

THE CONNEXION

DIGITAL DOWNLOAD AUTHORIZATION

1. Client's current agreement with The Connexion is amended to conform to the following additional terms and conditions.
2. Client authorizes The Connexion on a non-exclusive basis to make available to consumers digital downloads of audio or video content including but not limited to complete cds, individual tracks from cds, live shows, etc.
3. Follow the money.

On sales of Digital Albums:
80% of the Retail Price shall be paid to Client.

On sales of individual songs:
50% of the Retail Price shall be paid to Client.

4. Client will have reasonable audit rights, no more often than once annually, at Client's expense. A report will be final after two years.
5. Client is informed and understands that the compulsory mechanical reproduction license required under US copyright law for the recording of songs onto hard-copy CDs are not or may not cover digital reproductions and deliveries. Client warrants and represents that it has secured all third party licenses necessary to allow The Connexion to fulfill digital deliveries
OR
will authorize The Connexion to secure those licenses on Client's behalf (via #7).
If Client secures the licenses, The Connexion assumes no obligation or liability for third party rights clearances.
6. All tracks on the following CDs are covered by this Digital Download Authorization:

CD (Album) Title

- (i.)
- (ii.)
- (iii.)
- (iv.)

If there are more than four CDs (Albums) covered by this Digital Download Authorization, attach and initial an additional sheet, marked "Covered CDs (Albums), continued."

7. **IMPORTANT! IF YOU DO NOT HAVE DIGITAL REPRODUCTION RIGHTS CLEARED ON ALL SONGS AND TRACKS, YOU MUST REQUEST THE CONNEXION TO SECURE THE LICENSE OR GET THEM YOURSELF. THIS IS ESPECIALLY IMPORTANT WITH COVERS OF OTHER PEOPLE'S SONGS. LIST THE TRACKS HERE YOU WANT THE CONNEXION TO SECURE THE LICENSES FOR.**

<u>Album Title</u>	<u>Track #</u>	<u>Song Title</u>
(i.)		
(ii.)		
(iii.)		
(iv.)		

If there are more than four tracks that need Digital Licenses, attach and initial an additional sheet, marked "Digital Licenses, continued."

8. Client represents and warrants that Client is not under any disability, restriction or prohibition that restricts Client's ability to enter into this Authorization and that the facts asserted by Client are true and accurate statements. Client indemnifies The Connexion (including legal fees and costs) against any claims alleging facts that are a breach of Client's representations and warranties.

Client has read, understands, and accepts the terms and conditions of this Authorization on behalf of all band members and composers.

Signed: _____

Print name here: _____

Please fax or mail a signed copy to The Connexion.

Our fax number is: (888) 605 – 6874.

Our address is:

The Connexion
11768 Westar Lane
Unit C
Burlington, WA 98233