

WEBSITE MUSIC AND CONTENT SUBMISSION AGREEMENT

This License Agreement is entered into by and between LOCAL LABEL, LLC, a Maryland limited liability company ("LOCAL LABEL," "we," "our," "us"), its successors, assigns, agents, distributors, dealers, and licensees, and you, including members of your group or band, if you are in a group or band ("you," "your," "User," "Member"). **THE PROVISIONS OF THIS LICENSE AGREEMENT SUPPLEMENT THE PROVISIONS OF THE WEBSITE [TERMS OF USE](#), WHICH IS INCORPORATED HEREIN BY REFERENCE, AND DO NOT SUPERSEDE IT.**

A. Grant of Rights

By consenting to this agreement and by uploading Content (defined at subparagraph 1 of this Section, below) to www.locallabel.com, you hereby grant and warrant that you have the right to grant to LOCAL LABEL the following non-exclusive rights, throughout the universe:

1. To use, prepare, code and program Content. Content is herein defined as: (i) sound recordings and phonorecords of your vocal and/or instrumental performances, (ii) the musical compositions (i.e., songs, lyrics) embodied in those recordings and compositions, (iii) your videos; (iv) your names, trademarks, trade names, likenesses, photographs, biographical materials, artwork, liner notes, and other graphical or textual material that you upload to www.locallabel.com.
2. To use, prepare derivative works of, incorporate into other works, copy, modify, reproduce, publicly display, adapt, translate, exhibit, publicly perform, digitally perform, broadcast, rebroadcast, transmit, retransmit, distribute in whole and/or in part through any electronic means (including digital and analog), including Digital Streaming Transmission (i.e., a digital transmission of a sound recording where a copy of the recording is not made by or for the transmission recipient, e.g., a webcast) and Digital Phonorecord Delivery (i.e., digital transmission of a sound recording or phonorecord resulting in a reproduction of the sound recording or phonorecord by or for any transmission recipient, by any means now known or hereafter devised), electronically publish and synchronize with visual images any or all of the Content, including any portion thereof, and to include them in compilations for such purposes, by any and all means and media now known or hereafter devised. The foregoing license shall be sublicensable by LOCAL LABEL to permit LOCAL LABEL users to view, hear, read, stream, download and link to your Content. LOCAL LABEL may not transfer the foregoing rights except as otherwise provided herein, and LOCAL LABEL may not transfer or sell its Content license to others.
3. You grant LOCAL LABEL the right to use the Content for the purposes of syndication and the promotion of LOCAL LABEL products and services without any payment to you or any other persons or companies. LOCAL LABEL may sublicense its right to display your Content to anyone.
4. You hereby grant to LOCAL LABEL the non-exclusive right, throughout the universe, to use your names, trademarks, trade names, likenesses, photographs, biographical materials, artwork, liner notes, and other graphical or textual material that you upload to www.locallabel.com. You agree not to assert any privacy, publicity, moral or similar rights held by you (and any other person(s) whose performances are embodied in the Content) under the laws of the United States and any other country in connection with the exploitation of said materials.
5. The rights reserved to you at Section VII.D. of the Website [Terms Of Use](#) apply, including without limitation, the copyrights therein and thereto.

B. Waiver of Performance Royalties

You grant LOCAL LABEL the right to waive, on your behalf, any performance royalties on the Content when performed in a broadcast format, including but not limited to, internet radio, satellite radio, or terrestrial radio. You hereby represent that you have sufficient ownership of rights in the Content to grant LOCAL LABEL such waiver.

C. Compensation

You hereby acknowledge that you understand that you will not be paid any compensation of any kind for any Content or Submission transmitted by you to LOCAL LABEL in connection with your use of this Site or use of your Content. The permission granted above under Section A ("Grant of Rights") to LOCAL LABEL shall be royalty free and free of all other forms of compensation.

D. Termination

You may terminate the grant of rights set forth at Section A above at any time in accordance with the Termination provisions set forth in Section XIV.E. of the Website [Terms Of Use](#) Agreement.

E. Warranty

All User warranties and representations embodied in the Website Terms of Use are also herein incorporated. You further represent and warrant that:

- 1 the Content you upload to www.locallabel.com is your or your group's or your band's own original work, and contains no sampled material,
- 2 you have full right and power to enter into and perform this License agreement, and have secured all third party consents necessary to enter into this agreement
- 3 you shall be responsible for all licensing, reporting and payment obligations of any kind to third parties in connection with the Content, including but not limited to any applicable union and/or guild payments, "sample" or "replay" licenses or payments, and mechanical, synchronization or public performance royalties.
- 4 You agree to indemnify and hold LOCAL LABEL and its users or customers harmless from any and all damages and costs, including reasonable attorneys' fees, arising out of our related to your breach of the representations and warranties described herein. You agree to execute and deliver documents to LOCAL LABEL, upon our reasonable request, that evidence or effectuate LOCAL LABEL's rights under this agreement. These warranties shall survive any termination of this agreement.

BY CLICKING ON THE "I AGREE" BUTTON, I REPRESENT THAT I AM OVER THE AGE OF 18, HAVE AUTHORITY TO ENTER INTO THIS LICENSE AGREEMENT, HAVE READ THE ABOVE AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.