



## Unsigned Artist Program

1. Please read all contents carefully
2. Fill out page 2,3 and 4
3. Make a copy of the entire document for your records
4. Include a copy of your CD with artwork
5. Mail completed package of materials to Ecast at:

*Ecast Unsigned Artist Program  
49 Geary Street  
Mezzanine Floor  
San Francisco, CA 94108*



# ECAST Unsigned Artist Program

## Master and Mechanical License Unsigned Artist/Publisher Jukebox Licensing Agreement

This Licensing Agreement ("Agreement") is entered into as of .....200....., (the "Effective Date") between ..... the ("Artist/Publisher") located at .....and Ecast, Inc. ("Ecast") of 49 Geary St, Mezzanine, San Francisco, CA 94108 (collectively, the "Parties"). The Artist/Publisher owns and controls said recordings & compositions and own and control all rights to certain musical recordings and compositions, which are listed in Schedule A herein. Artist/Publisher has created an album ("Album") for use on the Ecast Digital Network. Upon the terms stated below, the Artist/Publisher agrees to enter into this Agreement on a non-exclusive basis.

**1. Term.** The term of this Agreement (the "Term") shall commence on the above date and expire three (3) years following the Effective Date.

**2. Territory.** The territory (the "Territory") shall mean the United States, its possessions and territories. +

**3. License of Rights.** Artist/Publisher grants to Ecast, on a non-exclusive basis within the Territory during the Term the following rights: (i) to encode without alteration, a digital master of each sound recording (each a "Digital Recording") contained on Album, recorded by the Artist/Publisher prior to and during the Term along with the relevant cover art owned or controlled by the Artist/Publisher for conversion into a compressed digital format (the quality to be no less than MPEG-1 Layer III with multimedia protection protocol, or such other higher standard as may become customary in the industry); (ii) to store the Digital Recordings on the secure central storage and retrieval system controlled and operated by Ecast; (iii) to copy and transmit the Digital Recordings from the storage and retrieval system onto the hard-drive memory of the Ecast powered digital jukeboxes ("Jukeboxes"); and (iv) to permit patrons of the Jukeboxes to publicly perform the Digital Recordings in accordance with the terms of this Agreement.

**4. Artist/Publisher Obligation:**

(a) Deliver CD: Artist/Publisher shall deliver to Ecast Digital Recordings of Artist/Publisher's recorded Album. The Artist/Publisher represent that the delivered recordings will be of high industry standard and agrees and accepts that a recording that is of inferior quality will not be stored in the Ecast storage and retrieval system or offered for play by the Jukeboxes.

(b) Copyright Information: Artist/Publisher shall provide to Ecast all copyright information including rights to the masters, and to the publishing rights of each Digital Recording.

(c) Tax: The Artist/Publisher agrees and accepts responsibility for any taxes arising under this Agreement.

**5. No Ecast Obligation:** Artist/Publisher acknowledges that Ecast has no obligation to offer the Album on any Jukebox and may remove any of Artist/Publisher's recordings from any Jukebox on the Network at any time, without notice at Ecast's sole discretion.

**6. License Fee.** Artist/Publisher hereby consent to gratis use and acknowledge that Ecast is under no obligation to pay royalties or provide Artist/Publisher with any play reporting statements at any time.

**7. Service Fee.** Artist/Publisher will remit a \$99 service fee to Ecast for the placement of the Album on the Ecast network.

**8. Credits.** In each instance that a Digital Recording is performed on a Jukebox, Ecast shall, in a manner which is clearly visible to the user, identify the Artist/Publisher, track and Album title. However, at Ecast's sole discretion, Ecast may remove Album from jukebox on the Ecast network, at any time without notice

**9. Representations and Warranties.** Both Parties warrant and represent that it has full right, power and authority to enter into and to perform this Agreement in accordance with its terms. Artist/Publisher represents and warrants that it has all necessary rights to grant Ecast the rights set forth in this license.

**10. Indemnities.** Artist/Publisher shall indemnify and hold harmless its affiliates and their respective officers, agents and employees from and against any and all claims, liabilities, causes of action, judgment, costs, and such like arising out of any claim, demand or action of any third party that arises from or is related to a breach by Artist/Publisher of its representations, warranties or obligations hereunder.

**11. Miscellaneous.**

(a) All notices shall be in writing and sent by registered mail to the other party at the addresses set out above or such other addresses as the party subsequently specified in writing.

(b) This Agreement has been entered into and shall be interpreted in accordance with the laws of the State of California. All actions or proceedings seeking relating to this Agreement shall be instituted only in the State or Federal Courts located in San Francisco City, CA, and each party agrees to submit themselves to the jurisdiction of such courts for such purpose.

(c) This License Agreement contains the entire agreement between the Parties with respect to the subject matter, superseding any and all prior written and/or oral agreements, and may not be modified or amended except by a further written agreement signed by officers of both Parties.

Accepted and Agreed to:

ECAST, INC.

Artist/ Publisher

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

