



PENNSYLVANIA ROCK SHOW SUBMISSION AGREEMENT Version 1.4 as of August 19, 2012

This Agreement describes the legal relationship between you (an individual, representing yourself, or if applicable, acting as legal representative for a group, company or corporation) and Pennsylvania Rock Show, (collectively with our licensees and assignees referred to in this Agreement as “we or “us”) the owner and operator of the web pages at or linked to the root URLs “www.parockshow.com and www.akmusicscene.com,” which may expand or change from time to time (the “Website”). Please read this document carefully. By putting a checkmark in the “I AGREE” box, you will become a party to, and will be bound by this Agreement. If you do not agree with any of the terms and conditions of this Agreement, do not put a checkmark in the box below. We may modify this Agreement from time to time as further described in Section: Modification or Amendment of Agreement below.

This Agreement addresses all of the terms and conditions required to participate in a radio show called "(The) Pennsylvania Rock Show" on the Website (the “Program”). Under our Standard Program you supply audio and/or other content to us and allow us to include your material in our database, which we can make freely available over the World Wide Web through various other means of transmission.

The legal terms which apply to the Standard Program are described below in Sections I. Legal terms applicable to all other items are described in Section II: General Terms.

Section I Standard Program

Standard Content and Standard Material. In order to participate in the Program, you must provide us with one or more sound recording(s) of musical composition(s) or other audio and/or audio-visual content to be used by us as described in this Section (“Standard Content”). You may also provide us with other material related to your Standard Content (such as pictures, videos, song lyrics, press reviews, etc.) for our use in connection with the Standard Program (collectively “Standard Material”).

Subject to the conditions of this Agreement, unless otherwise designated by you, Standard Content and Standard Material may be used in all of our current and future promotions (the “Promotion(s)"). Subject to the terms of each Promotion, you may submit or withdraw any Standard Content and any Standard Material by contacting the Artist Administrator at: artists@parockshow.com.

1.1 License for Standard Content and Standard Material. By the act of delivering Standard Content and/or Standard Material to us, you grant to us a non-exclusive, royalty-free, worldwide license to: (a) publicly perform, publicly display, broadcast, encode, edit, alter, modify, reproduce, transmit, manufacture, distribute and synchronize with visual images the Standard Content or Standard Material, in whole or in part, alone or in compilation with content provided by third parties, through any medium now known or hereafter devised for the purpose of demonstrating or promoting your or our products or services; (b) use any trademarks, service marks or trade names incorporated in the Standard Content or Standard Material and use the likeness of any individual whose performance or image is contained in the Standard Content or Standard Material in connection with the foregoing. Audio content and corresponding materials enrolled in one or more Promotion(s) (whether or not listed) shall be considered Standard Content and Standard Material, only to the extent that the operation of such Promotion reasonably shall require us to exercise the rights licensed in this Section.

1.2 Termination of Standard Program License. Subject to the provisions contained in Section: “Term

and Termination” below, you may terminate your license to us with respect to some or all of your Standard Content and Standard Material, at any time by contacting the Artist Administrator.

Section II

General Terms. The following terms apply to the Standard Program:

2.1 Materials. For the purpose of this Agreement, the term “Materials” means anything that you submit to including, but not limited to, Standard Content, Standard Material, CD Content and CD Material as applicable.

2.2 Ownership of Copyrights. As between you and us, you retain ownership of the copyrights and all other rights in the Materials furnished by you for our use hereunder, subject only to the non-exclusive rights granted to us under this Agreement. You are free to grant similar rights to others during and after the term of this Agreement.

2.3 Representations and Warranties. You represent and warrant that: we, our licensees and assignees shall not be required to make any payments in respect of the authorized use of your Material, including, without limitation, payments to you, third parties claiming through you or otherwise, music publishers, mechanical rights agents, performance rights societies, persons who contributed to or appear in your Material, your licensors, unions or guilds; (b) you have the full right and power to enter into and perform this Agreement, and have secured all third-party consents, licenses and permissions necessary to enter into and perform this Agreement; (c) the Material does not contain “samples” of any third party’s sound recording or musical composition and will not infringe on any third party’s copyright, patent, trademark, trade secret or other proprietary rights, rights of publicity or privacy, or moral rights; (d) the Material does not and will not violate any law, statute, ordinance or regulation; (e) the Material is not and will not be defamatory, trade libelous, pornographic or obscene; (f) the Material does not and will not contain any viruses or other programming routines that detrimentally interfere with computer systems or data; (g) all factual assertions that you have made and will make to us are true and complete; and (h) you are of legal age of consent in all applicable jurisdictions and, in any event, are at least eighteen (18) years of age. You agree to indemnify and hold us, our licensees and customers harmless from any and all damages and costs, including reasonable attorney’s fees, arising out of or related to your breach or alleged breach of the representations and warranties described in this Section. Pending the resolution of a claim arising out of or related to such a breach, we shall have the right to withhold sums due you in an amount consistent with our reasonably anticipated damages and costs. You agree to execute and deliver documents to us, upon our reasonable request, that evidence or effectuate our rights under this Agreement.

2.4 Term and Termination. Upon termination of this Agreement, all of our license rights terminate, except that we retain those rights necessary for us to: (a) provide perpetual access to Affiliate holders who syndicate the Program for future re-broadcasts which incorporates your Material; and (b) fulfill the terms and conditions of any Promotion in which you are participating. Subject to the foregoing, we shall use reasonable efforts to discontinue public access to your Material promptly upon termination; however, due to your participation in certain Promotions, your Material may remain accessible to the public for up to ninety (90) days following termination. We may terminate this Agreement with respect to any or all Programs and Promotions, at any time by so notifying you; the Agreement will terminate upon your actual receipt of such notice or three (3) days after we have sent a notice of termination to the email address you supply to us, whichever is sooner. Also, Sections titled “Term and Termination,” “Representations and Warranties,” “Disclaimer,” “Waiver of Certain Damages” and “Miscellaneous” shall survive termination.

2.5 Determining Type of Content. We will implement and maintain reasonable business practices, which enable us to use and present your Materials according to the category and subject to the specifications, as you shall designate. If we make an error in good faith, however (for example, if we erroneously categorize a song that you send to us as Standard Content when in fact you intended it only to be Promo Content) and consequently exceed our license rights, your sole and exclusive remedy will be to notify us and we promptly will take all reasonable steps to correct the error. Furthermore, We reserve the right to recategorize your Materials and/or designate your Materials only for display in any ?* Section? of the Website if, in our reasonable business judgment we determine that you improperly categorized or designated your Materials. In addition, we may refuse to provide public access to your Materials, in whole or in part, if we determine in our sole discretion that you have breached this Agreement, your Materials may cause injury to or interference (intentionally or unintentionally) with our rights or property, or to the rights or property of persons accessing the Website. In such case, your sole and exclusive remedy will be to terminate this

Agreement as provided above.

2.6 Notifications of Infringement. Upon receipt of notice, we will act expeditiously to remove or disable access to any Materials claimed to be infringing or claimed to be the subject of infringing activity, and we will act expeditiously to remove or disable access to any reference or link to Material or activity that is claimed to be infringing. Notwithstanding anything contained in this Agreement, you expressly consent to our disclosure of your personally identifiable and all other personal information in the event that you or your Material is the subject matter of any such infringement claim.

2.7 Disclaimer. THE STANDARD PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR OTHERWISE. WITHOUT LIMITATION, WE DISCLAIM ANY AND ALL WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE STANDARD PROGRAM. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, THAT THE STANDARD PROGRAM WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

2.8 Waiver of Certain Damages. EXCEPT FOR DAMAGES RELATED TO A BREACH OF THE SECTION TITLED "REPRESENTATIONS AND WARRANTIES," NEITHER YOU NOR US WILL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, STATUTORY OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT.

2.9 Modification or Amendment of Agreement. We reserve the right, in our sole discretion, to change, modify, add or remove all or part of this Agreement. Notice of any amendments and/or modifications shall be sent to you or posted at the Website at least three (3) days prior to their effective date. In the event that you do not consent to any such amendments and/or modifications, your sole recourse shall be to terminate this Agreement with respect to any or all Programs, as provided above.

2.10 Miscellaneous. This Agreement sets forth the entire understanding and agreement of the parties as to this Agreement's subject matter and supersedes all prior proposals, discussions or agreements with respect to such subject matter. You agree not to resell, assign, otherwise transfer, or delegate your rights or obligations under the Agreement without our prior express written authorization. Notices or communications under this Agreement shall be sent by electronic mail or in writing and shall be deemed delivered upon receipt to the party to whom such communication is directed, at the following addresses: (a) if to us, such notices shall be addressed to legal@parockshow.com, or 149 Main Street, Leechburg, PA 15656 attention: Vice President, Legal Affairs and (b) if to you, such notices shall be addressed to the electronic or mailing address specified when you register for the Program. The Agreement shall be governed by and construed in accordance with, and all legal issues arising from or related to your use of, or participation in the Programs shall be determined by the laws of the State of Pennsylvania without regard to that State's conflict-of-law provisions. The State and Federal courts of Pennsylvania shall be the exclusive forum and venue to resolve any and all disputes arising out of or relating to the Agreement or to your use of, or participation in, the Program. You consent to personal jurisdiction and venue in the appropriate state court in Armstrong County, State of Pennsylvania or the United States District Court of Allegheny County. Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. All headings in the Agreement are for convenience only and shall have no legal or contractual effect. You agree that we and you are independent contractors under this Agreement, and nothing herein shall be construed to create a partnership, joint venture or agency relationship. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

- I AGREE

Date: _____

I the undersigned have read and agreed to all the terms herein.

(SIGN NAME HERE)

(PRINT NAME HERE)

(ADDRESS 1)

(PHONE DAY)

(ADDRESS 2)

(PHONE NIGHT)

(CITY, STATE ZIP/COUNTRY)

(EMAIL)

(BAND)