



PUBLISHING, SYNCH, & MASTER USE LICENSE AGREEMENT

This AGREEMENT dated January 28, 2009, made by and between [**Artist Publisher & Master Use License Holder Name & Address**] hereafter referred to as (“Company”), and Gene Nacey, CyclingDVDs.com, LLC, a Delaware Video Production Company who Does Business As (DBA) Global Ride Productions & Cycling Fusion, with offices at 2809 Leechburg Road, Lower Burrell, PA 15068, and hereafter referred to as (“Licensee”).

WHEREAS, Company controls certain master recordings (“The Masters”) known and identified by Track Title, Artist and Album (if any), conveyed in the following format:

Track Title	Artist	Album (if any)

under exhibit “A” attached, featuring the performances of the artist listed therein, and

WHEREAS, Licensee desires to license from Company the Masters for the purpose of backing music, the entirety of each song set forth, set to either bicycling videos or Indoor Cycling classes, during the Term and Territory covered by this AGREEMENT.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and conditions hereinafter set forth, the parties hereto do agree as follows:

1. GRANT OF RIGHTS

Licensee shall have the non-exclusive right, license, and privilege to exploit the Masters for use only in aforementioned video series as backing music. The “Masters” shall be defined as the songs listed in Exhibit A of this Agreement.

2. TERM

The Term shall commence on the date hereof and shall automatically renew each year thereafter

3. DEFINITIONS

- (A) Video Unit: Any full-motion visual presentations of information. Such presentations may include audio, graphics and text elements. Video Units may have durations from 1 minute to 120 minutes.
- (B) Streaming Usage: Video Unit sent in compressed form over the Internet and displayed by the viewer in real time. Streaming Usage does not transfer video units to the viewers displaying or receiving device(s).
- (A) Broadcast: The replaying of video unit(s) in a commercial establishment, generally a fitness facility of some kind, to multiple viewers through various media in an indoor group cycling class.
- (B) Home Usage: The replaying of video unit(s) in a non commercial establishment, to an individual through various media
- (C) Download Usage: Video Unit sent in compressed form over the Internet and transferred to the viewer's computer or mobile device.
- (D) DVD Usage: Video Unit that has been permanently encoded on an optical media.

4. DELIVERY

Promptly following the full execution of this AGREEMENT, Company shall deliver to Licensee music files in MP3, 128 kpbs format (Masters), if not already in possession of Licensee, the Masters in proper form for the production of the parts necessary for the use stated under this Agreement.

5. COMPENSATION

- (A) Streaming Usage: For the use of Masters outlined under this AGREEMENT, Licensee shall pay a per use fee of five cents (\$.05) for each video unit streamed that contains Company's music. In addition, Licensee shall also provide marketing advantages to the Company in the form of Web based exposure and credit given by name and author of each song on the video unit itself at the start of each song, and in the credits at the end of the video.
- (B) Download Usage: For the use of Masters outlined under this AGREEMENT, Licensee shall pay a fee of forty cents (\$.40) for all video units downloaded. In addition, Licensee shall also provide marketing advantages to the Company in the form of exposure and credit given by name and author of each song on the downloaded video unit itself at the start of each song, and in the credits at the end of the downloaded video unit(s).
- (C) DVD Usage: For the use of Masters outlined under this AGREEMENT, Licensee shall pay a fee of fifty dollars (\$50.00) for an unlimited number of video units manufacturerd. In addition, Licensee shall also provide marketing advantages to the Company in the form of exposure and credit given by name and author of each song on the DVD itself at the start of each song, and in the credits at the end of the

DVD. In addition, Licensor will put the name of the Artist on the front of the DVD jacket in accordance with the information provided in Exhibit A.

- (D) Usage Report: Licensee will maintain detailed records of all Streaming, Downloaded and DVD usage of Masters outlined under this AGREEMENT. Said records will list all usage events by their respective category, as well as summary totals of compensation earned for same. Usage Report(s) shall be sent to Company on or before the 15th of the month following each month containing usage events of Company's masters, at the following email address: **EMAIL ADDRESS HERE**
- (E) Payments: Compensation shall be provided to company on or before the 15th of the month following each month containing usage events of Company's masters. Funds will be delivered by Licensee and made payable to **PUBLISHER NAME HERE** via PayPal services, or any other electronic method Company chooses. If other than PayPal, please specify below:
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6. TERMINATION

- (A) Either party may terminate this agreement with or without cause. The party wishing to terminate should notify the other with intent to terminate with 30 days notice by email. If said email is not acknowledged, then the terminating party must send notice in writing via postal mail, with a confirmation of delivery, to the address listed in the opening paragraph of this agreement.
- (B) Upon termination, all music provided by the Company shall be removed from any storage mechanism and destroyed by Licensee. All web references to Company or Company's products will also be removed within 30 days of Termination.

7. WARRANTIES AND REPRESENTATIONS

- (A) Company represents and warrants that it possesses full right, power, and authority to enter into and to perform this AGREEMENT and is not and will not be under any disability or restriction, contractual or otherwise, with respect to the commitments made by it under this AGREEMENT.
- (B) Company warrants that it is under no restriction with respect to the Masters hereunder based on any previous contracts or other agreements between Company and any other party. Company further warrants that it has obtained all permissions, rights, and authorizations necessary and needed from all persons involved in the recording and production of the Masters to enable and insure Companies exercise and enjoyment of the full scope of rights granted to Company by this AGREEMENT.
- (C) Company represents and warrants that none of the Masters referenced hereunder, its contents, or Companies exploitation of rights granted to it hereunder shall interfere or infringe under common law or statutory law with the rights of any other party, including without limitation contract rights, copyrights, and rights of publicity and privacy.

(D) Company representations and warranties are true as of the date of this AGREEMENT and shall remain true for as long as Company and its Companies and assigns have any interests or rights under this AGREEMENT

(E) Each of the persons signing this agreement on behalf of Company warrants that he has the authority to make the commitments entered into by Company under this AGREEMENT.

Licensee hereby warrants that:

(A) Licensee represents and warrants that it possesses full right, power, and authority to enter into and to perform this AGREEMENT and is not and will not be under any disability or restriction, contractual or otherwise, with respect to the commitments made by it under this AGREEMENT.

(B) Each of the persons signing this AGREEMENT on behalf of Licensee warrants that he or she has the authority to make the commitments entered into by Company under this Agreement.

8. ENTIRE UNDERSTANDING

This AGREEMENT sets forth the entire understanding between the parties regarding the subject matter hereof, and cannot be modified except by written instrument signed by both the parties hereto. If any one clause in this AGREEMENT is found to not be binding, the remainder of this AGREEMENT shall stand in its entirety.

9. BREACH PROCEDURES.

Neither party shall be considered in default or to have breached the terms of this Agreement unless and until the following shall have occurred: the injured party shall send the breaching party written notice specifying the nature of the default or breach claimed. Such notice shall be sent by certified mail, return receipt requested. Upon receipt of such notice, the breaching party shall have 30 days to cure such breach. Should the breaching party fail to cure such breach within the 30 day period, then the injured party may exercise the right to terminate this Agreement. The injured party must send a notice of termination by certified mail, return receipt requested.

10 LEGAL REMEDIES

Should either party to this Agreement find it necessary to commence legal action to resolve a dispute regarding this Agreement, or to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of court costs, expenses and attorney's fees incurred in such legal action, in addition to any other damages or legal relief awarded. In addition to the right to terminate this Agreement and the right to seek damages for breach, each party shall have the right to seek the remedy of specific enforcement of this Agreement, or the right to obtain injunctive relief to enforce the terms of this Agreement or prevent the further breach of this Agreement. Any party commencing legal action shall have the right to pursue any and all legal remedies herein mentioned or otherwise available at law.

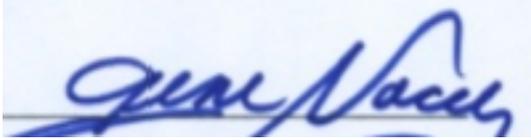
11. GOVERNING LAW AND VENUE

The effect and interpretation of this Agreement shall be governed by the laws of the state of Pennsylvania. The parties agree that the courts of Westmoreland County, Pennsylvania shall be the venue for any legal action regarding this Agreement. Both parties agree to be subject to the jurisdiction of the courts of Westmoreland County, Pennsylvania for purposes of any legal proceedings regarding this Agreement.

IN WITNESS WHEREOF, the parties hereto have accepted this AGREEMENT on the date first set forth above in accordance with the laws of the state of Pennsylvania.

Licensee:

GENE NACEY FOR CyclingDVDs.com, LLC

By; 

COMPANY:

COMPANY NAME HERE

By; _____ (signature)

Printed Name: _____

Title or Position: _____

EXHIBIT "A"

This Exhibit "A" attached hereto and forming part of the License Agreement between COMPANY NAME HERE as Company and Gene Nacey, CyclingDVDs.com, LLC as Licensee

Master Recordings from the album ALBUM NAME. The following Masters are licensed:

TRACK TITLE	ARTIST NAME	ALBUM (if any)
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TRACK TITLE	ARTIST NAME	ALBUM (if any)

In lieu of this page containing a list of the Masters, COMPANY has attached an alternate document containing the same, and has used this page as their signature page, confirming agreement of all the terms herein.