

July, 2005

SoundClick Music Submission Agreement

This agreement describes the legal relationship between you (an individual artist, or, in the case where you are involved with a band, an individual acting as the legal representative of your band) and SoundClick, Inc. (referred to as "we" or "us"). By submitting any material or information to SoundClick, its successors, assigns, agents, distributors and licensees, you explicitly confirm that you have read, understood, and agreed to the following agreement:

You have the right to terminate this agreement and all licenses granted to us at any time.

If you provide us with sound recordings, musical works and/or other material (such as pictures, videos, song lyrics, etc.; collectively "Standard Program Material") the following terms apply:

1. License Grant. You hereby grant to us, and by the act of delivering Standard Program Material to us grant to us, a nonexclusive, worldwide, royalty-free license to: (a) reproduce, distribute, publicly perform, publicly display and digitally perform the Standard Program Material in whole or in part (including the right to create compilations which include your songs); (b) create and use samples of the Standard Program Material solely for the purpose of demonstrating or promoting our or your products or services; (c) use any trademarks, service marks or trade names incorporated in the Standard Program Material in connection with your material; and (d) use the name and likeness of any individuals represented in the Standard Program Material only in connection with your material.

General Terms

1. Ownership. You retain ownership of the copyrights and all other rights in your songs, subject to the non-exclusive rights granted to us under this agreement. You are free to grant similar rights to others during and after the term of this agreement.

2. Termination. You may terminate this agreement at any time by so notifying us; the agreement will terminate upon our actual receipt of such notice. We may terminate this agreement at any time without notification. Upon termination, all of our license rights terminate, except that we retain those rights necessary for us to sell any CDs or other tangible goods which we have produced prior to the date of termination which incorporate any of your Material (as defined in section 3 below). Our obligation to pay you amounts due to you under this agreement survives termination. Also, sections 3 and 6 below survive termination.

3. Representations and Warranties. The term "Material" means all material that you submit to us, including Standard Program Material, Sample Songs, and Collateral Material, as applicable. You represent and warrant that (a) the Material is your or your band's own original work, and contains no sampled material, (b) you have full right and power to enter into and perform this agreement, and have secured all third party consents necessary to enter into this agreement, (c) the Material does not and will not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights, rights of publicity or privacy, or moral rights (d) the Material does not and will not violate any law, statute, ordinance or regulation; (e) the Material is not and will not be defamatory, trade libelous,

pornographic or obscene, (f) the Material does not and will not contain any viruses or other programming routines that detrimentally interfere with computer systems or data, (g) all factual assertions that you have made and will make to us are true and complete. You agree to indemnify and hold us and our customers harmless from any and all damages and costs, including reasonable attorney's fees, arising out of or related to your breach of the representations and warranties described in this section. You agree to execute and deliver documents to us, upon our reasonable request, that evidence or effectuate our rights under this agreement. We, our customers, and our licensees shall not be required to make any payments with respect to material that you submit to our sites under these Terms, including but not limited to payments to third parties, music publishers, mechanical rights agents, performance rights societies, persons who contributed to or appear in your materials, your licensors, unions, or guilds.

4. Determining Type of Content. We will implement and maintain business practices which enable us to accurately categorize content that you deliver to us. If we make an error in good faith however and consequently exceed our license rights, your sole and exclusive remedy will be for us to take all reasonable steps to promptly correct the error as soon as we become aware of the error.

5. Warranty Disclaimer. YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE AND RELATED SERVICES IS AT YOUR SOLE RISK. THE WEBSITE, MATERIALS AND RELATED SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SOUNDCLICK INC MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE WEBSITE OR ANY MATERIALS THEREIN, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. IN ADDITION, SOUNDCLICK INC MAKES NO REPRESENTATION THAT THE OPERATION OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. SOUNDCLICK INC WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS ON THE WEBSITE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY OPINION, ADVICE, INFORMATION OR OTHER CONTENT OR MATERIALS PROVIDED IN CONNECTION WITH OR OTHERWISE AVAILABLE THROUGH THE WEBSITE. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SUCH OPINION, ADVICE, INFORMATION OR OTHER CONTENT. UNDER NO CIRCUMSTANCE WILL SOUNDCLICK INC BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE WEBSITE, OTHER THAN AS REQUIRED UNDER APPLICABLE CONSUMER-PROTECTION LAW. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR LIMITATION OF CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU AND NOTHING CONTAINED HEREIN SHOULD BE CONSTRUED AS EXCLUDING OR LIMITING ANY LIABILITY BEYOND WHAT IS PERMITTED UNDER APPLICABLE LAW.

6. Waiver of Certain Damages. EXCEPT FOR A BREACH OF SECTION 3, NEITHER YOU OR US WILL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT.

7. Terms And Conditions. The 'Terms And Conditions of Web Site Use' as found online at http://www.soundclick/docs/legal_website.cfm apply.

8. Miscellaneous. This agreement will be governed by California law, excluding conflict of law principles. Any action or proceeding arising out of or related to this agreement must be brought in a state or Federal court located in jurisdiction of Sunnyvale, California, and we both irrevocably submit to the exclusive jurisdiction of such courts. All notices, requests and other communications under this agreement must be in writing (e-mail messages shall be deemed writings). This agreement sets forth the entire understanding and agreement of the parties as to this agreement's subject matter and supersedes all prior proposals, discussions or agreements with respect to such subject matter.

From time to time, we may change this agreement. When such modification is made, we will post a revised version of this agreement on the Website. Modifications will be effective when they are posted. We are not required to provide you with notification that any such modification has been made.