



PLAUSE MEDIA

Tel: (+254) 777 205 022

Email: info@plausemedia.co.ke

DIGITAL CONTENT DISTRIBUTION

NON -EXCLUSIVE AGREEMENT

This AGREEMENT (hereinafter referred to as the "Agreement") is made between **you**,
_____ the Rights Holder, acting on your own behalf or
as

The legal representative for a band, group, company, corporation or label (hereinafter referred to as the "**Rights Holder**") and **PLAUSE MEDIA** located in, Nairobi, Kenya (hereinafter referred to as the "**Distributor**"). Distributor is a Digital Content Distribution Company that facilitates the offering of sound recordings and video content to other Third-Party Distributors and Digital Content Retailers (hereinafter referred to as the "Third Party Assignees") for the purpose of selling content downloads and offer streaming to consumers over the Internet digital platforms. The Rights Holder hereby certifies that it owns or has the right to distribute, publish, sell, copy, transfer, convert, encode, integrate, digitally modify and deliver over the Internet the master sound and video recordings designated and attached as "Licensed Recordings." The Rights Holder hereby certifies that it owns or has the right to distribute, sell, publish, copy, transfer, convert, encode, integrate, digitally modify and deliver over the Internet any artwork, writings, or pictorials supplied by Rights Holder to the Distributor and/or Distributor's Third-Party Assignees for the purpose of promoting the sale and streaming of the video content and sound recording.

WITNESSETH:

In consideration of the respective covenants contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

Grant of License.

1.1 Licensed Recordings. Rights Holder hereby grants to Distributor and Distributor's Third-Party Assignees a nonexclusive right and license during the Term of Grant throughout the Territory to convert, digitize, encode, make, cause or otherwise produce Digital Audio & Video Content Transmissions of the Rights Holder's designated Licensed Recordings. The term "Digital Video & Audio Content

Transmission" shall mean any digital embodiment of video content and sound recording.

- 1.1 Distribution of Content.** Rights Holder hereby grants to Distributor and Distributor's Third-Party Assignees a nonexclusive right and license during the Term of Grant throughout the Territory to sell via, downloading, sell via burning, distribute, publish, copy, transfer, convert, encode, integrate, digitally modify and deliver over the Internet the master video content and sound recordings supplied by Rights Holder and designated as Licensed Recordings and embodied as Digital Video & Audio Transmissions by the Distributor and/or Distributor's Third-Party Assignees.
- 1.2 Release.** Rights Holder hereby authorizes Distributor and Distributor's Third-Party Assignees to immediately release, sell via downloading, sell via burning, publish, and/or deliver over the Internet the Digital Video & Audio Transmissions of the Licensed Recordings and any artwork, writings, or pictorials supplied by Rights Holder to the Distributor for the purpose of promoting the sale of Rights Holder's video content and sound recordings during the Term of Grant throughout the Territory.
- 1.3 Content Streams.** Rights Holder hereby grants to Distributor and Distributor's Third-Party Assignees a nonexclusive right and license during the Term of Grant throughout the Territory to perform the Digital Video and Audio Transmissions of the Rights Holder's Licensed Recordings by means of streaming digital transmissions for the purpose of audio listening and video viewing by subscription consumers or for the purpose of promoting the sale and distribution of the recording. Rights Holder shall receive no royalty or payment of any kind for the performance of "video and audio content clips" WHEN such performance is for the purpose of promoting the sale of Rights Holder's video content and sound recordings.
- 1.4 Portable Subscriptions.** Rights Holder hereby grants to Distributor and Distributor's Third-Party Assignees a nonexclusive right and license during the Term of Grant throughout the Territory to perform and deliver to portable subscription services the Digital Video and Audio Transmissions of the Rights Holder's Licensed Recordings by means of streaming digital transmissions and downloading for the purpose of audio listening and video viewing by portable subscription consumers.
- 1.5 Distribution of Artwork.** Rights Holder hereby grants to Distributor and Distributor's Third Party Assignees a nonexclusive right and license during the Term of Grant throughout the Territory to distribute, display, publish, copy, transfer, convert, encode, integrate, digitally modify and deliver over internet digital platforms any artwork, writings, or pictorials supplied by Rights Holder to Distributor and/or Distributor's Third Party Assignees for the purpose of promoting the sale of the video content and sound recordings.
- 1.6 Text.** Rights Holder hereby grants to Distributor and Distributor's Third-Party Assignees a nonexclusive right and license during the Term of Grant throughout the Territory to distribute, display, publish, copy, transfer, convert, encode, integrate,

Digitally modify and deliver over the internet digital platforms all writings, text and statements provided by the Rights Holder to the Distributor and/or Distributor's Third-Party Assignees for the purpose of promoting the sale and distribution of the sound and video recordings.

1.8 Reserved Rights. The Rights Holder reserves all rights and license not expressly Granted to Distributor and Distributor's Third-Party Assignees hereunder. Ownership Of the Licensed Recordings and Licensed Artwork shall remain with Rights Holder or Its licensors.

2. **Territory.** The Territory shall be the world.

3. **Term of Grant.** The Term of Grant shall commence upon the date hereof and shall continue until the Rights Holder cancels in writing with **PLAUSE MEDIA** or for the agreed duration whichever is shorter, with automatic yearly renewals if not cancelled.

4. **Royalties.** Distributor shall pay to the Right's Holder:

- i. **Eighty Percent (80%) for all the 3rd PARTY DIGITAL DISTRIBUTION SERVICES OFFERED.**
- ii. **Eighty Percent (80%) for the PLAUSE MEDIA CLAIMS; For any and all Net Revenues derived from the subscription, stream and download of the digital audio and video transmissions embodying the Licensed Recordings.**

1. **Termination.** This Agreement and the transactions contemplated herein may be terminated and abandoned 60 days prior to the Closing Date by a notice given in writing and signed on behalf of Rights Holder.

2. **Indemnification and Limitation of Liability.** The Rights Holder will indemnify and hold harmless the Distributor and Distributor's Third Party Assignees from and against any and all losses, liabilities, damages, costs or expenses (including reasonable attorney's fees and costs) arising out of a claim by a third party by reason of a breach of any warranty, representation, covenant or obligation of the Rights Holder under this Agreement, or any claim that any Digital Audio Transmission, sound recording, printed material, or artwork provided to the Distributor and/or Distributor's Third Party Assignees by the Rights Holder use thereof violates or infringes the rights of another party. The Rights Holder will reimburse the Distributor and/or Distributor's Third-Party Assignees for any actual payments made in resolution of any liability or claim that is subject to indemnification under this section.

3. **Entire Agreement.** This Agreement sets forth the entire agreement between the Distributor and the Rights Holder with respect to the subject matters hereof. No Modification, amendment, waiver, termination or discharge of this contract or any other provision hereof shall be binding upon the Distributor and/or Distributor's Third-Party Assignees unless confirmed by written statement signed by an officer of the Distributor. No waiver of any provision of this contract or of any default hereunder shall affect the Distributor's rights thereafter to enforce such provisions or to exercise any right or

Remedy in the event of any other default or breach. The Distributor reserves the right to unilaterally modify, amend, add, or delete provisions to this

contract upon giving written notice to the Rights Holder. The Rights Holder will then have thirty (30) days to refuse to bind by the modification after which the provision will become a part of the agreement between Distributor and Rights Holder without any further action required by either party.

- 8. Governing Law.** This Agreement shall be deemed to have been made in the Republic of Kenya and its validity, construction, and effect shall be governed by the laws of the Republic of Kenya.

I HEREBY CERTIFY AS THE RIGHTS HOLDER THAT I HAVE THE AUTHORITY TO GRANT ALL OF THE LICENSES CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the date set forth above.

LICENSOR

On Behalf of:

(STAGE NAME/COMPANY)

Name: _

Title: _

Signed on: _

Signature: _

Email: _

Tel: _

ID/PP No: _

DISTRIBUTOR

On Behalf of **PLAUSE MEDIA**

Name:

Title:

Signed on: _ _

Signature:

LICENSOR NEXT OF KIN

Name: _

Tel:

SERVICE OFFERED:

- ✓ Digital Distribution
- ✓ YouTube Management
- ✓ Content Management
- ✓ Digital Rights Management

