

AGREEMENT FOR DIGITAL DISTRIBUTION OF MUSIC

By Southern Empire Worldwide Distribution

This agreement is entered into by Southern Empire Worldwide Distribution, 401 Peyton Drive, Trenton, Ohio 45067, hereafter referred to as "S E", and _____[Artist Name], with address at _____[Address], hereafter referred to as "Artist". The Effective Date of this agreement is _____[Date].

The term of this agreement is the period beginning on the Effective Date of this Agreement and ending thirty (30) calendar days after notice of termination by Artist or S E. S E may terminate agreement by giving written or e-mail notice to participating Artists. Artist may terminate this agreement (or remove selected albums from agreement) by providing S E with written or e-mail notice. 30 days time after notice is allowed to propagate changes and handle show commitments. This agreement allows the S E to distribute digital copies of certain sound recordings (songs) owned or cleared by Artist. Any sound recordings and the underlying musical compositions provided under this agreement must be owned or controlled by Artist and/or have been cleared by Artist. Such sound recordings will be referred to as "Digital Masters."

Artist shall obtain and pay for any necessary clearances and licenses for all sound recordings. Specifically, Artist shall be responsible for and timely pay (i) any royalties and other income due to artists, authors, co-authors, copyright owners, co-copyright owners, producers and other record royalty participants from sales or other uses of Digital Masters, (ii) all mechanical royalties payable to publishers and/or authors or co-authors of copyrighted musical compositions embodied in Digital Masters from sales or other uses of Digital Masters, (iii) all payments that may be required under collective bargaining agreements applicable to Artist or third parties other than SSA, and (iv) any other royalties, fees and/or sums payable with respect to the sound recordings.

All right, title and interest in the sound recordings and related materials proved to SSA shall remain the property of Artist.

SPECIFIC RIGHTS GRANTED TO S E

Artist grants the S E the NON-EXCLUSIVE right to distribute Digital Masters of all tracks from the Sound Recording media given in Appendix B (Albums Offered by Artist). This distribution is limited to the following activities:

The transfer of song Digital Masters onto one or more computers and/or data storage devices which are the exclusive property of S E or its officers or employees (henceforth known as an "S E-approved computer");

The sale and distribution of song Digital Masters to the general public at events in which the S E or its members are actively involved, specifically as representatives of S E. These events include but are not limited to trade shows, demonstrations, seminars, and performances by S E members. Such sale and distribution is governed by Appendix A (Digital Promotional Sales Agreement).

The use of song Digital Masters for various promotional activities, such as playback at shows and events, by representatives of S E.

GENERAL STIPULATIONS

Artist agrees to indemnify and hold harmless S E (and its respective directors, officers and employees) from and against any and all losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees and costs) arising out of a claim by a third party by reason of: (i) a breach of any warranty, representation, covenant or obligation of Artist under this Agreement; or (ii) any claim that any Digital Master, sound recording or other materials provided or authorized by or on behalf of Artist violates or infringes the rights of another party. Except pursuant to an express indemnity obligation, in no event shall either party be liable to the other party for indirect, incidental, consequential or special damages, including loss of profits or punitive damages, even if advised of their possibility.

S E reserves the right, in its sole discretion, to change, modify, add or remove all or part of this Agreement. Notice of any amendments and/or modifications shall be sent to you by email prior to their effective date. In the event that you do not consent to any such amendments and/or modifications, your sole recourse shall be to terminate this Agreement.

Either party shall have the right to terminate this Agreement prior to the expiration of the Term in the event that the other party breaches any material representation, obligation or covenant contained herein, unless such breach is cured prospectively, no later than thirty (30) days from the date of receipt of written notice of such breach, or if not able to be so cured, then resolved to the other party's satisfaction, not to be unreasonably withheld.

APPENDIX A: Digital Promotional Sales Agreement

S E may sell an unlimited number of Digital Media Licenses for any songs included under this agreement, subject to provisions below.

All monies from the sale of Digital Media Licenses under this agreement become the property of the S E, and shall be accounted as income to S E. In return, S E will make reasonable attempts to promote the sale of Artist's commercial albums, either directly or by referral to websites or sales literature.

Digital Media Licenses, upon sale, are to be transferred to the customer through secure short-range private communication between an S E-approved computer and the customer’s media device only (this may be a computer, iPod or other portable media player, or other digital playback device). The license transferred is a single user license only, and does not authorize the licensee to any further distribution of the Digital Media License. No distribution of songs through the Internet or other public networks is permitted by this agreement.

Digital Media Licenses are to be sold only as part of “Sampler Collections” unless Artist specifically marks an album as “Whole Collection Promotional” in Appendix B. Up to three songs from Artist may be included in a Sampler Collection.

Sampler Collections are to be sold at a fixed “sampler price” initially set by S E.

If Artist marks an album as “Whole Collection Promotional”, the entire set of songs comprising this album may be sold as a group for a fixed “album price”.

Album Collections (for all artists) are to be sold at a fixed “album prices” initially set by S E.

Prices for both Sampler Collections and Album Collections may be adjusted at any time by agreement of the officers of S E. Notice of such changes will be sent to members via email as soon as convenient, but such changes do not constitute an alteration of the substance of this agreement.

APPENDIX B: Albums offered by the Artist

“Album” is defined as a published, named collection of songs, whether published as CD, multi-CD set, cassette, or other physical or virtual media. The inclusion of an Album in this section gives permission to use all tracks (songs) on that Album as part of this agreement.

ALBUM NAME	RELEASE DATE PROMOTIONAL?	WHOLE COLLECTION
_____	_____	YES / NO (circle one)
_____	_____	YES / NO
_____	_____	YES / NO
_____	_____	YES / NO
_____	_____	YES / NO

YES / NO

YES / NO

YES / NO

YES / NO

YES / NO

YES / NO

AGREEMENT SIGNED BY

ARTIST

SOUTHERN EMPIRE WORLDWIDE DISTRIBUTION

Date:

date: