



W W W . B I G H E A V Y W O R L D . C O M

MP3 SHOWCASE LICENSE AGREEMENT

1. LICENSE GRANT.

You hereby grant to us, and by the act of delivering sound recordings, musical works and/or other material (such as pictures, videos, song lyrics, etc.) ("Material") to us grant to us, a nonexclusive, worldwide, royalty-free license to: (a) reproduce, distribute, publicly perform, publicly display and digitally perform the Material in whole or in part; (b) create and use samples of the 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 Material in connection with your material; and (d) use the name and likeness of any individuals represented in the Material only in connection with your material..

2. 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.

3. REPRESENTATIONS AND WARRANTIES.

You represent and warrant that (a) the Material is your and 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 secrets or 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) 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 users 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 reasonable request, that evidence or effectuate our rights under this agreement.

4. DISCLAIMER.

We provide our services related to this agreement "as is" without warranty of any kind.

5. 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.

6. 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 by so notifying you; the agreement will terminate upon your actual receipt of such notice or three days after we have sent a notice of termination to the e-mail address which you supply to us below. Upon termination, all of our license rights terminate. Section 3 above survives termination.

7. MISCELLANEOUS.

This agreement will be governed by Vermont law. Any action or proceeding arising out of or related to this agreement must be brought in a state or federal court located in Burlington, Vermont, 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. It may be changed only by a writing signed by both parties (e-mail headers and/or plaintext signatures on e-mail messages shall be deemed signatures).

Authorized Agent's Signature / Date

Address: _____

Phone: _____

Email: _____

Let us know which track(s) you'd like for us to encode and make available for free download on the Big Heavy World Web site.

The Track(s): _____

RETURN THIS FORM WITH YOUR CD TO BIG HEAVY WORLD, P.O. BOX 428, BURLINGTON, VT 05402 ATTN: MP3 SHOWCASE