

oySongs, LLC Artist Agreement

This Agreement is made effective this 10th day of April, 2009, between oySongs, LLC, an Oklahoma Limited Liability Company, (“oySongs”) and Chatterbox Media (as represented by Sid Sheres) (representing Anselm Rothschild), a(n) independent artist (“Artist”). Artist and oySongs agree as follows:

1. Definitions

When used in this Agreement, the following words/phrases are defined as follows:

- a. “oySongs Storefront” means a website (such as oySongs.com) or other mechanism that oySongs owns, operates, is authorized to use, or authorizes others to use for the downloading and other distribution of Audio Files, Sheet Music Files, and Promotional Content (all as defined below).
- b. “Audio File” means a song, recording, or other creative output in digital format that Artist has the right to authorize, and does authorize, oySongs to make available for downloading and streaming worldwide via any oySongs Storefront.
- c. “Sheet Music File” means a piece of sheet music or other music-related creative output in digital format that Artist has the right to authorize, and does authorize, oySongs to make available for downloading worldwide via any oySongs Storefront.
- d. “Promotional Content” means Artist’s name, Artist’s likeness, sample of Artist’s creative output, Artist’s album artwork (including without limitation cover art, other art, liner notes, biographical information, and reviews), Artist’s upcoming performance dates, metadata, and any other information relating to Artist’s creative output, any and all of which Artist has the right to authorize, and does authorize, oySongs to use non-exclusively as oySongs deems appropriate in connection with the marketing and operation of oySongs’ business.

Payment to Artist

- a. Artist agrees that oySongs will be the exclusive distributor for all primarily or predominantly Jewish web sites and/or other Storefronts, and an authorized licensor, of Audio Files and Sheet Music Files, except that Artist may distribute Audio Files and Sheet Music Files solely on a website wholly owned or controlled by Artist. oySongs agrees that Artist will be entitled to a payment of 50% of the net receipts (gross receipts, less all credit card fees and oySongs’ customer service charges) from downloads and licensing of Audio Files. oySongs agrees that Artist will be entitled to a payment of 50% of the net receipts (gross receipts, less all credit card fees, software licensing fees, and oySongs’ customer service charges) from downloads and licensing of Sheet Music Files. oySongs reserves the right and has the sole discretion to determine the price to be paid, including any special promotions, by customers and clients of oySongs Storefronts for any and all purchases.
- b. oySongs will issue accountings of payments owed hereunder on a quarterly basis, and payments will be issued within 30 days of the conclusion of each applicable quarterly accounting period (provided that the payment due to the Artist exceeds \$25.00 (U.S.); otherwise, oySongs will retain these funds until the conclusion of a future quarterly accounting period when the cumulative payment due to the Artist exceeds \$25.00 (U.S.)). Artist shall have the right, at its expense, upon thirty days prior notice to oySongs, to reasonable inspection of oySongs’ books and records, which relate to the subject matter hereof, at a place where such books and records are normally maintained, in order to verify the accuracy of accountings. Such inspection shall not take place more than once a year. Artist shall be deemed to have consented to all accountings rendered hereunder and said accountings shall be binding upon Artist and not subject to objection for any reason unless specific written objection stating the basis thereof is given to oySongs within one year after the date the accounting was rendered.

Responsibilities of Artist

Artist warrants that Artist has lawfully obtained, and will continue to maintain, all necessary rights for the content of Audio Files, Sheet Music Files, and Promotional Content (such as a cover version of another artist’s

composition, lyrics, etc.). Artist further warrants that Artist has paid, and will continue to pay, any and all applicable license fees, mechanical and other royalties, contractual payments, and all other amounts necessary to allow oySongs to operate in accordance with this Agreement. Artist promises to notify oySongs immediately if Artist believes at any time that Artist may not be in compliance with all applicable laws related to intellectual property, as well as all of these and any other responsibilities under this Agreement, and to provide evidence of Artist's compliance with any and all responsibilities upon oySongs' request. Artist understands that oySongs is in no way responsible or liable for any of the requirements in this section.

Discretion of oySongs

oySongs maintains sole discretion over the use or non-use of Audio Files, Sheet Music Files, Promotional Content, and any other content that appears on or in an oySongs Storefront. Artist agrees to continue to provide oySongs with Artist's most current creative output and Promotional Content. Artist specifically warrants that no content of any kind provided to oySongs will be pornographic, obscene, violent, anti-Semitic, racist, sexist, or otherwise discriminatory. Additionally, since oySongs is intended to promote exclusively Jewish music and/or artists, Artist further specifically warrants that no content of any kind provided to oySongs will be Christian, Christian-messianic, or from any faith community other than Judaism.

Term and Termination

This Agreement will remain in force for a period of one year from the effective date. This Agreement will automatically renew for additional one-year period(s), unless either party provides the other party with written notice of the desire to terminate at least sixty days in advance of the beginning date of the next contractual year (i.e., the applicable anniversary of the effective date). Either party has the right to terminate this Agreement prior to the expiration of the contractual year if the other party materially breaches this Agreement and does not cure (or otherwise resolve) said breach within thirty days of receiving written notice of said breach. Regardless of the cause of termination, each party's obligations under the Agreement that are continuing in nature will survive termination of this Agreement.

Indemnification and Limitation of Liability

- a. Artist agrees to fully indemnify oySongs, including without limitation oySongs' members, officers, employees, and agents (collectively "oySongs") and hold oySongs harmless, including promptly providing the ongoing costs of oySongs' response to any potential or actual breach of this Agreement and/or threatened litigation, and oySongs' actual defense of any litigation, from and against any and all losses, liabilities, damages, costs, or expenses arising out of a threatened or actual claim by any party by reason of a breach of any of Artist's warranties, representations, obligations, or other responsibilities under this Agreement and/or applicable law, provided that oySongs promptly notifies Artist of any applicable claim.
- b. Except as provided above in this section, neither Artist nor oySongs shall be liable to the other party for any punitive, consequential, incidental, indirect, or special damages, including without limitation any loss of profits, even if placed on notice of the possibility of such damages.

Confidentiality

oySongs hereby gives notice to Artist that all information provided to Artist by oySongs, including without limitation oySongs' business plan, marketing and other strategy, and operations, is confidential and is to be considered proprietary to oySongs. Artist agrees that none of such information shall be copied, distributed, or reproduced in any manner by Artist without the express written consent of oySongs. Such confidentiality undertakings survive the termination of this Agreement.

General Provisions

- a. *Entire Agreement.* This Agreement and any documents specifically identified herein contain the entire understanding between the parties and supersede any prior written and/or verbal understandings and agreements by and between them respecting the subject matter of this Agreement.

- b. *Agreement Binding.* This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
- c. *Waiver.* The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect such party's rights to enforce such provision, nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same or dissimilar provision.
- d. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. In the event of any dispute under or relating to the terms of this Agreement or any breach thereof, the parties agree that the same must be submitted to arbitration to be conducted in Tulsa, Oklahoma, by the American Arbitration Association, with arbitrators who are selected by mutual agreement of the parties and who have experience in dealing with intellectual property matters, and judgment upon any award rendered by arbitration may be enforced in any court having jurisdiction thereof.
- e. *Relationship of Parties.* No agency, partnership, joint venture, employment, or other direct relationship between Artist and oySongs shall arise from this Agreement or from the parties' dealings otherwise. Artist's relationship with oySongs is that of an independent contractor. Artist shall not hold out to any third parties to be an agent or other representative of oySongs, and Artist shall not be granted, or hold out to have, any authority to act for, or to create any liabilities on behalf of, oySongs, other than as expressly set forth in this Agreement.
- f. *Parties in Interest.* Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.
- g. *Facsimile Signatures.* This Agreement may be executed in counterparts and by facsimile, each of which when executed and delivered shall constitute an original, but all of which together shall constitute one and the same document. Facsimile transmission of any signed original document and the retransmission of any signed facsimile transmission shall be the same as delivery of the original signed document.
- h. *Remedies.* Any remedies provided under the terms of this Agreement are intended to be cumulative in nature and will be in addition to any other remedies available under this Agreement and/or the law.
- i. *Force Majeure.* Neither Artist nor oySongs shall be liable for any damages whatsoever for any failure to fulfill any obligations under this Agreement if such failure is caused by or arises out of an act of force majeure, including without limitation acts of God, acts of war or terrorism, riot, labor dispute, natural disaster, power outage, fire, Internet failure, or any other reasons beyond the control of the party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date indicated below.

oySongs, LLC

By ✕ _____

Name _____

Date _____

2832 E. 102nd Place

Tulsa, OK 74137

United States of America

918.299.4112 (p)

oy@oySongs.com

918.299.4113 (f)

Artist or Authorized Signatory

By ✕ _____

Name _____

Date _____

S.S.# or Fed. ID# _____

Date of Birth (MM/DD/YYYY) _____

Phone _____

E-mail _____

Fax _____

Address for all correspondance including payments:

Street _____

City _____

St./Prov. _____ Zip/Postal Code _____

Country _____