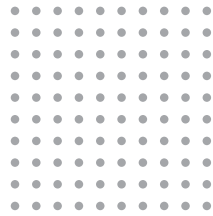


antenna



Antenna Music Digital Distribution Agreement

Antenna Music Digital Distribution sign up check list

- Read the faq
- Read the contract
- If you have any questions regarding the contract please email us
- If you're happy with the contract print it out sign it.
- Fill out appendix "a" which lists all the tracks on your CD and their names etc
- Mail the contract, appendix "a", a copy of the CD, all your contact information, email address etc (If you already have a UPC code let us know what that is) to the address below.

It normally takes a couple of weeks to encode and for iTunes etc to post the music online, then people can start buying your music. We will email you a confirmation of the CD being uploaded which also includes a URL to your music so you can add this to your website.

Frequently asked questions

Here at Antenna Music we like to make things as simple as possible, that's because we're music people and not lawyers. While you do have to sign the contract for us to get your music onto iTunes etc., we thought it might help if we outline the deal in plain English.

- **What are the upfront costs?**

Unlike any other service there are no upfront costs to you beyond mailing us your CD.

- **Who is the deal between?**

The deal is between you, the owner of the music, and Antenna.

- **What does everyone do?**

You, the owner of the music, supply antenna with a copy of the music, titles and where you want your money sent. antenna then encodes the music (makes it ready for digital distribution) and uploads it to iTunes so people can buy it. Every month antenna sends you a check for your share of the profits from sales.

- **How does the money work.**

With iTunes, all songs sell for 99 cents. iTunes pays 65 cents to Antenna; we keep 10 cents and you, the owner of the music, get 55 cents. We're in the process of adding Yahoo Music and Real Network's Rhapsody, as these digital distributors have all sorts of different payment schedules and amounts. To keep it simple, we pay you 90% of what we get from other digital distributors. Currently iTunes sells over 80% of all music sold online so, in all likelihood, this will be the main source of revenue.

- **UPC, Encoding Fees what is all this?**

UPC codes are the bar codes you see on practically everything you buy to identify it in the computer system. You may have one already if so we can use it, but your CD has to be assigned one and this costs money. We can do this for you, for which we just debit your account \$50. Or if you prefer you can buy one from such vendors as www.upccode.net or www.buyabarcodes.com. We do charge \$25 for encoding (preparing your music for iTunes etc. and sending it to them) which we also debit your

Frequently asked questions (continued)

- **How do I know what was sold?**

Antenna will provide a full accounting statement with every check, this includes all of the information we get from the distributor, we keep nothing from you.

- **What about cover songs and samples?**

You are responsible for clearing any samples that you use, for obtaining licenses from the publishers of any cover songs you perform and for clearing all other rights in the music. For instance, you can't just sample other people's stuff or play other people's music and sell it, including on iTunes. To get proper clearance, you have to get permission from the publisher and, in the case of samples, from the people that own the master recording, usually the record label. The contract makes all these things your responsibility.

- **What if I don't want to do this anymore?**

This is so simple. If you want to terminate the agreement, all you have to do is notify us in writing. 30 days after we receive notification the deal is over and we'll send you your final check at the end of the following accounting period.

Antenna Music Digital Distribution Agreement

This Agreement describes the legal relationship between you _____, [ADDRESS] (an individual, representing yourself, or if applicable, acting as legal representative for a band, group, company or corporation), on the one hand, and ANTENNA, 8335 Sunset Blvd., Suite 316, West Hollywood, California 90069 (collectively with our licensees and assignees referred to in this Agreement as "ANTENNA"), on the other hand. You will be referred to as "RIGHTS HOLDER" herein. We may modify this Agreement from time to time as further described in Section 8 below. The "Effective Date" of this Agreement is _____.

1. Definitions.

The following terms shall have the following meanings for purposes of this Agreement:

- a.** "Digital Master" or "Digital Masters" means copies of RIGHTS HOLDER Content in digital form, which ANTENNA may sell or authorize Distributors to sell via permanent digital download, streams or burns or otherwise, as individual tracks or as a whole album or otherwise, pursuant to the terms and conditions of this Agreement.
- b.** "Distributor" means any third party, including, without limitation, iTunes, Rhapsody, BuyMusic, Emusic, the new Napster, AOL's MusicNet, MusicMatch, etc., that ANTENNA may authorize to carry out the marketing, distribution and sale or other use of the Digital Masters pursuant to the terms of this Agreement.
- c.** "Term" means the period beginning on the Effective Date of this Agreement and ending on the first day of the second calendar quarter following the third anniversary of the Effective Date, after which such Term shall automatically renew for successive one-year periods. Either party may terminate this Agreement at any time by providing the other party with thirty (30) days' written notice of such party's intention to terminate.
- d.** "Territory" means the Universe.
- e.** "RIGHTS HOLDER Content" means sound recordings and underlying musical compositions that RIGHTS HOLDER has made available to ANTENNA either before or during the Term. Any sound recordings and the underlying musical compositions that are provided by or on behalf of RIGHTS HOLDER to ANTENNA must be and are owned or controlled by RIGHTS HOLDER and/or have been cleared by RIGHTS HOLDER.
- f.** "Artwork" means album cover artwork and any other artwork relating to RIGHTS HOLDER Content that RIGHTS HOLDER has made available to ANTENNA. Any artwork that is provided by or on behalf of RIGHTS HOLDER to ANTENNA before or during the Term will be deemed to have been cleared by RIGHTS HOLDER.

2. Authorization.

- a.** Subject to the terms of this Agreement, RIGHTS HOLDER hereby appoints ANTENNA as RIGHTS HOLDER's exclusive authorized representative for the sale and other distribution of Digital Masters. Accordingly, RIGHTS HOLDER hereby grants an exclusive right to ANTENNA, during the Term, to:

2. Authorization (continued)

- (i) reproduce and convert RIGHTS HOLDER Content delivered by RIGHTS HOLDER into Digital Masters;
- (ii) perform and make thirty (30) second clips of the RIGHTS HOLDER Content available by streaming ("Clips") to promote the sale and distribution of Digital Masters;
- (iii) promote, sell, distribute, and electronically fulfill and deliver Digital Masters, as individual tracks or entire albums or otherwise, and associated metadata to purchasers who may use such Digital Masters.
- (iv) display and electronically fulfill and deliver Artwork for personal use;
- (v) use RIGHTS HOLDER Content, Artwork and metadata as may be reasonably necessary or desirable for ANTENNA to exercise ANTENNA's rights under the terms of this Agreement; and
- (vi) authorize or appoint any Distributors to perform the activities in (i)-(v) above.

b. ANTENNA shall also be authorized, if required by a Distributor, to provide one compact disc of RIGHTS HOLDER Content to Distributors free of charge, and no payment to RIGHTS HOLDER shall be required under this or any other agreement or understanding. Nothing herein shall obligate ANTENNA or any Distributor to actually exercise any rights granted under this Agreement.

3. Rights Holder Obligations.

a. RIGHTS HOLDER shall obtain and pay for any and all necessary clearances and licenses in the Territory for all RIGHTS HOLDER Content and Artwork. Specifically, RIGHTS HOLDER shall be responsible for and timely pay

- (i) any and all royalties and other income due to artists, authors, co-authors, copyright owners, co-copyright owners, producers and other record royalty participants from sales or other uses of Digital Masters,
 - (ii) all mechanical royalties payable to publishers and/or authors or co-authors of copyrighted musical compositions embodied in Digital Masters from sales or other uses of Digital Masters,
 - (iii) all payments that may be required under collective bargaining agreements applicable to RIGHTS HOLDER or third parties, and
 - (iv) any other royalties, fees and/or sums payable with respect to the RIGHTS HOLDER Content, Artwork, metadata and other materials made available to ANTENNA and ANTENNA's use thereof.
- In addition to the foregoing, RIGHTS HOLDERS account with Antenna shall be debited the following amounts upfront:
- (i) a Twenty Five Dollar (\$25) one-off encoding fee; and
 - (ii) a Fifty Dollar (\$50) UPC Code fee (unless RIGHTS HOLDER provides their own UPC Code)

b. If there is a change of circumstance during the Term as a result of which RIGHTS HOLDER reasonably believes that it does not have, or no longer has, the rights necessary to authorize ANTENNA and/or any Distributors to use any RIGHTS HOLDER Content or Artwork as provided for herein, or RIGHTS HOLDER reasonably believes that ANTENNA's or its Distributors' continued sale or other use of any RIGHTS HOLDER Content or Artwork violates or will violate the terms of any of RIGHTS HOLDER's agreements with any third party, including, without limitation, any applicable copyright owner, artist, producer or distributor, etc., or does or shall violate the rights of any third party whatsoever, then RIGHTS HOLDER shall immediately notify ANTENNA in writing thereof and RIGHTS HOLDER shall have the right to withdraw, upon such written notice to ANTENNA, authorization for the sale or other use of such RIGHTS HOLDER Content or Artwork. Following such withdrawal, ANTENNA shall cease to offer such RIGHTS HOLDER Content or Artwork for sale or other use or use reasonable efforts to cause such

3. Rights Holder Obligations. (continued)

cessation as soon as is commercially feasible after ANTENNA's receipt of such notice, and RIGHTS HOLDER shall promptly use its best efforts to clear such withdrawn RIGHTS HOLDER Content or Artwork and shall promptly notify ANTENNA if and when such RIGHTS HOLDER Content has been cleared and is again authorized for use or sale by ANTENNA and its Distributors. For the avoidance of doubt, RIGHTS HOLDER may not grant digital distribution rights to any third party other than ANTENNA in respect of any withdrawn RIGHTS HOLDER Content.

4. Payment.

ANTENNA shall pay RIGHTS HOLDER ninety percent (90%) of the amount that ANTENNA receives from Distributors for the sale or other use of RIGHTS HOLDER's Digital Masters (except that in respect of sales through iTunes, ANTENNA shall retain ten cents (\$.10) per download sold and ANTENNA shall pay RIGHTS HOLDER any additional amounts that ANTENNA receives from iTunes). ANTENNA will compute amounts payable to RIGHTS HOLDER after the end of each calendar month during the Term, and will provide a statement to Artist in accordance with ANTENNA's standard business practices. ANTENNA shall make payment to RIGHTS HOLDER only at such times that amounts owed to RIGHTS HOLDER exceed the threshold amount set by ANTENNA in its sole discretion. Such payment shall constitute full consideration for all rights granted and obligations undertaken by RIGHTS HOLDER hereunder.

5. Parental Advisory.

If RIGHTS HOLDER provides an appropriate parental advisory warning about a particular sound recording in the RIGHTS HOLDER Content, ANTENNA shall use or forward such parental advisory information to Distributors. RIGHTS HOLDER shall be responsible for determining parental advisory warning status.

6. Names and Likenesses; Promotional Use and Opportunities.

a. ANTENNA may use and authorize its Distributors to use the names and likenesses of, and biographical material concerning, any Digital Master, artists, bands, producers and/or songwriters, as well as track and/or album name, and Artwork, in any marketing materials for the sale, promotion and advertising of the applicable Digital Master which is offered for sale or other use under the terms of this Agreement (e.g., an artist or band name and likeness may be used in an informational fashion, such as textual displays or other informational passages, to identify and represent authorship, production credits, and performances of the applicable artist or band in connection with the authorized exploitation of applicable Digital Masters, etc.).

b. ANTENNA and any of its Distributors shall have the unrestricted right to market, promote and advertise the Digital Masters available for purchase as it determines in its discretion. Without limiting the foregoing, ANTENNA and any of its Distributors shall have the right to determine which sound recordings, irrespective of any particular artist, record company or label affiliation, would best further their commercial purposes, and to promote such sound recordings more than others.

7. Ownership.

As between the Parties, all right, title and interest in and to
(i) the RIGHTS HOLDER Content,
(ii) the Digital Masters,

7. **Ownership.** (continued)

(iii) the Clips,

(iv) all copyrights and equivalent rights embodied therein, and

(v) all materials furnished by RIGHTS HOLDER, except as to any rights of ANTENNA (whether pre-existing or under this Agreement), shall remain the property of RIGHTS HOLDER, it being understood that under no circumstances shall ANTENNA have any lesser rights than it would have as a member of the public.

8. **Modification, Termination and Effect of Termination.**

a. ANTENNA reserves the right, in its sole discretion, to change, modify, add or remove all or part of this Agreement. Notice of any amendments and/or modifications shall be sent to you at the address set forth on Page 1. In the event that you do not consent to any such amendments and/or modifications, your sole recourse shall be to terminate this Agreement.

b. Either party shall have the right to terminate this Agreement prior to the expiration of the Term in the event that the other party breaches any material representation, obligation or covenant contained herein, unless such breach is cured prospectively, no later than thirty (30) days from the date of receipt of written notice of such breach, or if not able to be so cured, then resolved to the other party's satisfaction, not to be unreasonably withheld.

c. Sections 1, 3, 8, 9, 10 and 11 shall remain in full force and effect following the expiration or earlier termination of this Agreement. The expiration or earlier termination of this Agreement shall not relieve RIGHTS HOLDER or ANTENNA of their respective obligations to make any payments with respect to the sale or other use of Digital Masters in the periods prior to such expiration or termination (and the associated accounting) in accordance with this Agreement.

9. **Indemnification and Limitation of Liability.**

RIGHTS HOLDER will indemnify and hold harmless, and upon ANTENNA's request, defend, ANTENNA and its Distributors and affiliates (and their respective directors, officers and employees) from and against any and all losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees and costs) arising out of a claim by a third party by reason of:

(i) a breach or alleged breach of any warranty, representation, covenant or obligation of RIGHTS HOLDER under this Agreement; or

(ii) any claim that any Digital Master, sound recording or RIGHTS HOLDER Content, Artwork, metadata or any other materials provided or authorized by or on behalf of RIGHTS HOLDER hereunder, or ANTENNA's or its Distributors' use thereof, violates or infringes the rights of another party. RIGHTS HOLDER will reimburse ANTENNA and its Distributors and affiliates on demand for any payments made or incurred in connection with any potential liability or claim that is subject to indemnification under this Section 9. ANTENNA shall promptly notify RIGHTS HOLDER of any such claim, and RIGHTS HOLDER may assume control of the defense of such claim at its sole cost and expense. ANTENNA shall have the right, at its expense, to participate in the defense thereof under RIGHTS HOLDER's direction.

10. **Additional Representations and Warranties of the Parties.**

a. RIGHTS HOLDER represents and warrants that it owns or controls, or has the full legal authority to act on behalf of any and all owners, of all right, title and interest in and to the RIGHTS HOLDER Content.

10. **Additional Representations and Warranties of the Parties.** (continued)

b. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder and has obtained all necessary third-party consents, licenses and permissions necessary to enter into and fully perform its obligations herein.

c. Each party represents and warrants that it owns or controls the necessary rights in order to make the grant of rights, licenses and permissions herein, and that the exercise of such rights, licenses and permissions by the other party hereto shall not violate or infringe the rights of any third party.

d. Each party represents and warrants that it shall not act in any manner which conflicts or interferes with any existing commitment or obligation of such party, and that no agreement previously entered into by such party will interfere with such party's performance of its obligations under this Agreement.

e. Each party represents and warrants that it shall perform in compliance with any applicable laws, rules and regulations of any governmental authority.

11. **General Provisions.**

a. No Agency or Joint Venture. The parties agree and acknowledge that the relationship between the parties is that of independent contractors. This Agreement shall not be deemed to create a partnership or joint venture, and neither party is the other's agent, partner, employee or representative.

b. Entire Agreement, Modification, Waiver. This Agreement, including any annexes, schedules and exhibits hereto, contains the entire understanding of the parties relating to the subject matter hereof, and supersedes all previous agreements or arrangements between the parties relating to the subject matter hereof. This Agreement cannot be changed or modified except by a writing signed by the parties. 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. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such determination shall not affect any other provision hereof, and the unenforceable provision shall be replaced by an enforceable provision that most closely meets the commercial intent of the parties.

c. Binding on Successors. This Agreement shall be binding on the assigns, heirs, executors, personal representatives, administrators, and successors (whether through merger, operation of law, or otherwise) of the parties. ANTENNA may assign or transfer any part of this Agreement to any third party without RIGHT HOLDER's consent and it shall be relieved of its liability hereunder.

d. Notices. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes:

- (i) on the delivery date if delivered personally to the party to whom the same is directed or delivered;
- (ii) one (1) business day after deposit with a commercial overnight carrier with written verification of receipt; or five (5) business days after the mailing date if sent by certified mail, return-receipt requested, postage and charges pre-paid, to the address of the party to whom the same is directed as set forth on Page 1 hereof (or such other address as such other party may supply by written notice duly given).

11. **General Provisions.** (continued)

e. Governing Law. This Agreement shall be governed and interpreted in accordance with the internal laws of the State of California, County of Los Angeles, applicable to agreements entered into and wholly to be performed therein, without regard to principles of conflict of laws.

f. Remedies. To the extent permitted by applicable law, the rights and remedies of the parties provided under this Agreement are cumulative and in addition to any other rights and remedies of the parties at law or equity.

g. Headings. The titles used in this Agreement are for convenience only and are not to be considered in construing or interpreting the Agreement.

h. Force Majeure. For the purposes of this Agreement, "Force Majeure" shall mean any event which a party hereto could not foresee, such as fire, flood, acts of God or public enemy, Internet failures, earthquakes, governmental or court order, national emergency, strikes or labor disputes, the effect of which it could not reasonably prevent or predict and which renders impossible or impractical the performance of contractual obligations either totally or in part. The party invoking a Force Majeure shall notify the other party within three (3) business days of its occurrence by accurately describing all the circumstances of the situation involved and its effect upon the performance of its contractual obligations. The taking place of a Force Majeure shall have the effect of suspending the obligations of the party which has invoked the provisions of this Section to the extent such obligations are affected by the Force Majeure. Contractual dates shall be extended for a period equal to the duration of a Force Majeure. The cessation of a Force Majeure shall be communicated by notice within three (3) business days of its occurrence by the party that invoked it.

i. Legal Advice. RIGHTS HOLDER hereby acknowledges, represents and warrants that it has been advised and given the opportunity to seek counsel of its choosing in connection with the negotiation and execution of this contract and RIGHTS HOLDER acknowledges, represents and warrants that it is executing this Agreement voluntarily after consultation with independent legal counsel or after intentionally deciding not to seek the advice of independent counsel with respect to the advisability of executing this Agreement.

ACCEPTED AND AGREED TO AS OF THE DATE SET FORTH ABOVE:

ANTENNA

BY: _____ PRINT NAME _____

RIGHTS HOLDER

BY: _____ PRINT NAME _____

Antenna Digital Distribution Agreement

Digital Rights agreement: appendix 'a' masters

Artist	Title	ISRC-if assigned	Excluded Territories