

## **NON-EXCLUSIVE LICENSE AGREEMENT**

This Agreement, made and entered into as of \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between Joe Taylor doing business as Pig Zen Space with a business address at PO Box 5132, Chapel Hill, NC 27514, USA (hereinafter named "PZS") and

\_\_\_\_\_ with a business address at \_\_\_\_\_ (hereinafter named "Band/Label"), (collectively, the "Parties"), sets forth the following:

### **PREAMBLE**

**WHEREAS**, Band/Label holds the copyright and/or world-wide rights to a collection of music recordings, or other intellectual property creations (hereinafter "Records") and,

**WHEREAS**, Band/Label and PZS desire for PZS to sell electronic download versions of these Records from the PZS internet store,

**NOW THEREFORE**, in consideration of the mutual covenants contained in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

### **TERMS AND CONDITIONS**

**1. GRANT OF LICENSE.** During the term of this Agreement, Band/Label may, at Band/Label's sole discretion, submit Records to PZS (such submitted Records hereinafter "Submitted Records"). The Band/Label grants to PZS a non-exclusive, world-wide license to produce and sell electronic download versions of the Submitted Records (hereinafter "Licensed Records").

#### **2. ROYALTIES.**

- (a) PZS shall pay to Band/Label a \$2.75 royalty on each individual sale of a Licensed Record sold to customers of the PZS website as an electronic download and paid for with Paypal, Visa, Mastercard, or Discover, or American Express.
- (b) PZS shall make payment on or before the 15th of each month based on sales for the prior calendar month.
- (c) Royalties shall be paid by Paypal to the e-mail address provided by the Band/Label.
- (d) The royalties from the first seven (7) sales of each individual Licensed Record provided to PZS by Band/Label are paid to PZS as compensation for creating the Band/Label's page on the PZS website.
- (e) If the Band/Label chooses to participate in the Referral Program described in section 3 below, one or all of these first sales may be paid to Band/Label and not retained by PZS.
- (f) Upon thirty (30) days notice to the Band/Label, PZS may change the royalty amounts in section 2a, above. Upon any such notice, the Band/Label shall have the right to immediately terminate this Agreement.

#### **3. REFERRAL PROGRAM.**

- (a) For each new Band/Label referred to PZS by a Band/Label with an existing account with PZS, PZS will remove one of the otherwise withheld first seven (7) sales of a Licensed Record sold by that Band/Label (hereinafter "credit for one sale").
- (b) The new Band/Label referred to PZS must be accepted by PZS for a credit of one sale to be provided to the Band/Label who referred them.
- (c) Credit for one sale given to a Band/Label for referring a new Band/Label to PZS is not applied retroactively.
- (d) Credit for one sale may be applied by a Band/Label towards a Licensed Record to be added to the PZS website at a future date.

**4. TERM.** Unless sooner terminated per Section 6 of this Agreement, this Agreement shall extend for a period of 50 years from the date of the signing of this Agreement.

**5. STATEMENTS OF BOOKS OF ACCOUNT.** PZS shall keep and maintain accurate books of accounts, setting forth the sale of Licensed Records for up to two years from the date of sale. The Band/Label, at the Band/Label's sole expense, shall have the right to inspect PZS's books of accounts and facilities for the sole purpose of verifying the accuracy of the books of account and sales regarding the Licensed Records and royalties. The Band/Label may inspect no more than four (4) times a year, during normal business hours, and with forty-eight (48) hours prior notice. In the event of discrepancies between the royalty statement and PZS's accounts, PZS shall tender such monies due to Band/Label within ten (10) days.

**6. TERMINATION.** Band/Label shall have the right to terminate this Agreement and the rights granted to PZS if PZS does not make timely payment of royalties, or if PZS violates any of its obligations under the terms of this contract. Termination shall be caused in any of the above cases or by reason of other breach or default by PZS, by Band/Label giving thirty (30) days written notice of such breach to PZS. If such breach is not cured within thirty (30) days following receipt of such notice, this Agreement and all of PZS's rights hereunder shall cease and terminate and be of no further force or effect. Band/Label shall additionally have the right to terminate this Agreement for any reason, at its sole discretion, upon thirty (30) days notice to PZS. PZS shall have the right to terminate this Agreement for any reason, at its sole discretion, upon thirty (30) days notice to Band/Label.

**7. PZS'S WARRANTIES AND INDEMNIFICATION.** PZS represents and warrants that it has the right to enter into this Agreement and that it has taken all appropriate steps to obtain such rights pursuant to its by-laws and articles of incorporation. PZS further represents and warrants that it will comply with all governmental laws, rules and regulations

pertaining to it in connection with the marketing and sale of electronic downloads of the Licensed Records, and all other transactions contemplated by this Agreement.

**8. BAND/LABEL'S WARRANTIES AND INDEMNIFICATION.** Band/Label represents and warrants that it has the right to enter into this Agreement and that it has taken all appropriate steps to obtain such rights pursuant to its by-laws and articles of incorporation. Publisher hereby indemnifies PZS and undertakes to defend PZS against and hold PZS harmless from any claims, suits, loss and damages arising out of allegations of copyright infringement or libel arising out of PZS's sale of electronic downloads of the Records. Band/Label represents that they have made no changes to this Agreement from the form last provided by PZS without notifying PZS of such changes.

**9. MISCELLANEOUS.** This Agreement contains the entire Agreement of the Parties with respect to the matters covered by the Agreement. This Agreement may not be altered, amended, modified, or changed except in writing signed by all the Parties hereto. No agreement, statement, or promise made by any Party, to any employee, officer, or agent of any Party, which is not contained herein or is not in writing signed by all the Parties hereto, shall be binding or valid. Waiver of a breach of any of the terms hereof or of any default hereunder, shall not be deemed a waiver of any subsequent breach of default, whether of the same or similar nature, and shall not in any way affect the terms hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event the invalidity of any provision shall not affect any other provisions of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as above provided, as the case may be. Band/Label or PZS may assign its rights under this Agreement. Assignment by Band/Label shall not affect the rights granted to PZS herein. Assignment by PZS shall not affect the rights granted to Band/Label herein. This Agreement shall be construed and governed by the laws of the State of North Carolina and the laws of the United States. With regard to any disputes arising under this Agreement, the parties hereby submit to the exclusive jurisdiction of the State and Federal courts located in the State of North Carolina. The parties will perform all of their duties under this Agreement as independent contractors, not as principle-agent, joint ventures or partners.

**10. HEADINGS.** The title of the paragraphs of this Agreement are for convenience only and shall not affect the interpretation or construction of any paragraph.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement the day and year first above written.

\_\_\_\_\_ (Company Name or Personal Legal Name)

Name: \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_ Phone: \_\_\_\_\_

E-Mail \_\_\_\_\_

(How we should pay you electronically through Paypal & contact you if the need arises. Please print clearly)

**Pig Zen Space**

**Joseph Taylor**