

DRAFT

AGREEMENT

This Agreement is made this 22nd of Feb 1986, by and between SYNTH-BANK (hereinafter referred to as "SYNTH-BANK"), a proprietorship of Bryan Bell, with a principal business address at 12080 Southwest Parkway, Portland, Oregon 97225, and [REDACTED] (hereinafter referred to as "Artist") with a principal business address at [REDACTED]

WHEREAS, SYNTH-BANK distributes synthesized and digitized sounds and music using on-line computer data storage and retrieval systems and through cartridges, cassettes, and other media; and

WHEREAS, SYNTH-BANK seeks to distribute and copy certain works of Artist through computer systems and embodied in various media;

NOW THEREFORE, for mutual considerations, receipt of which is mutually acknowledged, SYNTH-BANK and Artist agree as follows:

I. DEFINITIONS

For purposes of this Agreement, these terms are defined as follows:

"Sounds" means digital and/or synthesized information related to generation of Sounds provided to SYNTH-BANK by Artist pursuant to this Agreement, which are more specifically identified in Attachment A, a copy of which is attached hereto.

"Cartridge Media" means any data storage devices (including but not limited to cartridges, magnetic media, and other software, firmware, or hardware) which contain the electronic or digital information for Sounds to be used in connection with Synthesizers.

"On-Line System" means any remote computer facility at which electronic data embodying the Sounds are stored for access by End Users, typically via telecommunications and computer system(s).

"Synthesizer" means any electronic device capable of replicating the sounds produced by conventional musical instruments and of generating and manipulating unique or unusual sounds.

"Gross Receipts" means all gross monies received by SYNTH-BANK directly relating to the Sounds, less any sales, taxes, use taxes, or similar levies, and fees charged by telecommunications carriers (such as, without limitation, Telenet, Tymnet, and Uninet).

"End User" means a person who uses Sounds in connection with Synthesizers for purposes such as creating music. For example, without limitation, a customer of SYNTH-BANK or its licensees, who is licensed to use Sounds in connection with Synthesizers would be an End User.

II. GRANT OF LICENSE

2.1 License

Artist hereby grants to SYNTH-BANK the exclusive worldwide right to input, store, retrieve, transmit, copy, distribute, and use the Sounds in On-Line Systems and/or Cartridge Media for use in connection with Synthesizers.

2.2 Artist's Use of Sounds

Notwithstanding the foregoing, Artist may use the Sounds in musical recordings and performances, for purposes other than that of reproducing and/or distributing the Sounds to End Users for use in connection with Synthesizers.

2.3 Term

The duration of the license granted hereunder shall begin as of the date of this Agreement and continue for a term of two (2) years. Thereafter, this Agreement shall automatically continue in effect for consecutive terms of five (5) years each, unless either party notifies the other in writing, at least ninety (90) days prior to the

expiration of the then-current term, that it wishes to terminate this Agreement.

III. ROYALTIES TO ARTIST

3.1 Royalties from On-Line Systems

During the term of this Agreement, SYNTH-BANK shall pay Artist a royalty of Fifty percent (50 %) on SYNTH-BANK'S Gross Receipts directly relating to the Sounds derived from On-Line Systems.

3.2 Royalties from Cartridge Media

During the term of this Agreement, SYNTH-BANK shall pay Artist a royalty of Fifty percent (50 %) on SYNTH-BANK'S Gross Receipts directly relating to the Sounds derived from Cartridge Media.

3.3 Payments

Accounting of all the Artist's earnings hereunder, accompanied by payment of any monies due, shall be rendered no later than March 1 and September 1 of each year, with reference to the periods ending the preceding December 31 and June 30 respectively.

3.4 Audit Rights

The Artist or a certified public accountant designated by Artist shall have the right, upon reasonable written notice, to examine the records of SYNTH-BANK (insofar as they relate to the Sounds) during normal business

hours and under such conditions as SYNTH-BANK may reasonable prescribe.

IV. ARTIST'S WARRANTY

4.1 Warranty

Artist warrants and represents that:

a) Artist has the full right and power to enter into and perform this Agreement;

b) Artist is the sole owner and proprietor of the Sounds to the extent permitted by copyright law and that the Sounds do not infringe the copyrights or other rights of any third party.

4.2 Indemnity

Artist hereby indemnifies and holds SYNTH-BANK, its officers, employees, and agents, harmless against any and all claims, actions, damages, liabilities, costs, expenses (including attorneys' reasonable fees) arising out of a breach or alleged breach of any warranty or representation made by Artist herein.

V. ADVERTISING

5.1 Advertising

SYNTH-BANK shall use reasonable efforts to advertise, promote, and distribute the Sounds, but may determine the scope and extent of such efforts in its sole discretion.

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