pump's books and records on behalf of a Person other than Licensor. Such examination shall be made during Pump's usual business hours at the place where Pump maintains the books and records which relate to Licensor and which are necessary to verify the accuracy of the statement or statements specified in Licensor's notice to Pump and the examination shall be limited to the foregoing. Licensor's right to inspect Pump's books and records shall be only as set forth in this Paragraph 13(b) and Pump shall have no obligation to produce such books and records more than once with respect to each statement rendered to Licensor.

14. Notices. All notices hereunder shall be in writing and shall be sent by registered mail or certified mail, return receipt requested, postage prepaid and with receipt acknowledged, or by hand (to an officer if the party to be served is a corporation), or by telegraph, facsimile or e-mail, all charges prepaid, at the respective addresses set forth above, or on the attached Information Sheet, or such other address or addresses as may, from time to time, be designated in writing by either party; provided, that royalty payments may be made by means of regular mail. The date of making of personal service or of mailing or of deposit in a telegraph office or transmission via facsimile, or transmission via e-mail, whichever shall be first, shall be deemed the date of service, except that notice of change of

address shall be effective only from the date of its receipt.

15. Assignment. This Agreement shall not be assignable by either party hereto during the Term, except that Pump may assign this Agreement to a corporation or other entity of which a majority interest is owned, or which is controlled, by Pump, or succeeds to Pump's interests; and Licensor may assign this Agreement to any corporation or other entity of which a majority interest is owned, or which is controlled, by Licensor.

16. Indemnity. Licensor will at all times indemnify and hold harmless Pump and each and every User of a Master or a Licensed Song from and against any and all claims, damages, liabilities, costs and expenses, including legal expenses and reasonable counsel fees, arising out of any alleged breach or breach by Licensor of any warranty, representation or agreement, express or implied, made by Licensor herein which results in a final non-appealable judgment by a court of competent jurisdiction or is settled with Licensor's prior written consent, which consent shall be neither unreasonably withheld or delayed. Licensor will reimburse Pump and/or User on demand for any payment made at any time in respect of which Pump or User is entitled to be indemnified. Without limiting any of its other rights or remedies, upon the making or filing of any claim, action or demand arising out of any such alleged breach or breach by Licensor, Pump shall be entitled to withhold from any amounts payable under this Agreement such amounts as are reasonably related to the amount of the action, claim or demand plus estimated counsel fees and costs pending the final disposition of such action, claim or demand. Licensor shall be notified of any such claim, action or demand and shall have the right, at Licensor's own expense, to participate in the defense thereof with counsel of Licensor's own choosing; provided, however, that Pump's decision in connection with the defense or settlement of any such claim, action or demand shall be final.

17. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

(a) "Composition" - a single musical composition, irrespective of length, including all spoken words and bridging passages and including a medley, written by one (1) or more members of Licensor, listed on the Submission Schedule attached hereto.

(b) "Licensed Song" - a Composition with respect to which Pump has issued a license to a third party for a specific use of the subject Composition.

(c) "Licensed Use" - the particular use or form of exploitation of a Licensed Song and Master by a third party pursuant to a license granted by Pump.

(d) "Master Recording" or "Master" - each recording of sound, by any method and on any substance or material, embodying a performance by one (1) or more members of Licensor, of a Composition identified on the Submission Schedule attached hereto and provided to Pump pursuant to this Agreement.

(e) "Person" and "Party" - any individual, corporation, partnership, association or other organized group of persons or legal successors or representatives of the foregoing.

(f) "Records," "Phonograph Records" and "Recordings" - all forms of reproductions, whether now known or hereafter devised, manufactured or distributed primarily for home use, school use, juke box use, or use in means of transportation, embodying sound alone.

(g) "Term" - the period of time during which this Agreement is in effect, commencing with the date of this Agreement and ending on the June 30 or December 31, whichever occurs first, following sixty (60) days after the date of delivery of a Termination Notice to Pump, which Termination Notice may be delivered at any time subsequent to one (1) year after the date of this Agreement; provided, however, that in the event Pump shall include a Master in the sound recordings loaded into its most recent version of the computer hard drive units, including units referred to as the PumpBox, a Termination Notice may be delivered to and binding upon Pump only after two (2) years from the date such version is delivered to Users.

(h) "Termination Notice" - written notice from Licensor to Pump notifying Pump that this Agreement is

to be terminated pursuant to paragraph 3 above.

(i) "User" - a Person who, pursuant to a written agreement with Pump, is granted the non-exclusive, or in some instances exclusive, right, privilege and license to couple and/or synchronize one or more Masters with visual images and to use the Masters as so coupled or synchronized, or on an audio-alone basis, over the Internet or in connection with any other broadcast, transmission, exhibition or distribution means or media, or media product, including but not limited to broadcast and cable television, as part of advertising, promotion, information or entertainment services, or program material, in the limited manner and on the terms and conditions set forth in such written agreement.

18. Entire Agreement, Severability. This Agreement contains the entire understanding of the parties hereto relating to the subject matter hereof and cannot, subject to Paragraph 3 above, be changed or terminated except by an instrument signed by Licensor and an officer of Pump. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party. In the event that any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Moreover, if one or more of the provisions contained in this Agreement shall be held to be excessively broad as to duration, scope, activity or subject, such provisions shall be construed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law.

19. Governing Law. This Agreement shall be deemed entered into in the State of New York, and the validity, interpretation and legal effect of this Agreement shall be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York, with respect to the determination of any claim, dispute or disagreement which may arise out of the interpretation, performance, or breach of this Agreement. The parties agree that any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the State Courts of or the Federal Court in the State and County of New York. The parties hereto irrevocably waive any objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Any process in any action or proceeding commenced in the courts of the State of New York or elsewhere arising out of any such claim, dispute or disagreement may, among other methods, be served upon Licensor or Pump by delivering or mailing the same via registered or certified mail, addressed to Licensor or Pump, as the case may be, at the address first above written or such other address as Licensor or Pump may designate. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of New York or the jurisdiction in which such action or proceeding may be commenced.

20. Paragraph Headings. Paragraph headings used herein are for convenience only, and shall not affect the interpretation of nor be deemed to be a part of this Agreement.

21. Delivery of Masters. Within ten (10) days of the date of execution of this Agreement, Licensor shall deliver to Pump, at Licensor's sole expense and to the address and as otherwise directed by Pump, a copy of each Master identified on Schedule A hereto, such copy to be in **16 bit, 44.1khz audio CD format**, or such other audiophile format as may become available in the recording industry and requested by Pump. Said copies of Master shall become the property of Pump and Pump shall be under no obligation to return said Master copies to Licensor upon the termination or expiration of this Agreement.

22. Acceptance and Rejection of Masters. Notwithstanding anything to the contrary contained in this Agreement, Pump shall be under no obligation to make every Master provided by Licensor available for audition and use by Users, it being understood and agreed that Pump may, in its sole discretion, select those Masters to be made available to third party users.

23. No Guarantee of Use or Compensation. While Pump anticipates a strong and broad demand for the musical material it will make available, and has agreed to make available the musical material provided by Licensor based on the quality of the material presented, Pump will be licensing master recordings from other sources in addition to Licensor, which materials will be of both a similar and different musical style and character from that provided by Licensor. Pump cannot predict or guarantee the types of music that Users will be interested in sub-licensing, and Pump makes no representation or guarantee as to the number of uses of any Masters, or the amount of compensation which will become payable to Licensor as the result of Licensor entering into this Agreement.

24. Credits for Licensor. Pump will use its reasonable efforts to cause any User of one or more Masters, to the extent possible, to include in the materials incorporating the Master a credit identifying the writers and performers of the relevant Composition and Master provided, however, that each member of Licensor and each signatory hereto accepts and agrees that they may not receive credit in connection with each Licensed Use.

25. Legal Representation. Each party acknowledges and agrees that they have been represented by independent legal counsel or have had the unrestricted opportunity to be represented by independent legal counsel of their own choice for purposes of being advised in connection with the negotiation and execution of this Agreement.

PUMP AUDIO :: Licensor Confirmation/Information Sheet

[Please print legibly in blue or black ink and sign where indicated.]

File Form: AV-5

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The provisions and information set forth below shall be deemed to be a part of the License Agreement, File Form AV-5 (the "License Agreement"), between Pump Audio LLC and the person or persons set forth be ("Licensor"). By completion and execution of this Licensor Information and Confirmation Sheet along with the attached Signature Page, Licensor represents and warrants that Licensor has downloaded and printed out the License Agreement, has read and understood the License Agreement, and agrees to be bound by the terms and conditions of the License Agreement. Licensor further represents and warrants that they are authorized on behalf of all of the performers on the submitted material to enter into the License Agreement providing for the commercial exploitation of said material. This Licensor Confirmation and Information Sheet, along with a completed copy of the attached Signature Page (p.12), Secondary Contact and Classification Sheet (p.13), Submission Schedule (p.14) , and Performers Schedule (p.15) should be returned to Pump Audio LLC along with the CD containing the material being submitted.

Licensor Information (please print):

Licensor Name

Address

Band Name (if different from above)

Address (cont')

Key Contact Name

City

State

Email

Zip/Postal Code

Country

Phone

Person to whom check should be made payable (1 person)

Fax

Social Security No.— Very important (U.S. residents only)

License Agreement Signatures

[Licensor: the following Signature Page **MUST** be completed for ALL additional copyright and/or master owners.]

[Licensor: sign and print name below]

Sign Name:

Print Name:

Date of this Agreement (today's date)

Pump Audio LLC

By:

Steven R. Ellis, President
Pump Audio LLC

Please check here if this person is to be your primary contact for Pump Audio.

Manager (if applicable):

Manager Name

Address

Email

Address (cont')

Phone

City

State

Fax

Zip/Postal Code

Country

Please check here if this person is to be your primary contact for Pump Audio.

Lawyer (if applicable):

Lawyer Name

Address

Email

Address (cont')

Phone

City

State

Fax

Zip/Postal Code

Country

How did you hear about Pump Audio?

Name three artists or bands you compare your music to.

Who are your three favorite bands?
