

MUSIC VIDEO LICENSE AGREEMENT

This Music Video License Agreement (“Agreement”) is a legal agreement between you (“Licensor”) and Doggy Style Records, Inc. (“DSR”). Licensor must accept the terms of this Agreement in order to be considered for DSR to render Services (defined below) in connection with Video Content (defined below).

If Licensor does not agree to the terms of the Agreement, Licensor’s Video Content shall not be considered for any Services. If Licensor is not willing to be bound by the terms and conditions set forth herein, Licensor should not click on the “ACCEPT” button.

RECITALS

A. Licensor controls one hundred percent (100%) of the rights to certain music video content and other video recordings with accompanying audio, including, but not limited to, all copyrights to the musical compositions, lyrics, performances, and sound recordings, the rights of publicity of the performers, and the trademarks to the performer's names (the “Video Content”). Licensor will provide such Video Content to DSR under this Agreement.

B. DSR is a multimedia company, that among other things, publicly performs music video content over the Internet (collectively, the “Service”).

C. Licensor desires to license the Video Content to DSR for purposes of promoting the various artists and performers featured in the Video Content.

AGREEMENT

In consideration of the foregoing Recitals (which are incorporated herein) and the mutual covenants and agreements contained herein, the parties agree as follows:

1. License.

1.1 License Grant. Licensor grants to DSR a worldwide, non-exclusive, royalty-free license (the “License”):

(a) to reproduce, digitize, publicly perform, display publicly and reproduce on its own servers, in whole or in part, and in multiple bit rates and formats, the Video Content, released by Licensor and delivered to DSR by Licensor pursuant to Section 2, over the Internet through websites owned and/or controlled by DSR (the “Websites”). Such Video Content will be made available to the public through the Websites on an on-demand basis and/or a playlist established by DSR, in its sole discretion. Licensor grants to DSR all necessary reproduction rights to effectuate the intent of this Agreement.

(b) to use, copy, encode, store, archive, distribute, transmit, render into an audible

format, publicly display and publicly perform Licensor brand features: (1) in connection with the presentation of the Video Content on the Websites; and (2) in connection with the marketing and promotion of the Websites.

(c) “Internet” means the worldwide collection of computers, networks, infrastructure, connections and devices, whether now known or later developed, that can access, connect to, communicate with, or transfer data to, from, through or by way of the worldwide collection of networks (including without limitation telephone, wireless, and third party networks) that is commonly referred to as the “Internet.”

1.2 Prevention of Downloading. Licensor acknowledges that it is not possible to guarantee the security of the Video Content once it is placed on the Internet. DSR shall, however, use commercially reasonable efforts and technologies that are then currently available to DSR to prevent the Video Content from being copied from the Websites by unauthorized third parties. The Parties acknowledge that although DSR makes such commercially reasonable efforts, due to the nature of software and computer hardware reliability, the security of client/server media distribution systems could be intentionally breached.

1.3 Advertising and Promotions. DSR shall have the right to use the name, biography, photograph or likeness of any artist or performer and recorded voice and music appearing in the Video Content at no additional cost solely for information purposes and for advertising, promotion, and publicity in connection with the License.

1.4 No Obligation. DSR shall have no obligation to exhibit the Video Content.

1.5 DSR as “Executive Producer.” Licensor acknowledges and agrees that DSR is, and will at all times continue to be, the “executive producer” of the Websites and DSR will be solely responsible for the design, layout, look-and-feel, posting, and maintenance of any and all aspects of the Websites.

2. Delivery. Licensor shall deliver to DSR analogue format copies of the Video Content within ten (10) days after the last date on which this Agreement has been fully-executed by duly authorized representative of both Parties.

3. Term of License and Renewal. The term of this Agreement is six months (the “Term”), which shall automatically renew for successive six (6) month periods absent written notice by either party within thirty (30) days of the end of the Term.

4. Licensor’s Rights. The License is non-exclusive, and Licensor reserves the right to make any use of the Video Content, or to license any rights with respect to the Video Content to any third party. The Video Content shall remain the sole and exclusive property of Licensor and Licensor shall retain all right, title, and interest, including without limitation any rights under United States or foreign copyright laws, in the Video Content.

5. Representations and Warranties

(a) Licensor represents and warrants that (i) it holds all rights material to this agreement, including, but not limited to, synchronization rights, ephemeral recording rights, and rights to perform and reproduce, and to have others perform and reproduce, the Video Content; (ii) the execution of this agreement and the performance of its obligations and duties hereunder, do not and will not violate any agreement to which it is a party or by which it is otherwise bound; and (iii) the encoding, storage, transmission, distribution, and performance of the Audiovisual Recordings by DSR, and all copying contemplated by this agreement or necessary to effectuate these activities, and DSR's exercise of any other rights granted by Licensor herein, will not violate or infringe any right of privacy, personality or publicity, any intellectual property right, or any other right of any third party, or result in any tort, injury, damage or harm to any third party; and (iv) Licensor will be solely responsible for the acquisition of any and all third party clearances, permissions and licenses which are necessary in connection with DSR's exercise of any license granted in this Agreement, including, without limitation, with respect to the use of any copyrighted or trademarked materials and the use of any names, likenesses or biographical materials, and for the payment of any and all applicable guild fees and for any and all residuals, payments, fees or royalties, if any, payable under any collective bargaining agreement or otherwise.

(b) DSR represents and warrants that it has the full power and authority to enter into this Agreement.

(c) DISCLAIMERS. EXCEPT AS SET FORTH HEREUNDER, NONE OF DSR, ITS AFFILIATES OR LICENSOR AND ITS AFFILIATES MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES MADE IN SECTION 5. DSR, ITS AFFILIATES, AND LICENSOR EXPRESSLY DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND SERVICES CONTEMPLATED BY THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

6. Indemnification. Licensor agrees to, at all times, defend, indemnify and hold DSR, its parent company, affiliates, subsidiaries, franchisees, licensees and the officers, directors, agents and employees of each, harmless from and against any and all third party claims and suits and associated damages, losses, liabilities, obligations, fines, penalties, actual costs and expenses (whether based on tort, breach of contract, product liability, patent, trademark or copyright infringement, or otherwise), (collectively, "losses"), arising out of or based on any failure by Licensor to perform any of the representations or warranties specified in this agreement. In seeking indemnification under this agreement, the DSR shall give written notice to Licensor when it becomes aware of a threatened or actual claim or suit and upon receipt of such written notice, Licensor will promptly assume and diligently conduct the entire defense of any suit or

action, or the making of any claim as to which indemnity may be sought hereunder, including settlements and appeals, at the Licensor's sole cost and expense, and the Licensor shall pay and discharge any and all settlement amounts, judgments, or decrees which may be rendered. DSR will reasonably assist the Licensor (at no expense to the DSR) in the defense and/or settlement of such claim. Without releasing any obligation, liability, or undertaking of the Licensor, DSR insofar as its interests are affected, may, at its sole election, participate in any actions described hereunder using counsel of its own choosing at its own cost.

7. Limitations of Liability and Damages. OTHER THAN AS SET FORTH IN SECTIONS 6 & 12 HEREIN, DSR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, OR COST OF COVER INCURRED BY LICENSOR ARISING OUT OF THIS AGREEMENT.

8. Modification of Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid or effective unless in writing and signed by both Parties.

9. Interpretation of Agreement.

9.1 Choice Of Law. This Agreement shall be construed in accordance with the laws of the State of California, without giving effect to California conflict of law provisions or to constructive presumptions favoring either party

9.2 Venue. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal courts located in Los Angeles County, California. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section.

9.3 Section Headings. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

9.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the Reference Date at such time as all the signatories hereto have signed a counterpart of this Agreement.

10. Notices. Any notices required or permitted to be given hereunder by either Party to the other shall be given in writing: (1) by personal delivery; (2) by electronic facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery Licensor; or (4) by United States first class registered or certified mail, postage prepaid, return

receipt requested, in each case, addressed to the Parties as follows (or to such other addresses as the Parties may request in writing by notice given pursuant to this section):

If to DSR: Doggy Style Records, Inc.
c/o Gerber & Co.
1880 Century Park East
Suite 200
Los Angeles CA 90067

If to Licensor: The Address Provided By Licensor.

Notices shall be deemed received on the earliest of personal delivery, upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed, twenty-four (24) hours following deposit with a bonded courier or overnight delivery Licensor; or seventy-two (72) hours following deposit in the United States Mail as required herein.

11. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement, and it supersedes all other prior and contemporary agreements, understandings, and commitments between the Parties with respect to the subject matter of this Agreement.

12. Confidentiality. Each party hereto (each a "Disclosing Party") agrees that it shall instruct in writing its respective attorneys, accountants and other professional advisors (collectively, "Advisors") to, hold in confidence and not communicate, transmit, publish, disseminate or otherwise disclose any of the terms and conditions of this agreement or any fact, matter, event or surrounding circumstance leading to or relating to the negotiation thereof to which such party was privy or of which it was otherwise made aware (e.g., by being copied on correspondence or by being advised of such fact, matter, event or circumstance by another party to the negotiation) (collectively, "Confidential Information"); provided, however, that nothing in this paragraph shall prohibit disclosure of such Confidential Information: (a) by each party to its respective financial officers, management, bankers or others as may be reasonably necessary in the operation of its business; (b) by each party to its respective Advisors to the extent that such disclosure is in the opinion of such Advisors required to enable such Advisors fully to represent the party concerned; (c) in connection with any legal or governmental proceeding; or (d) to any judicial, governmental or regulatory body (or required to be disclosed pursuant to any statute or regulation).

13. Assignment. The Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign the Agreement, in whole or in part, without the other party's written consent; provided, however, that: (a) DSR may assign the Agreement without consent in connection with any merger, consolidation, any sale of all or substantially all of its assets or any other transaction in which more than 50% of its voting securities are transferred; and (b) in the event that DSR does not consent to a proposed assignment by Licensor, or if Licensor enters into an agreement that would (upon completion of the transaction)

result in a sale or acquisition of all or substantially all of its assets or transfer of more than 50% of Licensor's voting securities, DSR will have the right to terminate the Agreement 15 days after written notice to Licensor. Any attempt to assign or transfer the Agreement other than in accordance with this provision will be null and void.