

PodCast Producer and Copyright License Holder

LICENCE AGREEMENT

Part 1

THIS AGREEMENT, between

(PodCast Producer) (as signed below), and

(the “Artist/Record Company/Copyright License Holder”). (as signed below)

WHEREAS, the “Artist/Record Company/Copyright License Holder” has entered into an agreement with PodCast Producer authorizing PodCast Producer to use any or all of works as detailed in PART 2 (Hereinafter called the Licensed Contract)

WHEREAS, the Artist/Record Company/Copyright License Holder owns or may own certain rights in connection with the Licensed Content, the Artist/Record Company/Copyright License Holder agree as follows:

1. Authorization and Royalty Free License for Podcast.
 - (a) Artist/Record Company/Copyright License Holder hereby grant to PodCast Producer, on a world-wide and royalty-free basis, the right to do the following things: (i) to prepare and encode the works detailed in Licensed Contract provided to Podcast Producer by Artist/Record Company/Copyright License Holder, for download, for streaming or download transmission through Podcasts, and to license others to do the same; (ii) to display, copy, reproduce (and to mechanically reproduce each musical composition included in the Licensed Contract), exhibit, perform, distribute and to transmit for streaming or download, any or all of works as detailed in the Licensed Contract through Podcasts, and to license others to do the same; and (iii) to reproduce any or all of works as detailed in the Licensed Contract on the website and/or Podcasts of Podcast Producer.
 - (b) Artist/Record Company/Copyright License Holder grant PodCast Producer permission, on a non-exclusive, royalty-free and world wide basis, to play the works as detailed in the Licensed Contract on the PodCast Producers’ podcasts.
2. No Royalties. Artist/Record Company/Copyright License Holder understands that Artist/Record Company/Copyright License Holder will not be entitled to royalties or compensation from Podcast Producer or any Podcaster for use of the Licensed Content.

3. World-Wide Rights. Artist/Record Company/Copyright License Holder understands and agrees that the rights granted herein to PodCast Producer to promote the Licensed Content through Podcaster are world-wide.
4. Limitation of Liability. Artist/Record Company/Copyright License Holder understands and agrees that by this Agreement Artist/Record Company/Copyright License Holder is permitting PodCast Producer and Podcasters selected by it to stream and download the Licensed Content as provided for herein. PodCast Producer will make the Licensed Content available to the Podcasters on the condition that they not use it for any other purpose. PodCast Producer is also authorized to use the Licensed Content on its website. However, Artist/Record Company/Copyright License Holder understands and agrees that the economic basis of this Agreement does not allow PodCast Producer to be legally responsible for any piracy of the Licensed Content or any other act or omission by Podcasters or anyone else, or to monitor or supervise Podcaster activity. Artist/Record Company/Copyright License Holder understands that if PodCast Producer were to assume such legal responsibility, PodCast Producer would have to charge Artist/Record Company/Copyright License Holder substantial fees for its services. Artist/Record Company/Copyright License Holder understands that misuse of digital copies is an inherent risk in permitting others access to such copies.

ACCORDINGLY, (I) IN NO EVENT SHALL PODCAST PRODUCER BE REPONSIBLE TO MONITOR OR SUPERVISE PODCASTER ACTIVITIES AND (II) IF PODCAST PRODUCER BECOMES ACTUALLY AWARE THAT A PODCASTER IS OR HAS WRONGFULLY USED THE LICENSED CONTENT, PODCAST PRODUCER'S SOLE OBLIGATION TO Artist/Record Company/Copyright License Holder SHALL BE TO TERMINATE ITS LICENSE WITH THE OFFENDING PODCASTER, BUT PODCAST PRODUCER WILL NOT BE REQUIRED TO RECOVER ANY DIGITAL COPIES PREVIOUSLY DELIVERED TO THE OFFENDING PODCASTER.

IN NO EVENT WILL PODCAST PRODUCER OR ITS OWNERS OR EMPLOYEES BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INTELLECTUAL PROPERTY, CONSEQUENTIAL DAMAGES OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR IN CONNECTION WITH THE MISUSE OF THE LICENSED CONTENT BY A PODCASTER OR ANY OTHER THIRD PARTY, OR ARISING OUT OF OR IN CONNECTION WITH THE SELECTION OF PODCASTERS, EVEN IF PODCAST PRODUCER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Notices to ASCAP, BMI, SESAC, GMR or similar Organizations.
Artist/Record Company/Copyright License Holder agrees at the request of PodCast Producer that Artist/Record Company/Copyright License Holder will notify ASCAP, BMI, SESAC, GM or other similar organizations not to bring any enforcement action for use of the Licensed Content by PodCast Producer as provided herein and not to assert any claim for royalty payments by use of the Licensed Content by PodCast Producer.

6. Term of Agreement. This Agreement shall remain in effect until the Agreement between PodCast Producer and Artist/Record Company/Copyright License Holder is cancelled.

Survival. The warranties, representations, obligations and other provisions in this Agreement shall be continuing and shall survive the termination of this Agreement.

Podcaster Producer:

Signed Signed

Print Name: Print Name:

Date: Date:

Artist/Record Company/Copyright License Holder:

Signed Signed

Print Name: Print Name:

Date: Date:

PodCast Producer and Copyright License Holder

LICENCE AGREEMENT

Part 2

The Artist/Record Company/Copyright License Holder hereby gives permission in accordance with the Licensing Agreement for the use of the following song/song's/music/album (Herein/Thereafter referred to as "the Licensed Content") for broadcast by PodCast Producer:

LICENSED CONTENT

Album (or describe the phonorecord, ie., mp3 file):

(Insert Full Title)

Selected Tracks: *(Please list all tracks to be included – if full album, leave blank)*

Artist/Record Company/Copyright License Holder:

Signed Signed

Print Name: Print Name:

Date: Date:

Podcaster Producer:

Signed Signed

Print Name: Print Name:

Date: Date: