



PLEASE READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

TERMS SUMMARY

1. **Client Royalty Share:** Client will be paid a percentage of the Net Revenue actually received by DPM Network Music Distribution in connection with Client Content, and such percentage shall be determined by the plan selected by Client on the website.
2. **Exclusivity:** The Agreement is exclusive throughout the Territory and during the Term for all Client Content delivered to DPM Network Music Distribution.
3. **Client Content:** All sound recordings, video recordings (both short-form and long-form), musical works, neighboring rights, artwork, and related metadata delivered to DPM Network Music Distribution during the Term.
4. **Term:** Initial term ending two (2) years from the date of the Agreement, with auto-renewals for additional consecutive one (1) year periods.
5. **Territory:** Throughout the universe.
6. **Client will pay a fee to DPM Network Music Distribution, which shall be determined by the plan selected by the Client.**
7. **Interpretation:** This Terms Summary is subject to all of the terms and conditions contained in the Agreement. In the event of any conflict between the terms contained in this Terms Summary and the terms in the body of the Agreement, the body of the Agreement shall govern and control. Capitalized terms used in this Terms Summary have the meanings ascribed to such terms in the Agreement.

Digital Music Distribution Agreement

THIS AGREEMENT (the "Agreement") is made on _____ ("Effective Date") by and between DPM Network Music Distribution, LLC, a limited liability company registered in the State of Florida and with an address of 7901 4th St N, Ste 300, St Petersburg FL 33702 ("DPM Network Music Distribution"), and _____, located at _____ ("Client").

Background: DPM Network Music Distribution is a music services company providing digital distribution, Publishing Administration and related marketing, and other services. DPM Network Music Distribution aims to deliver content from clients (artists & record labels, etc.) to digital service providers, including, without limitation Spotify, Amazon Music, Apple Music, YouTube Music, Boomplay Music, iHeartRadio, Pandora, and other similar and successor entities and services (hereinafter "DSPs") located around the world that specialize in reselling/displaying of recordings through streaming, recording, broadcasting, and mobile platforms. Pursuant to the terms of this Agreement, the Client has selected DPM Network Music Distribution to exclusively distribute Client Content to DSPs. The parties have additionally entered a Terms Summary, which is incorporated herein by reference and is shown on the first page of this Agreement. This Agreement and the incorporated Terms Summary constitutes the entire agreement between the parties (collectively, the "Agreement").

Credit: DPM Network Music Distribution shall use commercially reasonable efforts to ensure that the Client is properly credited by all third-party licensees. However, the failure of any third-party licensee to accord Client proper credit or DPM Network Music Distribution's inability to rectify the same shall not be deemed a breach of this Agreement. Client grants DPM Network Music Distribution the non-exclusive right to use Client's name(s) (both legal and professional), trademarks, biography, likeness, and/or pseudonyms (the "ID Materials") for the purpose of promoting, licensing, marketing, and distributing Client Content and giving Client appropriate credit in connection with the Client Content.

Exclusivity: The client agrees that this Agreement is exclusive during the Term and throughout the Territory for the distribution, via any and all digital and electronic distribution means and media (whether now known or existing in the future). Client grants DPM Network Music Distribution the exclusive right to create digital and/or electronic copies and compilations, to distribute, to sell, to stream, and to publicly perform, to sublicense, and to otherwise exploit Client Content, via electronic, digital, and mobile platforms during the Term.. minus our Fees of Royalties and Accounting Client shall not, for the Term hereof, license or attempt to license Client Content to DSPs without prior written approval from DPM Network Music Distribution. The client may not engage in business directly with DSPs related to Client Content during the Term. All pre-existing relationships with DSPs related to Client Content are to be disclosed to DPM Network Music Distribution at the time of entering into this Agreement. During the Term, the Client shall not itself make Client Content available via any electronic, digital, or mobile platform or channel. For the avoidance of doubt, the exclusivity only applies to specific Client Content and not to the Client or Client's label, if any.

Term: Initial period of (2) years from date of the Agreement (the “Initial Period”), which shall automatically renew for additional consecutive one (1) year periods (the “Extension Periods”). The Initial Period and Extension Period(s), if any, shall be referred to herein as the Term.

After the Initial Term, either party may terminate this Agreement by providing written notice no less than sixty (60) days prior to the end of the then current period. Written notice will be considered sufficient when received via our Support Email at Support@dpmnetworks.com. The effective date of such termination after notice shall be the end of the current Period.

Services: The services provided by DPM Network Music Distribution (the “Services”) pursuant to this Agreement are outlined on the Term Sheet. Additional terms and conditions regarding the Services are contained herein.

Playlist Pitching: During the Term, DPM Network Music Distribution will use commercially reasonable efforts to promote Client Content delivered hereunder for inclusion on official and unofficial playlists on DSPs, as deemed appropriate for the particular recording by DPM Network Music Distribution, in its sole discretion. For the avoidance of doubt, DPM Network Music Distribution does not guarantee pitching and/or playlist placement for any Client Content and shall not be responsible for the placement of any recording(s) on any playlist(s). DPM Network Music Distribution will not be required to and shall not notify Client if Client Content is added or removed from a playlist.

Audio Fingerprinting: DPM Network Music Distribution shall have the exclusive right to deliver Client Content in the form of reference files to YouTube and to collect payment for uses embodying such Client Content reference files.

DSPs: DPM Network Music Distribution agrees to distribute and license Client Content to third parties that sell, distribute, transmit, stream, perform, or otherwise exploit sound and/or audiovisual recordings by any means and media available, such as iTunes, Spotify, Amazon, Pandora (the “DSP(s)”), and to collect all income deriving therefrom. DPM Network Music Distribution shall: (a) solicit and service the DSPs, (b) secure the encoding of Client Content in format(s) required by the DSPs, (c) process the delivery of the Client Content to the DSPs, and (d) collect amounts due from the DSPs for payment to Client, subject to the Client account royalty and revenue threshold requirements outlined in this Agreement. DPM Network Music Distribution does not guarantee the placement of Client Content on any DSP.

Territory: The territory for this Agreement is the universe (“Territory”). Any modifications to the Territory shall be in the form of a written agreement between the parties.

Fees, Royalties, and Accounting: The amount and frequency of fees (the “Fees”) payable to DPM Network Music Distribution, as well as the royalty rate (the “Royalty”) payable to the Client are listed on the Term Sheet.

Music Video Distribution Fee: Client will pay \$80.00 per video. From the royalty generated from the usage of the music video. DPM Network Music Distribution will be entitled to 25% of the royalty generated and Client will be entitled to 75% of the net.

Royalty Calculation: The client shall be paid the Royalty on the Net Revenue actually received by DPM Network Music Distribution. The Net Revenue is calculated by subtracting from the gross amounts received by DPM Network Music Distribution in connection with the Client Content, less any and all fees and expenses directly attributable thereto, including, without limitation, fees imposed by DSPs and the recoupment of any advances paid to Client hereunder, if any.

DPM Network Music Distribution is not responsible for any DSP's errors in royalty calculation or an underpayment in Royalties due to an error by the Client (by way of example, incorrect metadata in Client Content).

Threshold. Client shall not be paid Royalties unless and until the amount of Royalties due to Client is no less than Fifty Dollars (\$50.00 USD) as of their last Royalty Statement (the "Threshold"). The Threshold amount is subject to change at any time and the Client shall be notified in Dpmnetworks.com and by email of any such change. In the event that the Threshold is not met in any given accounting period, the unpaid Royalty amount will roll over until the Threshold is met.

Calculation. Royalties are calculated by the DSP platform upon which the Client Content appears and are processed in accordance with the exchange rates provided by DSPs to DPM Network Music Distribution or the exchange rate listed on the day the DSP reports to DPM Network Music Distribution. Royalties may vary based on the type of content, territory, subscription rates, or time of year. In most instances, Royalties are generated by content downloads and streaming. If a DSP does not appear on the Client's Royalty statement ("Statement"), that means the Client Content did not generate any Royalties from that DSP during that Statement period or the DSP has not yet paid Royalties for that period. The client may view posted Statements on DpmNetworks.com or may receive the Statement by email upon request.

Mechanical Royalties received directly from DSP. The client hereby acknowledges that in the United States, mechanical royalties for digital sales may be paid by DSPs: (1) directly to the music publishers/writers, or (2) an all-in payment to DPM Network Music Distribution, which includes any fees due to DPM Network Music Distribution. When DPM Network Music Distribution receives the mechanical royalty as part of the fee due from DSPs or others, DPM Network Music Distribution shall identify in the relevant Statement(s) the amount of the payment that comprises the mechanical royalty. Without limiting Client's representations, warranties and indemnities under this Agreement, Client acknowledges and agrees that as between Client and DPM Network Music Distribution, Client remains solely responsible for paying any mechanical

royalties due to third parties in connection with the exploitation of Client Content by DPM Network Music Distribution.

SoundExchange & Neighboring Rights: During the uploading process of the music, if the client selects SoundExchange and other neighboring rights Society on the delivery Client Engages and authorizes DPM Network Music Distribution to collect master right royalties or monies from Sound Exchange and other neighboring rights Society. DPM Network Music Distribution will charge a 15% of admin fee, Client will be received 85% Of the net that DPM Network Music Distribution Received. Income generated for the playing of the Recordings on non-interactive webcasts and streaming of the Recordings neighboring rights (SoundExchange in the USA and outside of the United States) (Worldwide). Any monies collected on Your behalf for webcasts or streams are included in “Statements”.

Accounting and Payments. DPM Network Music Distribution shall compute and report the total Royalties earned by the Client on a monthly basis. A schedule of when the Statements are posted and approximate payment dates in connection therewith, if the Threshold is met, are in Dpmnetworks.com. The statement will be shared with the Client approximately 60-70 days after the end of each month (“monthly Submission Date”). By way of example, Statements containing January will be report and payment will be issued around March – April

(A) **Statements.** The Statement will include details and total Royalty amounts payable to the Client if any. Statements posted may include both the immediate previous month and additional previous months. DPM Network Music Distribution cannot guarantee timely reporting and payment by all DSPs and thus, DPM Network Music Distribution Statements will include payments only for DSP payments DPM Network Music Distribution has received. Solely for example, some DSPs report to DPM Network Music Distribution on a quarterly basis. The client acknowledges and agrees that DPM Network Music Distribution will have no liability for DSPs’ late or otherwise untimely reporting or payment.

(B) **Payment.** To receive payment, the Client must issue a payment request via the website Dpmnetworks.com when Royalty Statements are available. DPM Network Music Distribution shall issue payment to the Client within ten (10) business days of receipt of the payment request. Clients are required to identify the payment method within Dpmnetworks.com (PayPal, and Wise or Bank transfer) and in some instances, additional fees may apply for certain payment methods. Failure to provide payment details or submit a payment request through Dpmnetworks.com prevents and/or delays DPM Network Music Distribution from paying any Royalty to the Client.

(C) **Statement Delay by DPM Network Music Distribution.** The client shall promptly notify DPM Network Music Distribution if the Client has not received a Statement when it was due. No failure to submit a Statement to Client in a timely manner shall be deemed a breach of this Agreement unless and until Client has notified DPM Network Music Distribution in writing and it has had a thirty (30) day opportunity to cure.

(D) **Statement Delay by DSPs.** Should a statement not be given to DPM Network Music Distribution from a DSP in a reasonable amount of time, DPM Network Music Distribution will not be deemed in breach of contract for failing to provide a Statement on behalf of a DSP. DPM Network Music Distribution will use its reasonable efforts to report any DSP that has yet to provide a statement on a quarterly basis.

(E) **Tax Details.** DPM Network Music Distribution conforms to the United States IRS guidelines. The client must confirm Client's tax status by submitting **Form W-9**, Request for Taxpayer Identification Number and Certification (for U.S. citizens and residents), or **Form W-8BEN**, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (individuals or companies) (for non-U.S. residents) to DPM Network Music Distribution in order to receive any payment hereunder. The client will receive an email with a link from track1099.com that will allow the Client to fill the form digitally. All necessary information must be filled out fully and correctly prior to the Client receiving any payment. DPM Network Music Distribution will, in some cases, reach out for additional information as needed. Client and DPM Network Music Distribution each have the status of an independent contractor, and nothing in this Agreement contemplates or constitutes one party as agent or employee of the other or a partnership relationship between Client and DPM Network Music Distribution. **DPM Network Music Distribution will not deduct any payroll-related taxes from any payments to be made to the Client under this Agreement. The client acknowledges that the Client is solely responsible for the payment of all taxes with respect to income earned by the Client pursuant to this Agreement.**

DPM Network Music Distribution is not a legal or tax authority. DPM Network Music Distribution does not give legal or tax advice. It is the Client's responsibility to consult a tax professional or legal authority for advice and direction.

Additional DSP Fees. DSPs may impose additional fees that are outside of DPM Network Music Distribution's control. Such DSP fees may be deducted from revenues received by DPM Network Music Distribution for the purposes of calculating Royalties payable to Client hereunder (by way of example, for voided transactions, promotional expenses, and publishing withholding).

Third-Party Obligations. The client shall be solely responsible for payment to its affiliated artists, licensees, producers, co-writers, and other persons and/or companies responsible for or entitled to payment in connection with any Client Content distributed under this Agreement. The client shall also be responsible for payments related to collective bargaining agreements, third-party licenses, music publishing licenses, and other royalties pertaining to Client Content. For the avoidance of doubt, in connection with the exploitation of Client Content under this Agreement, the Client shall be solely responsible for any obligations or liabilities to third parties related to such exploitation. Prior to any Client Content being distributed, Client must secure all mechanical licenses at Client's sole cost and expense and, upon request, provide copies of the same to DPM Network Music Distribution.

Client Content.

(a) **Client Content.** All musical works, sound recordings, video recordings (both short-form and long-form), photographs, artwork, and related metadata delivered to DPM Network Music Distribution during the Term shall be referred to herein as “Client Content.”

(b) **Delivery.** The client shall deliver Client Content to DPM Network Music Distribution via its online website (“Dpmnetworks.com”). Client Content shall be delivered promptly following the execution of this Agreement at Client’s own expense in first-class commercial quality, in compliance with the specifications stated on Dpmnetworks.com, and all marketing and related materials shall bear an appropriate copyright notice. Where applicable, the Client shall provide administrative logins and access for digital or streaming channels. Delivery is complete when DPM Network Music Distribution provides written confirmation thereof. DPM Network Music Distribution may reject Client Content for various reasons, including, without limitation, inferior quality (in DPM Network Music Distribution’s sole discretion). No Client Content will be distributed without all the necessary licenses having first been received by DPM Network Music Distribution.

The client is solely responsible for uploading Client Content to Dpmnetworks.com. DPM Network Music Distribution does not obtain or secure transfer of Client Content from Client’s former distributor or other third parties. Within a reasonable time after the expiration or termination of this Agreement, DPM Network Music Distribution will remove Client Content from its servers. DPM Network Music Distribution is not responsible or obligated to transfer Client Content from DPM Network Music Distribution to Client or any third party.

The client will be solely responsible for ensuring that Client Content and account details are always correct and updated on the website of Dpmnetworks.com.

(c) **Modifications by DSPs.** DSPs receiving releases from DPM Network Music Distribution may modify portions of Client Content (e.g.: genre, artist name, release name) if, in their reasonable business judgment, they feel it is appropriate. DPM Network Music Distribution will distribute the Client’s material “as is”. The client understands that “as is” means that the Client Content delivered to DPM Network Music Distribution is delivered to DSPs in substantially the same form.

(d) **Storage.** The client acknowledges that the Client is solely responsible for the storage and backup of Client Content on Client's own server(s) or devices. DPM Network Music Distribution may store specific files for distribution but is not obligated or required to store Client Content.

(e) **Updates (Redelivery, Mistakes, File Replacements).** The client shall ensure that its material is correct and final prior to delivering such material to DPM Network Music Distribution for approval and delivery to DSPs. Requests for changes shall be submitted via Dpmnetworks.com. Clients may not reach out to any DSP directly. DPM Network Music Distribution cannot guarantee that any DSP will acknowledge or agree to any requested change(s). The client agrees to provide DPM Network Music Distribution with replacement files if requested. Requests to update metadata shall be sent via email to support@dpmnetworks.com

(f) **Takedowns.** In the event that DPM Network Music Distribution receives a takedown request regarding Client Content from a DSP or other third party based on a credible copyright or trademark infringement claim (as determined by DPM Network Music Distribution in its discretion), DPM Network Music Distribution will remove such Client Content and Client will be assessed a US \$20 processing fee per piece of Client Content that is subject to the claim, which may be deducted from Royalties or, if none are due to Client, Client shall pay DPM Network Music Distribution within thirty (30) days of Client's receipt of notice regarding the same. In the event that DPM Network Music Distribution receives more than one takedown request in connection with Client Content, DPM Network Music Distribution may, in its sole discretion, immediately terminate this Agreement.

(g) **DSP Specifications.** Each DSP has a different standard or requirement for Client Content. DPM Network Music Distribution agrees to use commercially reasonable efforts to assist the Client to meet each DSP's requirements. However, the Client agrees that DPM Network Music Distribution cannot guarantee approval and acceptance by any or all DSPs.

Client's Preferred DSP: DPM Network Music Distribution is not obligated to promote Client Content to Client's chosen or preferred DSP for special features, banners, or playlists.

(h) **YouTube Content ID and DMCA:** Client grants DPM Network Music Distribution the exclusive right throughout the Territory and during the Term to submit YouTube Content ID claims and other DMCA notices on Client's behalf with respect to any Client Content and take any action against any third party in respect of their exploitation of Client Content (DPM Network Music Distribution shall determine, in its sole discretion, whether and to what extent DPM Network Music Distribution will negotiate or contract with any third party); and perform any other act incidental and necessary to the Services.

Intellectual Property Rights: Client warrants and represents that it owns and/or controls all rights in and to all Client Content provided to DPM Network Music Distribution (including, but not limited to, masters, videos, sound recordings, underlying compositions embodied in masters, ID Materials, artist names, song names, artwork and images (individually and jointly, "Client

Content”)) and that it owns and/or controls all rights necessary to grant the rights set forth in this Agreement. The client also guarantees that it has secured written permission from any and all third parties whose performances and/or contributions are embodied in Client Content. The client will not deliver any Client Content to DPM Network Music Distribution which is not owned and/or controlled by the Client. If any portion of any Client Content delivered to DPM Network Music Distribution hereunder contains content not owned and/or controlled by Client, Client will indemnify and hold DPM Network Music Distribution harmless from any and all costs and expenses incurred in connection therewith, including, without limitation, attorneys’ fees and costs and settlement amounts agreed to by DPM Network Music Distribution in its sole discretion. Client further grants DPM Network Music Distribution a non-exclusive, sublicensable license to use Client’s ID Materials during the Term and throughout the Territory in connection with the exercise of DPM Network Music Distribution’s rights hereunder, including, without limitation, the distribution, and promotion of Client Content, without further compensation to Client or any other person except as otherwise expressly stated in this Agreement.

Illegal Boosting: Use of bots, third party tools, so-called “juicing” or any artificial method of fabricating or boosting the amount of Client Content streams is prohibited and, if Client engages in such behavior, DPM Network Music Distribution may immediately terminate this Agreement. If DPM Network Music Distribution suspects or learns that Client is engaging in this activity, DPM Network Music Distribution will withhold all payments related to Client Content that is the subject of such activity until a DPM Network Music Distribution investigation determines that Client has not engaged in the prohibited activity and that Client is entitled to such funds.

Representations and Warranties: Client represents and warrants that (i) Client has the unrestricted right, power and authority to enter into and perform under this Agreement and to grant to DPM Network Music Distribution all rights specified herein; (ii) at all times during the Term, all of the information, data and materials that Client provides to DPM Network Music Distribution shall be accurate, current and complete, including, without limitation with respect to the extent of Client’s ownership percentage(s) of Client Content; (iii) Client Content and ID Materials do not and shall not at any time during the Term infringe upon any rights of any third party or violate any law, rule, or policy; (iv) the execution, delivery, and performance of this Agreement by Client does not and shall not at any time during the Term conflict with any agreement, order, or judgment to which Client is bound; and (v) Client Content is and throughout the Term shall be free from any adverse claims, liens or encumbrances of any kind by any person or entity.

Termination and Breach.

(a) **Client Content Remaining.** The client acknowledges that licenses granted by DPM Network Music Distribution to DSPs may remain in force for a period after the termination of this Agreement. Accordingly, DPM Network Music Distribution will not be subject to any liability for previously distributed Client Content which remains with DSPs or third parties for the term of such licenses granted while this Agreement was in force and effect.

(b) **Payments.** Upon expiration or termination of this Agreement, DPM Network Music Distribution will provide any remaining Statement(s) to Client on a quarterly basis until no Royalty payments remain. Royalty payments are not expedited following termination or expiration of this Agreement.

(c) **Termination.** Regardless of other termination provisions, DPM Network Music Distribution reserves the right to terminate this Agreement any time for any reason immediately upon written notice to the Client. Grounds for termination may include but are not limited to, disruption of or threat to DPM Network Music Distribution's business or relationships with DSPs, misconduct, violation of another person's intellectual property, or breach of the terms of this Agreement. Notwithstanding anything to the contrary contained herein, if DPM Network Music Distribution terminates the Term of this Agreement on account of a breach by Client, DPM Network Music Distribution shall have the ongoing right to collect any and all revenue relating to licenses issued to third parties for Client Content during the Term until such licenses expire or are terminated. No act or omission of DPM Network Music Distribution shall constitute breach of this Agreement unless Client first notifies DPM Network Music Distribution in writing setting forth such alleged breach and DPM Network Music Distribution does not cure the same, if capable of being cured, within thirty (30) days after receipt of such notice.

(d) **Breach of Exclusivity/ Right to Cure.** If Client fails to abide by the exclusivity provisions set forth in this Agreement, it will be considered a breach of this Agreement, subject to a twenty (20) calendar day opportunity to cure such breach. If Client fails to cure such breach within twenty (20) calendar days of notification of same, in addition and without prejudice to all of DPM Network Music Distribution's other available rights and remedies at law and in equity, DPM Network Music Distribution will have the right to terminate this Agreement immediately upon notice at the sole discretion of DPM Network Music Distribution. For the avoidance of doubt, termination by DPM Network Music Distribution shall be a non-exclusive remedy for any breach of the exclusivity provisions by Client and nothing contained in this paragraph (d) shall preclude DPM Network Music Distribution from pursuing any other remedies available to DPM Network Music Distribution in the event Client fails to abide by exclusivity provisions contained herein

(e) **Copyrights/Content Disputes.** In the event that DPM Network Music Distribution receives a notice or claim of copyright, trademark, or other legal-related dispute pertaining to Client Content, DPM Network Music Distribution will be entitled to withhold Royalties otherwise allegedly payable to Client and related to such Client Content until the matter is concluded in a way where, in DPM Network Music Distribution's sole discretion, Client is determined to be the rightful copyright owner and the Client Content does not infringe any third-party's rights. The client further acknowledges that DPM Network Music Distribution cannot control the length of any dispute. If DPM Network Music Distribution receives a copyright or trademark infringement or other legal notice from third parties regarding Client Content, DPM Network Music Distribution will notify Client. If Client does not respond within three (3) business days of DPM Network Music Distribution's notification of Client, DPM Network Music Distribution may issue and/or authorize takedowns for any affected Client Content. DPM Network Music Distribution may request that Client provide documentation to evidence Client's ownership of Client Content

at any time. Failure to provide documentation within three (3) business days of DPM Network Music Distribution's request for same may result in non-payment of Royalties, takedown of Client Content, and immediate termination of this Agreement, all at DPM Network Music Distribution's election.

Additional Documents. Both parties agree to execute upon reasonable request any and all additional documents or instruments to do any and all things reasonably necessary or desirable to effectuate the purposes of this Agreement.

Notices. Unless otherwise specified herein, all notices, requests, demands, payments, consents, and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand-delivered or upon delivery when sent by the United States certified mail, postage prepaid, return receipt requested, to the addresses first set forth hereinabove. DPM Network Music Distribution or Client may change his/her/its address for notices by giving written notice of such change of address to the other party.

Miscellaneous. If by reason of fire, flood, water damage, power failure, catastrophe, pandemic, terrorism, strike, war, failure of computer systems, or other force majeure event, DPM Network Music Distribution is materially hampered in the fulfillment of its obligations hereunder, the fulfillment of DPM Network Music Distribution's obligations shall be suspended for an amount of time equal to the force majeure event and DPM Network Music Distribution shall not be deemed in breach as a result thereof. In the event a dispute shall arise between the parties to this Agreement, the parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of United States Arbitration & Mediation. The parties agree to share equally in the costs of mediation. In the event of any litigation arising out of a breach or threatened breach of this Agreement by either party or infringement of any rights of one party by another party, the prevailing party shall be reimbursed for his/her/its reasonable attorneys' fees and other expenses of such litigation. Client hereby indemnifies and holds DPM Network Music Distribution harmless for any and all harm or damages arising from or related to Client's breach of any of Client's warranties contained herein. Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented by counsel or independently chose to forgo legal representation. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise, accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement. This Agreement shall be subject to and construed in accordance with the laws of the State of Florida applicable to agreements which are executed and fully performed therein. Both parties hereby submit to the personal jurisdiction of the state and federal courts of the State of Florida. Venue for any disputes arising out of or related to this Agreement shall lie solely in Orange County, Florida. Except as expressly provided to the contrary herein, each provision of this Agreement shall be considered separate, and in the event that any provision is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. Nothing contained herein shall constitute a partnership between or joint venture by the parties or

constitute either party as the agent of the other. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument, respectively. Executed copies of the signature pages of this Agreement sent by facsimile or transmitted electronically, shall be treated as original and are fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment. This Agreement constitutes the entire agreement between the parties and cannot be modified, supplemented or amended except by written instrument executed by the parties and supersedes and cancels all other and former agreements and understandings in the premises between the parties as of the date hereof. The waiver by either party of any breach of this Agreement shall not constitute a waiver of any subsequent breach. Any waiver must be in writing to be effective. Headings are for the ease of reference only and shall not be given any weight in interpreting this Agreement.

ACCEPTED AND AGREED BY

Client First and Last Name: _____

User Email Account Name: _____

Artist Name/Label: _____ (This is what appears on DSPs)

Email Address: _____

Signature: _____

Print Name: _____

Title: _____

Date of Signature: _____

DPM Network Music Distribution, LLC. (An Authorized Signatory)