



HARD DRIVE AGREEMENT

This Agreement is made this _____ day of _____ 201__ by and between BIG SCORE MUSIC, LLC, located at 26 Bent Tree Lane, Mount Ida, AR 71957, mailing address P.O. Box 235, Oden AR 71961 (hereinafter referred to as BSC) and _____, located at, _____, (hereinafter referred to as LICENSEE).

Whereas, BSC is the owner or administrator of certain rights in and to the musical compositions and sound recordings (hereafter referred to as COMPOSITIONS) in the BIG SCORE MUSIC LIBRARY (hereafter referred to as the LIBRARY) as listed in Exhibit "A".

Whereas, LICENSEE desires to license the COMPOSITIONS in the LIBRARY for the purpose of synchronization with LICENSEE'S productions.

NOW THEREFORE, it is agreed as follows:

1. During the term of this Agreement, which shall commence on the ____ day of _____, 201_, BSC shall make available for loan to LICENSEE the COMPOSITIONS in the LIBRARY in the form of digital recordings on HARD DRIVE DEVICES. BSC may also permit LICENSEE to download the COMPOSITIONS from BSC's web site (www.bigscoremusic.com) or from licensed digital mSoft servers (owned or operated by mSoft, Inc.) carrying BSC's LIBRARY. From time to time, at BSC's sole discretion, BSC may provide additional COMPOSITIONS in other formats to LICENSEE. All terms of this Agreement shall apply to any additional DIGITAL AUDIO FILES, CDs, DVDs, and STORAGE DEVICES retained by LICENSEE during the term of this Agreement. BSC may elect, at its sole discretion, to remove COMPOSITIONS from its LIBRARY from time to time, once removed, these COMPOSITIONS can no longer be licensed by LICENSEE.

2. If in BSC's sole opinion, music usage by LICENSEE drops below reasonable usage (current reasonable usage is deemed to be a minimums of twelve (12) music uses per year), BSC may require LICENSEE to return the LIBRARY, at which point, LICENSEE agrees that this Agreement will terminate and the LIBRARY will be returned to BSC in good condition within ten (10) days notice of termination at LICENSEE's expense.

3. This Agreement shall automatically be extended for consecutive one (1) year periods under the same terms and conditions unless terminated by either party by written notice given to the other party no less than ten (10) days prior to the expiration of the current one-year period as outlined in Paragraph #1. LICENSEE agrees to return the LIBRARY in good condition within ten (10) days notice of such option at LICENSEE'S expense.

4. The LIBRARY is provided in accordance with the terms and conditions of the Agreement to LICENSEE solely for the purpose of synchronizing COMPOSITIONS therefrom in timed relation with LICENSEE's productions and presentations. LICENSEE agrees that it shall not make any copies of the COMPOSITIONS other than for LICENSEE's use as permitted by this Agreement. LICENSEE shall not sell, lease, lend, give, physically convey, or otherwise transfer the COMPOSITIONS to any person, firm, corporation or other entity without BSC's prior written consent. Upon termination of this Agreement all CDs, DVDs HARD DRIVES or STORAGE DEVICES must be returned in good condition to BSC and arrive with an authorized RMA number within thirty (30) days at LICENSEE's expense. CDs, DVDs HARD DRIVES or STORAGE DEVICES not returned at that point will be deemed to be missing. LICENSEE agrees to reimburse BSC in the amount of TWO HUNDRED AND FIFTY US DOLLARS (USD\$250.00) for each missing HARD DRIVE, the Replacement Value identified in Exhibit A for HARD DRIVES. Immediately upon termination of this agreement, any temporary copies of COMPOSITIONS made by LICENSEE during the course of normal production or through downloads from BSC's website must be destroyed. Copies of the COMPOSITIONS that are stored on any computers, hard drives, discs, or any other electronic storage media must be deleted upon termination of this Agreement.

5. LICENSEE agrees to pay BSC upon execution thereof the sum of Two Hundred and Fifty US Dollars (USD\$250.00) of which Two Hundred US Dollars (USD\$200) shall be deemed a credit (hereinafter referred to as CREDIT) against licensing fees. Such CREDIT must be used within the twelve (12) month period commencing on the date of this Agreement. No additional money need be deposited with BSC as a credit for any year subsequent to the first year hereof.

If at any time LICENSEE's account becomes past due by more than ninety (90) days, and after notice of such status by BSC, BSC may, at its sole discretion, and in addition to any other remedies that BSC may be entitled to, enlist a third party to collect monies due hereunder and LICENSEE will be responsible for any and all reasonable legal or collection fees incurred by BSC, in addition to any other monies BSC may be entitled to under the provisions of the law.

6. This Agreement is not valid until (a) it has been signed and returned to BSC and (b) BSC receives all payment as provided in Paragraph 5. LICENSEE, by exercising its non-exclusive right, license and authority to synchronize and embody COMPOSITIONS within the LIBRARY with LICENSEE's productions, accepts the terms of this Agreement and agrees to be bound by them.

7. BSC periodically shall provide LICENSEE with a standard rate card (also available online at www.bigscoremusic.com) which is subject to change, for the various licenses grantable by BSC for use of the COMPOSITIONS in the LIBRARY. In the event that LICENSEE determines that it wishes to use any of the COMPOSITIONS in the LIBRARY during the term of this Agreement, then BSC agrees that it shall license to LICENSEE on a non-exclusive basis such COMPOSITIONS for the uses, period, territories and the rates provided for in its current rate card. Uses of the LIBRARY shall be reported on BSC's Digi-Drop License Application Form unless otherwise agreed upon by BSC and LICENSEE. LICENSEE shall forward within ten (10) business days, a report of such use to BSC. LICENSEE agrees that the license fee for late or untimely reporting, sixty (60) days or more after synchronization, shall be deemed to be late or untimely and LICENSEE must then remit five (5) times the posted rate to BSC. At such time as LICENSEE's CREDIT has been fully used, LICENSEE shall, together with said report, remit to BSC appropriate payment in full for such use. BSC's failure to provide standard reporting forms

shall not relieve LICENSEE of its obligation to report and pay for all uses of the COMPOSITIONS in the LIBRARY.

8. Each use of BSC's COMPOSITIONS in LICENSEE's productions, under the terms and conditions of this Agreement, requires the submission of a separate Digi-Drop License Application Form by LICENSEE, and the payment of synchronization fees per the current and prevailing Rate Card.

9. Each project using BSC's COMPOSITIONS in LICENSEE's productions, under the terms and conditions of this Agreement, requires a copy of the cue sheets if the production is Theatrical or Broadcast on Local, Regional, Network, Local or Common Carriers, Cable, Premium Cable or Satellite TV both foreign and domestic.

10. LICENSEE's obligation to report and pay for all uses of the LIBRARY is the essence of this Agreement. Any use made by LICENSEE of the COMPOSITIONS in the LIBRARY for which use LICENSEE does not report and make proper payment in a timely manner (or any use made after the termination of this Agreement) is unauthorized and shall constitute an infringement of BSC's rights in the COMPOSITIONS.

11. BSC shall have the right, with reasonable cause and upon reasonable prior notice to LICENSEE (five (5) business days or more shall be deemed reasonable) to audit and examine LICENSEE's records only with regard to the use of COMPOSITIONS in LICENSEE's productions and to make abstracts and copies thereof to verify uses of the LIBRARY made by LICENSEE and, the accuracy and completeness of the license fees paid and reports sent to BSC. LICENSEE shall cooperate with BSC and shall make all relevant records available to BSC to enable it to conduct such audits and examinations in an efficient and expeditious manner.

12. BSC represents and warrants that it has the full right, power and authority to make this Agreement and grant the rights herein. BSC reserves to itself all rights and uses of every kind and nature whatsoever in and to the LIBRARY including, without limitation, the mechanical and all performing rights. All other rights or uses shall be negotiated separately with BSC. With respect to the performing rights, LICENSEE shall negotiate directly with BSC or with the appropriate performing rights society.

13. In the event that LICENSEE violates this Agreement or breaches any of its covenants contained herein, LICENSEE, upon notice from BSC, shall have a period of thirty (30) days to cure such claim. If claim is not resolved during such period, the license hereunder may be terminated at BSC's sole discretion. BSC shall thereafter be under no obligation to license to LICENSEE the use of the LIBRARY or any COMPOSITIONS contained therein for any purpose whatsoever. In addition to any remedy available to BSC, BSC shall thereupon be entitled to seek an injunction to enjoin LICENSEE from any use of said LIBRARY in new productions. Any portion of the CREDIT not then used shall in such case, become non-refundable to LICENSEE without limitation of any other of BSC's rights or remedies by reason of such breach.

14. Based upon LICENSEE's full and complete performance under this Agreement, BSC agrees to indemnify LICENSEE and hold it harmless from and against any and all losses and damages, including reasonable attorney's fees, incurred as a result of a breach of BSC's duties, obligations, representations

and warranties hereunder. LICENSEE agrees to indemnify BSC and hold it harmless from and against any and all losses or damages, including reasonable attorney's fees, incurred as a result of any breach of LICENSEE's duties, obligations, representations and warranties hereunder.

15. This Agreement shall be governed by and construed in accordance with the Laws of the State of Arkansas in the United States of America and the jurisdiction of any dispute hereunder shall be with the courts in the State of Arkansas in the United States of America.

16. This Agreement constitutes the entire agreement of the parties hereto and may not be amended except by an agreement in writing executed by the parties hereto.

The parties have duly executed this Agreement by the authorized signatures below.

BIG SCORE MUSIC, LLC

COMPANY NAME

Jerrold W. Lambert CEO/President

By:_____

Its_____

EXHIBIT A

To the Agreement between Big Score Music, LLC and _____ Dated
_____, 201____.

BSC MUSIC INCLUDED UNDER THIS AGREEMENT AS IDENTIFIED BY VIRTUAL CD CATALOGUE NUMBERS

This list may be modified during the term of the Agreement with the mutual consent of both Parties and will be modified to include update music cues which may be issued during the Term. Acceptance of the music cues by Licensee acknowledges the amendment of this list.

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