

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: (a.) individual tracks from CD's available at Client's eStore at The Connexion; (b.) complete CDs available from Client's eStore at The Connexion; and (c.) individual clips or segments from individual tracks (including ringtone downloads) from CD's available at Client's eStore at The Connexion.**
3. **Client will pay an upfront \$10.00 "Digital Distribution Set-Up Fee" for each individual track or for each complete CD album subject to this Authorization.**
4. **Follow the money.**
 - (A.) **Income from sales of your music will flow directly either to (i.) The Connexion, or (ii.) to an independent Digital Download Service Provider (a "DDSP") engaged by The Connexion to provide fulfillment services for digital download deliveries. "Gross Revenue" is all revenue received by The Connexion from your music that is covered by this Agreement.**
 - (B.) **"Adjusted Gross Revenue" is Gross Revenue reduced by sales or use taxes we have to collect and pay, delivery/transmission fees, refunds and returns, bounced check or credit card transactions, bank credit card processing fees, and, if applicable, DDSP fees.**
 - (C.) **Adjusted Gross Revenue is shared as follows:**
 - (i.) **if The Connexion uses a DDSP, 90% of Adjusted Gross Revenue shall be paid to Client and 10% shall be retained by The Connexion;**
 - (ii.) **if The Connexion does not use a DDSP, then on sales of individuals songs 60% of Adjusted Gross Revenue shall be paid to Client and 40% shall be retained by The Connexion, except that for sales of albums 80% of Adjusted Gross Revenue shall be paid to Client and 20% shall be retained by The Connexion.**
5. **On all sales made directly by The Connexion, we pay you your share on a monthly basis no later than the end of the following month. On all sales made through a DDSP, we pay you your share no later than the end of the month following the month in which we receive the funds from the DDSP, usually quarterly. All reports to you will include data on all authorized downloads of**

your complete CDs, individual tracks, and digital clips delivered to and paid for by consumers.

6. Client will have reasonable audit rights, no more often than once annually, at Client's expense. A report will be final after two years.
7. **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 or will promptly secure all third party licenses necessary to allow The Connexion to fulfill digital deliveries (e.g., DPD licenses, usually available from The Harry Fox Agency at www.songfile.com.) The Connexion assumes no obligation or liability for third party rights clearances. Client is wholly responsible for the clearance of all licenses and authorizations necessary under law to allow The Connexion to digitally duplicate, transfer and sell the songs, tracks and recordings covered by this Agreement
8. Except for the Excluded Tracks listed below in Section 9, 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."

9. **IMPORTANT! IF YOU DO NOT HAVE DIGITAL REPRODUCTION RIGHTS CLEARED ON ALL SONGS AND TRACKS, YOU MUST TELL THE CONNEXION TO PUT THEM ON AN "EXCLUDED TRACKS LIST" UNTIL YOU DO HAVE CLEARANCES. THIS IS ESPECIALLY IMPORTANT WITH COVERS OF OTHER PEOPLE'S SONGS. LIST EXCLUDED TRACKS HERE.**

EXCLUDED TRACKS:

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

See note on the next page if there are more than four.

If there are more than four excluded tracks, attach and initial an additional sheet, marked “Excluded Tracks, continued.”

10. 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 (including any additional pages per Sections 8 and 9 above) to The Connexion.

Our fax number is: (888) 605 – 6874.

Our address is:

**The Connexion
11768 Westar Lane
Unit C
Burlington, WA 98233**

**If you have any questions, contact us before you sign and return this Agreement.
Our toll free phone number is: (888) 606 - MUSIC (6874).
Outside the USA, please call (360) 757- 1362**