

D7 Sounds LICENSE AGREEMENT WITH MUSIC ARTISTS as of 02/01/2016

This electronic user's license agreement, EULA, including [Schedule"D"](#) attached hereto (collectively, the "Agreement") is made by and between D7 Sounds LLC, which includes its affiliates, successors, parents, subsidiaries, assigns, and designees (collectively, "D7 Sounds") and you ("Artist," as identified below).

RECITALS

WHEREAS, D7 Sounds owns and/or controls the websites found at <http://www.D7 Sounds.com>, as well as certain other websites (collectively, the "D7 Sounds Websites");

WHEREAS, D7 Sounds provides Internet-based radio services, including, but not limited to, transmitting and distributing streaming audio content through its distribution network, which includes all end-user interfaces now or hereafter known (including, without limitation, the D7 Sounds Websites, third party websites and widgets) and devices capable of receiving streaming transmissions from D7 Sounds servers, including, without limitation, transmissions via the Internet and/or via mobile/wireless technologies (collectively, "D7 Sounds' Distribution Network"), including TuneIn, Facebook, YouTube, among others;

WHEREAS, Artist intends to submit sound recordings owned by Artist and contained within Artist' catalog to D7 Sounds as set forth in Schedule"D" ("Artist' Sound Recordings") for transmission through D7 Sounds' Distribution Network and inclusion in "D7 Sounds' Music Library" (a library of sound recordings that D7 Sounds' broadcasters can preview and add directly to their playlists);

WHEREAS, Artist owns all or sufficient rights, title and interest in Artist' Sound Recordings such that Artist is permitted to lawfully waive any royalties associated with the digital performance of the Artist' Sound Recordings and to grant D7 Sounds a royalty-free license to transmit, use, reproduce or otherwise exploit Artist' Sound Recordings through D7 Sounds' Distribution Network for promotional purposes only;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements set forth in this Agreement, the parties hereto agree as follows:

REPRESENTATIONS AND WARRANTIES

1. Artist represents and warrants as follows with respect to each of Artists' Sound Recordings to be included within D7 Sounds' Distribution Network and D7 Sounds' Music Library:

(a) Artist owns or controls all or sufficient rights, title and interest in and to Artist' Sound Recordings such that Artist is permitted to lawfully waive royalties (including all applicable statutory royalties) related to the digital performance of Artist' Sound Recordings (Soundexchange);

(b) Artist owns or controls all or sufficient rights, title and interest in and to Artist' Sound Recordings contained in the Artist' catalog to lawfully grant D7 Sounds a royalty-free, worldwide license to transmit, use, reproduce or otherwise exploit Artist' Sound Recordings through D7 Sounds' Distribution Network for promotional purposes only;

(c) Artist' Sound Recordings do not infringe upon the copyright or any other statutory or common law intellectual property rights (including without limitation trademark, service mark, and trade name rights), proprietary rights (including without limitation trade secrets), or rights of privacy or publicity of any third party;

(d) Artist has not sold, assigned, transferred, or otherwise encumbered any part of his/her right, title, and interest in and to Artist' Sound Recordings in a manner that would interfere or conflict with his/her right to grant the license to D7 Sounds contained in this Agreement. For avoidance of doubt, Artist warrants that s/he has the full right, power, and authority to grant all rights conferred upon D7 Sounds under this Agreement; and

(e) Other than the license and rights provided in this Agreement, no other licenses need to be obtained by D7 Sounds from any other person, firm, corporation or other entity in any country or territory of the world — including, without limitation, any domestic or foreign performance right organization, mechanical royalty collection organization or society (including the Harry Fox Agency and NMPA), music publisher, administrator, record label or other company — in connection with: (i) D7 Sounds' transmission, distribution, reproduction and/or other use of any of Artist' Sound Recordings through D7 Sounds' Distribution Network; or (b) any other rights granted by Artist to D7 Sounds in this Agreement.

GRANT OF RIGHTS

2. In consideration of the inclusion of Artist' Sound Recordings into D7 Sounds' Distribution Network and D7 Sounds' Music Library and/or the promotion of Artist' catalog to D7 Sounds' users, Artist hereby grants D7 Sounds a royalty-free, non-exclusive, worldwide, perpetual, revocable performance license to:

(a) Use, transmit, reproduce, perform, display publicly, perform digitally, and distribute by any means and any medium now known or hereafter devised, Artist' Sound Recordings (in whole or in part) through D7 Sounds' Distribution Network for any and all purposes (including, without limitation, in connection with the exploitation, marketing, advertising or promotion of D7 Sounds and/or D7 Sounds' Distribution Network), to the full extent permitted by law;

(b) Use any trademarks, service marks or trade names incorporated in Artist' Sound Recordings or associated with any artists, producer or other individuals whose performances are embodied in Artist' Sound Recordings — to the extent deemed necessary by D7 Sounds and in its sole discretion — in connection with the transmission, distribution, reproduction and/or other use of Artist' Sound Recordings through D7 Sounds' Distribution Network and/or the advertising, promotion and marketing of D7 Sounds and the services provided by D7 Sounds as related to the license or use of Artist' catalog; and

(c) Use the name and likeness of any artists, producers or other individuals whose performances are embodied in Artist' Sound Recordings — to the extent deemed necessary by D7 Sounds and in its sole discretion — in connection with the transmission, distribution, reproduction and/or other use of Artist' Sound Recordings through D7 Sounds' Distribution Network and/or in connection with the advertising, promotion and marketing of D7 Sounds and the services provided by D7 Sounds as related to the license or use of Artist' catalog.

3. D7 Sounds, LLC acknowledges and agrees that Artist may revoke this license at any time by submitting such request in writing through the certified USPS to D7 Sounds % Richard Varrasso PO Box 387 Fremont, CA 94537 and please send a copy to d7sounds@att.net (songs may take up to 30 days to delete from playlists.)

4. Artist hereby grants D7 Sounds — in its sole discretion — the right to market or make other public announcements or statements relating to this Agreement or Artist' Sound Recordings through various marketing channels, including, but not limited to, the D7 Sounds Websites, newsletters and electronic mail.

OTHER TERMS AND CONDITIONS

5. Artist' Obligations. Artist shall: (a) provide complete track information (as delineated in Schedule"D"), upon executing this Agreement, for each of Artist' Sound Recordings to be included in D7 Sounds' Distribution Network and D7 Sounds' Music Library; (b) promptly provide to D7 Sounds, upon D7 Sounds' request, any and all documents and other evidence related to his/her rights in and to Artist' Sound Recordings, including, without limitation, copyright registration certificates, assignments, licenses, administration agreements, releases, recording agreements, producer agreements, and other agreements; (c) provide D7 Sounds with prompt (i.e., less than 10 days) written notice of any of Artist' Sound Recordings for which Artist no longer has the right to waive digital performance royalties, for example if such Artist' Sound Recordings are no longer part of the Artist catalog; (d) take all actions and execute all documents as may be necessary or desirable to carry out or implement and give full effect to the provisions and intent contemplated herein; (e) immediately provide to D7 Sounds, upon executing this Agreement, the data records (based on an agreed upon protocol for the transfer of data and metadata) for all of Artist' Sound Recordings to be included in D7 Sounds' Distribution Network and D7 Sounds' Music Library; and (f) work with D7 Sounds to create song previews for each of Artist' Sound Recordings to be included in D7 Sounds' Music Library and D7 Sounds' Distribution Network. In other words, Songs must be meta-tagged.

6. Content Approval. D7 Sounds shall have final approval as to any and all of Artist' Sound Recordings to be transmitted through D7 Sounds' Distribution Network or included in D7 Sounds' Music Library.

7. No Agency Relationship. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, employer-employee relationship or other form of joint enterprise between Artist and D7 Sounds.

8. Limitation of Liability. IN NO EVENT SHALL D7 Sounds BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE OR ANTICIPATED PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, EVEN IF D7 Sounds HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Disclaimer. TO THE EXTENT PERMITTED BY APPLICABLE LAW, D7 Sounds PROVIDES ITS TECHNOLOGY AND SERVICES "AS IS," WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. D7 Sounds EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS SECTION CONTAINS THE ONLY WARRANTIES, EXPRESS OR IMPLIED, MADE BY D7 Sounds. ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY EXCLUDED AND DECLINED. D7 Sounds DISCLAIMS ANY IMPLIED WARRANTIES, PROMISES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT, WHETHER AS TO ANY D7 Sounds TECHNOLOGY OR SERVICES (INCLUDING ANY TOOLS) RENDERED BY D7 Sounds AND/OR THE TECHNOLOGY DEPLOYED IN CONNECTION THEREWITH. D7 Sounds MAKES NO REPRESENTATION THAT THE OPERATION OR PROVISION OF ITS SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND D7 Sounds WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

10. Indemnity. Artist hereby indemnifies and holds harmless, and agrees to defend against any third-party claim or action brought against D7 Sounds or any of its parent, subsidiary or affiliated companies, its or their directors, officers, employees, licensees, agents, attorneys, assigns or independent contractors, from and against any and all claims, actions, losses, liabilities, damages, costs and expenses (including attorneys' fees and costs) arising out of or relating to any claim(s) that would constitute a breach of any warranty, representation, covenant or agreement made by Artist in this Agreement ("Indemnified Claims"). D7 Sounds shall (at Artist' expense) be entitled to participate in the defense of any Indemnified Claim with its own counsel.

11. Term; Termination. The term of the Agreement shall be for ten (10) years from the date this Agreement is entered into by Artist, with automatic renewal on a year to year basis. This Agreement shall be terminated upon the provision of a written notice prior to the end of the ten-year term or any of the renewal terms. Notwithstanding anything contained in this Agreement to the contrary, D7 Sounds reserves the right to refuse to post and/or to remove any or all of Artist' Sound Recordings from its servers for any reason, including, without limitation, if, in D7 Sounds' sole opinion, Artist is in breach of any part of this Agreement or if D7 Sounds determines that such

action is necessary to comply with applicable laws, including the "notice and takedown" provisions of the Digital Millennium Copyright Act or any legislation or rule of law in any jurisdiction of the world, or if such Sound Recordings infringe or violate, or are claimed to infringe or violate, the rights of any third party or are otherwise deemed to be objectionable. Artist may revoke this license at anytime; see number three above.

12. Assignment. D7 Sounds may assign, directly or indirectly, all or part of its licenses, rights or obligations under this Agreement with notice to Artist.

13. Notices. Any communication in connection with this Agreement shall be in writing and sent by fax or mail (unless the address is changed by a notice) as follows:

- To D7 Sounds: PO Box 387 Fremont, CA 94537 Attn: General Manager

- To Artist: at the address set forth in Schedule"D"..

MISCELLANEOUS

14. This license shall apply, at any time during the term of this Agreement, to all of Artist' Sound Recordings that are identified in Schedule"D", including those sound recordings from Artist' repertoire that may be added to Schedule"D" at some point subsequent to the entry of this Agreement.

15. All provisions that must survive in order to give effect to their meaning shall survive any expiration or termination of this Agreement, including, without limitation, all of Artist' representations, warranties and indemnification obligations.

16. Artist understands and agrees that the consideration recited in this Agreement is the complete consideration for the rights granted by it in this Agreement, and it shall not look to D7 Sounds for any compensation or further consideration of any kind in connection with such rights granted by it.

17. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous communications. D7 Sounds has the right to modify the terms of this Agreement upon thirty (30) days written notice to Artist. Notwithstanding the preceding provisions of this paragraph, this Agreement incorporates by reference the terms of the D7 Sounds' "Terms of Use" (which are posted on D7 Sounds Websites) as the same may be amended from time to time; provided, however, in the event of any inconsistencies between the Terms of Use and this Agreement, the terms of this Agreement shall be controlling.

18. If a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to implement the intent of the parties, and the remainder of the Agreement shall continue in full force and effect. This Agreement and all matters arising under it shall be governed by the applicable laws of the United States, including U.S. intellectual property laws and the laws of California applicable to contracts entered into and wholly to be performed therein, without regard to choice of law rules. The parties consent to the exclusive jurisdiction of the state courts located in San Mateo County, California and/or the federal courts located in the Northern District of California.

19. Any delay or failure on the part of either party to enforce any rights hereunder to which it may be entitled shall not be construed as a waiver of the right and privilege to do so at any subsequent time. No waiver of any breach shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

This Agreement is entered into for good and valuable consideration, the receipt and sufficiency of which is acknowledged and accepted by both parties. Accepted by marking YES on Schedule"D".

