



AGREEMENT made as of _____, 201_ between TEMPO Networks LLC "TEMPO", 58 Park Place, 3rd Floor, Newark, New Jersey 07102, and _____ ("Label"), with offices at _____.

The parties hereby agree as follows:

1. Definitions:

(a) " Grantor" means the Label set forth above and all record companies and/or labels that are or become parents, subsidiaries and/or affiliates of the Label.

(b) " Video" means any audiovisual recording, substantially the entire audio portion of which consists primarily of a performance of at least one musical composition.

(c) " License Period " means the period (subject to Paragraph 6(b) below) commencing upon initial exhibition of each Licensed Video and expiring thirty (30) days after TEMPO's receipt of a written notice of termination from Label, but in no event prior to one (1) year after said initial exhibition.

(d) " Licensed Video" means any Video which is owned or controlled by Grantor or any record company whose records are distributed by Grantor which is delivered to TEMPO and accepted by TEMPO. For license hereunder, provided, however, that the parties agree that the license granted to TEMPO hereunder shall include all Videos delivered by Grantor to TEMPO prior to the date hereof.

(e) " TEMPO" means TEMPO Networks LLC and parents, subsidiaries and affiliates of TEMPO Networks LLC.

(f) " Right s " means the non-exclusive right to exhibit and distribute during the applicable License Period each Licensed Video an unlimited number of times on the TEMPO Services in the Territory via all forms of television exhibition and on-line services, regardless of delivery method and/or technology, whether digital, analog, interactive, wireless, via the Internet Protocol or otherwise, including, but not limited to, cable, Direct Broadcast Satellite ("DBS"), Direct-to-Home ("DTH"), Multi-channel Multi-point Distribution ("MMDS"), Satellite Master Antenna Television ("SMATV"), UHF and VHF, terrestrial, cable (including, but not limited to, cable retransmissions), Internet broadband, Internet narrowband, Web TV and other convergence technologies, via ondemand, pay-per-view and pay-per-play services and methods, and/or any other delivery methods and/or technologies hereafter developed or discovered. For avoidance of doubt, the rights granted to TEMPO herein include, without limitation, the right to include Licensed Videos in the TEMPO Services so long as such programming is delivered to the viewers of such programming by a signal delivered on wire; cable; fiberoptics; over the air; via the Internet Protocol; via wireless technologies; on satellite or the equivalent from outside the viewing venue and not by an individual standalone copy of software (e .g. , CD-ROM or videocassette). Grantor will have no obligation to use or refrain from using any Video or authorizing others to use them.

(g) " Territory" means the universe.

(h) " TEMPO Service(s) " means (i) existing and new programming produced by or for and/or licensed to or by TEMPO, and (ii) existing and new programming services owned, controlled, managed and/or licensed by TEMPO.

2. Grant of Rights: Grantor hereby grants to TEMPO the Rights with respect to each of the Licensed Videos. With respect to each Licensed Video to be licensed hereunder, Grantor shall grant to TEMPO solely a limited, one-time right of reproduction. TEMPO shall, at its sole cost and expense, manufacture a reproduction of each such Licensed Video (the "Reproduction") for use in accordance with the rights granted in this Agreement. TEMPO shall, at its sole option; either return the Licensed Video within sixty (60) days of receipt thereof or shall destroy such Licensed Video. All rights title and interest in and to the Reproduction, and the contents of the Reproduction, including the copyright therein, shall at all times remain with Grantor.

3. Consideration: It is the understanding of the parties that this grant is being made for the purpose of promoting the music and the artist(s) portrayed in each Licensed Video and the work from which the Licensed Video is excerpted. Grantor acknowledges that TEMPO's programming plans will be formulated in reliance on the license granted herein, and that the promotional value delivered by TEMPO's actual exercise of such rights is full consideration for such grant of rights.

4. Materials : With respect to each Video to be licensed hereunder, Grantor, at its sole cost and expense, will deliver to TEMPO: Attn: Akua Tay, 58 Park Place Newark, NJ 07103, or such other address or addresses and in such other format or formats as designated from time to time for each TEMPO Service by TEMPO the following materials:

(a) one (1) first generation color copy (or black and white copy, if not produced in color) of the fully edited, titled and assembled electronic master of the Licensed Video, without any superimposed titles, on one of the following videotape formats: (i) for material originally produced in the PAL television standard, deliver one Digital BergCam format videotape in PAL standard. The tape shall have audio with audio emphasis off and 10 bit digital encoded video. If not reasonably available, as an alternative, deliver a BetaCam SP format videotape in PAL standard with Dolby encoded audio; or (ii) for material originally produced in the NTSC television standard, deliver one D2 format master in the NTSC standard without Dolby encoding. If not reasonably available, as an alternative, deliver a BetaCam SP format videotape in the NTSC standard with Dolby encoded audio. Regardless of the videotape format or television standard, videotape masters of the Licensed Video shall contain stereophonic sound, laid back from the studio master music mix down fully synchronized with the picture action with the stereo left channel on channel 1 (and 3 where applicable) and the stereo right channel on channel 2 (and 4, where applicable). Videotape masters also shall conform to such additional specifications as TEMPO may reasonably provide from time to time, provided that they are substantially consistent with the foregoing; (b) one (1) 1/2-inch 4 track matching 15 ips audiotape fully synchronized with the one-inch videotape described in paragraph (a) above with Dolby A encoded two-channel stereophonic sound, laid back from Dolby A 15 ips master mix down and with the left channel on channel 1 and the right channel on channel 2, channel 3 blank and channel 4 blank or embodying a SMPTE drop frame time code matching the one-inch videotape described in paragraph (a) above (it being understood that Grantor shall use reasonable efforts to cause such time code to be embodied on channel 4); (c) one NTSC 3/4-inch videotape cassette viewing copy

("Viewing Copy"); (d) a completed Social Media Requirements Form and TEMPO video clip submission form and, in the form annexed as Exhibit A and Exhibit B to this Agreement; (e) a music cue sheet showing the particulars of all music synchronized with each of the Licensed Videos, including the name of the composer, publisher and performing rights organization representing the composition featured in such Video; 250634v1 2 05/02/2011 (f) a lyric sheet showing the lyrics of all music and other material synchronized with the Licensed Video; (g) all Licensed Videos in the United States shall be Delivered with closed captioning (h) Videotape stock provided hereunder shall be new and with no defects or physical splices, using cushioned flanges and flame retardant plastic shippers. With respect to Licensed Videos delivered in the United States, videotape copies shall be of United States commercial broadcast television quality and conform with all applicable NTSC, SMPTE, EIA and FCC practices, standards and regulations, and with respect to Delivery outside the United States, Videotape copies shall be of a quality consistent with industry standards in the applicable region.

5. Credits: TEMPO shall place wording in each Licensed Video exhibited hereunder stating (1) the title of the musical composition featured in the Licensed Video; (2) the title of the record album that contains the recording featured in the Licensed Video; (3) the name of the artist featured in the Licensed Video; and (4) in the TEMPO Services for **United States exhibition only**, the name of the record label used by Grantor for the phonorecords that contain the recording featured in the Licensed Video and that are released in commercial channels. TEMPO, may, at its sole option, also include the name of the director of the Licensed Video and/or any other information TEMPO deems relevant. Grantor shall provide TEMPO with the information necessary to accomplish the foregoing.

6. Incidental Rights: (a) TEMPO may advertise, promote and publicize TEMPO and/or each Licensed Video in all media throughout the Territory and may authorize others to do so; such advertising, promotion and publicity may include excerpts (audio and/or visual) of Licensed Videos and/or pre-existing advertisements, publicity pieces and promotional material in whole or in part.

(b) TEMPO shall also have the right for the License Period or a period of twenty (20) years from the date of delivery of each Licensed Video, whichever is longer, to use excerpts (visuals and/or audio) from such Licensed Video (i) as part of its regular, review, special and/or retrospective programming, including without limitation for purposes of the TEMPO awards programs; (ii) as part of any programs produced, distributed and/or exhibited in any media in any markets by or under the authority of TEMPO; and/or (iii) in connection with the promotion of the TEMPO Services. (c) TEMPO may use and authorize others to use the name, likeness and voice of the artists who rendered services in connection with each Licensed Video in any media for the purposes of advertising, promotion or publicizing the exhibition by TEMPO of such Licensed Video and/or any TEMPO Service, but not so as to constitute an endorsement of any other product or service. The foregoing rights of publicity shall be subject to any limitations contained in any agreements between Grantor and any Artist or other individual, provided Grantor has notified TEMPO in writing of any such limitation.

7. Representations and Warranties: (a) Grantor hereby warrants and represents: (i) that Grantor has obtained or will obtain in a timely manner the right to grant all rights granted herein including, but not limited to, synchronization, dubbing (copying) and/or mechanical rights with respect to all music contained in all Licensed Videos, and is free to enter into and fully perform its obligations hereunder; (ii) that Grantor has paid or will pay all charges, taxes, fees and other amounts that are or may be owed in respect of each of the Licensed Videos and the exercise of

any of the rights granted herein (including, without limitation, all re-use or residual payments and related pension and welfare payments payable to any union or guild); (iii) that there are no pending claims, liens, charges, restrictions or encumbrances on any of the Licensed Video or on the rights granted herein with respect thereto; (iv) that the exercise of the rights granted herein will not infringe on any rights of any performer, composer, author, music publisher, record company, concert hall proprietor, or other third party, including but not limited to rights of copyright, trademark, unfair competition, contract, defamation, privacy or publicity; (v) that no additional consent from any parties regarding any material contained in the Licensed Videos will be required for TEMPO to fully and completely exercise the rights granted to it herein; and (vii) that the list in Schedule 1 attached hereto is a full and complete list of those entities in respect of which Grantor controls and/or has acquired or acquires the rights to license envisaged under this Agreement, and that Grantor will notify TEMPO immediately of any changes to such list. Grantor will defend, indemnify and hold TEMPO harmless from and against any and all claims, demands, losses, damages or other payments, including without limitation reasonable attorneys fees, arising out of any breach or alleged breach of any warranties, representations and/or undertakings herein. In the event of any claim or service of process upon TEMPO involving the indemnification set forth, TEMPO shall notify the Grantor of this claim. Grantor will promptly adjust, settle, defend or otherwise dispose of such claim at its sole cost. If Grantor has been so notified and is not diligently and continuously pursuing such matter, TEMPO may take such action on behalf of it and/or as attorney-in-fact for Grantor, to adjust, settle, defend or otherwise dispose of such claim, in which case Grantor shall, upon being billed therefore, reimburse TEMPO in the amount thereof. (b) TEMPO represents and warrants that it has full right and authority to enter into this Agreement and as between the parties in the United States, Western Europe or elsewhere, where there is a performing rights society which regularly grants licenses, on commercially reasonable terms, to the extent that the exhibition of Licensed Videos on the TEMPO Services requires authorizations for the non-dramatic performance of musical compositions, TEMPO will be responsible for obtaining such authorizations and for paying all fees attributable to such authorizations. To the extent Grantor and/or any affiliated entity owns or controls such rights (even if such rights would otherwise be granted to a performing rights society by Grantor), they are hereby deemed granted to TEMPO without further payment or acknowledgment.

8. Miscellaneous: This agreement contains the entire understanding and supersedes all prior understandings of the parties hereto relating to the subject matter hereof, and cannot be changed or terminated orally. If any provision of this agreement is found to be illegal or unenforceable, the agreement shall be deemed curtailed to the extent necessary to make it legal and enforceable and shall remain, as modified, in full force and effect. This agreement and all matters or issues collateral thereto shall be governed by the laws of the State of New York applicable to contracts executed and performed entirely therein, and jurisdiction for any action hereunder shall rest exclusively in an appropriate court in the **State and County of New York**.

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement as the date first specified above.

Full Name: _____
Signature: _____

TEMPO NETWORKS LLC.
Signature: _____



Exhibit A

TEMPO NETWORKS LLC. VIDEOCLIP SUBMISSION SPECIFICATIONS

This form can be *either* Handwritten or TYPED. PLEASE WRITE LEGIBLY!

Check (S) one:

This is a new video that has never been submitted to any service of TEMPO Networks LLC. in the U.S.

This is a new version of a video that has previously been submitted to at least one service of TEMPO Networks LLC. in the U.S.

This video has already initially been submitted to at least one service of TEMPO Networks LLC. in the U.S.

Approximate date of original submission: _____

Please Note! If accepted, the video clip's chyron will appear exactly as the information is entered on this form, including capitalization and punctuation, i.e. if you write the band's name in all caps it will appear on the air that way. Please enter your information accurately!

ISRC Number: _____

Artist:** _____

Artist's Country of Origin:** _____

Song Title**:

Album Title: _____

Video Director(s):** _____

Video Length: _____

Label(s): _____

Label Contact & Phone: _____

Label Contact Email: _____

Manager Name(s): _____

Manager Phone: _____

Manager Email: _____

Social Media Links _____

OPTIONAL

Composer(s): _____

Perf. Rights Society: _____

Copyright: _____

Song Publisher(s): _____

Check (S) One:

Individual

Group

Collaboration

Check (S) Applicable

Closed Captioned

Dolby

Digital Audio

Shot in HD

With Letterbox

Per FCC regulations, should your video be accepted and cleared for air, a closed captioned beta will need to be provided.

Each music video should be submitted as (2) identical Beta cassettes with a slate that includes Artist, Song Title, Director and Length information.

SEND 2 BETA SP VIDEOCLIPS, SUBMISSION FORM, BIO, CD AND LYRIC SHEET TO:

Akua Tay

58 Park Place, 3rd Floor

Newark, NJ 07103

atay@temponetworks.com

This Video clip is submitted pursuant to the terms of the Promotional Videoclip agreement between TEMPO Networks LLC. And the Label listed above, for exhibition, without limitation, as part of TEMPO Networks LLC worldwide programming services. If no such agreement is currently in effect then Label represents that the Videoclip submitted herein is free and clear for exhibition by or relating to TEMPO Networks LLC, its parents, subsidiaries and affiliates and does not infringe any rights of any third party, and Label shall indemnify and defend TEMPO Networks LLC and its parents, subsidiaries and affiliates from and against any damages, suits or expenses arising from any breach or alleged breach of this representation

(Signed by person submitting video)
