

Symphonic Distribution YouTube Monetization Agreement

This agreement becomes valid if approved by Symphonic Distribution. If approved, this agreement entered on this date shall be a mutual understanding between Symphonic Distribution and You, the signee to monetize and claim videos on your behalf via YouTube.

Symphonic Distribution (hereinafter “Company”), is a trademarked company with full ownership over the services and procedures being offered to You. (“ Symphonic Distribution “, ” we “, or ” us “).

1. **Definitions** “Services” shall refer to the services provided by Symphonic Distribution “Company”. “You” and “Your” shall refer to the individual or individuals that are approved to sign this agreement and agreeing to its terms and conditions.

2. Services

This Agreement and any rights conveyed by You to Symphonic Distribution under this Agreement are limited solely to the use of User Submitted Content on YouTube and solely to content on YouTube that was not uploaded by You or someone on Your behalf. To the extent Symphonic Distribution expands its Services to services and Companies other than YouTube, You will provide with an opportunity to opt in to such additional offerings at that time.a. YouTube Claims

After signing this agreement, You be opted in to Symphonic Distribution’s service offering to identify claims against unauthorized individuals and/or entities who are using and/or exploiting your User Submitted Content on YouTube (“YouTube Claims.”) By opting in to this service, You agree and permit Symphonic Distribution to negotiate and enter into settlements or agreements to license or otherwise monetize those YouTube Claims (or to refrain from doing so) with such individuals and entities on your behalf on such terms as we may elect in our sole discretion.

3. No Unlawful or Abusive Use of the Company or Services

You agree not to use the Company or Services for any unlawful, fraudulent, or abusive purpose. You may not interfere or attempt to interfere with the appearance or operation of the Company or Services. You may not take any action that imposes an unreasonable or disproportionately large load on the Company or its infrastructure. You may not attempt, nor support others’ attempts, to decrypt, reverse engineer, circumvent or otherwise alter or interfere with the Company or any Content. Symphonic Distribution has the right to interrupt, suspend, or terminate Services if it suspects that You are engaging in unlawful, fraudulent, or abusive activity.

4. Relationship of Parties

No joint venture, partnership, employment, or agency exists between You and Symphonic Distribution, and nothing in these Terms of Service shall be construed as creating any joint venture, partnership, or employment relationship.

5. Account Information

In order to use the Services, You must sign this agreement. Your current YouTube information will be confidential to you with your access still available for you to upload and manage any and all videos you upload. Symphonic Distribution will monetize videos on your channel and seek to monetize videos on other channels.

6. Payment and Fees

Symphonic Distribution will pay you 70% of all Net Sums that we receive for all uses of your User Submitted Content. As used herein, “Net Sums” shall mean gross monies that we earn, collect and actually receive, or which are credited to our account, from YouTube less ContentID Fees and any taxes, tariffs or similar amounts that we may be legally obliged to withhold or pay. Symphonic

Distribution shall have the right to rely on accounting, usage and other statements received from our sublicensees (including without limitation YouTube Analytics) for all purposes hereunder. You will be responsible for payment of all taxes assessed to you, and for all payments due to third parties (e.g., co-writers of Compositions if applicable, artists, producers, engineers or others who performed services in connection with Recordings), and hereby agree to indemnify and hold us harmless from and against any sums for which you are responsible. If Symphonic Distribution, YouTube or any of our other sublicensees receives a claim or otherwise reasonably suspects that any of your User Submitted Content violates any applicable law or terms of service, or that video views or other activity related to Your Channels or your account with us is attributable to misrepresentation, manipulation, misconduct or similar deceptive or fraudulent practices (automated or otherwise), then in addition to any other available rights and remedies we may withhold Net Sums otherwise payable to you in an amount reasonably attributable to such conduct unless and until any and all claims or other conduct are favorably resolved to our reasonable satisfaction. You will forfeit all amounts that we, YouTube, our other sublicensees reasonably determine in our discretion are the result of any of the foregoing activity, or if so determined by a court or administrative body.

Additionally, if Symphonic Distribution in its reasonable discretion engages outside attorneys in connection with the evaluation, investigation, enforcement or defense of such matter, then Symphonic Distribution shall be entitled to offset its resulting expenses by deducting \$500 from your account with us (whether currently or in the future available) or charging \$500 (or any balance not deducted from your account) to any payment method then on file with us (e.g., PayPal, credit or debit card). In addition to any other rights or remedies, we may in our discretion deduct or set-off any amounts that you owe to us from any monies otherwise payable to you.

7. Accounting

Symphonic Distribution will provide you statements as to Net Sums payable to you within 45 days after the end of each calendar quarter during the Term, together with payment of any Net Sums due to you for the preceding calendar quarter. The statements may be provided to You by email or otherwise made accessible through a registered account on Symphonic Distribution's systems. Unless you provide a specific objection to the statement within 60 days from the date of the statement, such statements shall be binding and You waive any objections to the validity and accuracy of such statement. You will be required to provide us with a Paypal or other account information to allow us to automatically remit payment to your account when the balance reaches \$300 U.S. Dollars or more. Should you not reach \$300 U.S. Dollars or more, the payment will roll over until it does.

8. User Submitted Content

Once you have signed this agreement, you may continue submitting and uploading your music and/or other works of authorship ("User Submitted Content") to your YouTube account.

You warrant that You own all intellectual property rights in any User Submitted Content You submit to the Company or that You have the appropriate license rights from the owner. You may only submit User Submitted Content that you own or control the worldwide rights to, and only to the extent of your own interest.

In this regard, if Symphonic Distribution provides a means for You to designate that your User Submitted Content is jointly owned such that You are capable of specifying that you own a percentage less than a 100% interest in the copyright for the User Submitted Content, then You may submit User Submitted Content for which you do not own the entire copyright interest. In such instances, if there is a co-author or joint owner of the User Submitted Content, then you must specify what percentage of the copyright you own in that song, and only your interest will be covered under these terms. In addition, if your User Submitted Content is covered under an agreement with a music publisher or administrator or with a record company, then You may not be able to submit to Symphonic Distribution. If You enter into any such agreement during the term, it will be subject to Symphonic Distribution's rights herein. Symphonic Distribution recommends that You carefully review any applicable agreements and consult with a lawyer to make sure that you can submit works to us without violating those agreements or these Terms of Service.

However, if Symphonic Distribution does not provide a means for You to designate that you own less than a 100% copyright interest in the User Submitted Content, then you may only submit the User Submitted Content if you do, in fact, own a 100% copyright interest in the User Submitted Content. You grant Symphonic Distribution a worldwide, perpetual, irrevocable, royalty-free, transferable right and license to use, copy, modify, adapt, publish, translate, create derivative works, and distribute such User Submitted Content. However, You keep full ownership interest in the intellectual property rights of your User Submitted Content.

9. Representations and Warranties

You represent and warrant to us that (a) all information, data and materials that you provide to us are accurate and complete, including without limitation your stated percentage copyright interest in the User Submitted Content and your ownership or control of Your Channels, and You will update the same during the Term so as to remain accurate and complete; (b) the User Submitted Content and Your Channels do not infringe upon any rights of any third party or violates any applicable law or terms of service; (c) any sale, assignment, transfer, mortgage or licensing or other grant of rights in or to your interest in any of the User Submitted Content shall be subject to Symphonic Distribution's rights under these Terms of Service; (d) there is no existing agreement, and You will not enter into any agreement or perform any act, that materially interferes or is inconsistent with the rights granted to Symphonic Distribution under these Terms of Service; (e) the User Submitted Content and Your Channels are and shall be free from any adverse claims, liens or encumbrances of any kind by any person or entity; (f) you will not join or become party to any class action against Symphonic Distribution involving the Company or Services; and (g) You have had the opportunity to consult with independent legal counsel in connection with these Terms.

10. Exclusivity and Territory

You grant to Symphonic Distribution the sole and exclusive rights during the Term and in the Territory to administer, collect and otherwise exploit 100% of your worldwide right, title and interest in and to the User Submitted Content that you submit.

The territory of the rights granted to us ("Territory") is worldwide as to all User Submitted Content unless (i) we allow you to specify otherwise, and (ii) you specify otherwise during the submission process.

11. Disclaimer of Warranties

THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SYMPHONIC DISTRIBUTION DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SYMPHONIC DISTRIBUTION DOES NOT WARRANT THAT THE COMPANY OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE COMPANY OR SERVICES OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SYMPHONIC DISTRIBUTION DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU ASSUME ALL RISK FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM USE OF THE COMPANY OR SERVICES, INCLUDING ANY DAMAGES RESULTING FROM COMPUTER VIRUSES. SYMPHONIC DISTRIBUTION DOES NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON ITS BEHALF, AND YOU SHOULD NOT RELY ON ANY WARRANTIES MADE BY THIRD PARTIES. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

12. Limitation of Liability

NEITHER SYMPHONIC DISTRIBUTION NOR ANY OTHER PARTY INVOLVED IN CREATING OR DELIVERING THE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY USE OF, OR INABILITY TO USE, THE COMPANY OR SERVICES. YOU ALSO AGREE THAT YOUR RIGHTS AND REMEDIES WILL BE LIMITED TO DAMAGES IN AN ACTION AT LAW.

THE FOREGOING LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION (WHETHER BREACH OF CONTRACT OR TORT, INCLUDING NEGLIGENCE) AND EVEN IF SYMPHONIC DISTRIBUTION HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

THE FOREGOING LIMITATION APPLIES TO ALL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY USE OF, OR INABILITY TO USE, THE COMPANY OR SERVICES, INCLUDING **BUT NOT LIMITED TO:** (I) ERRORS, MISTAKES, OR INACCURACIES; (II) PERSONAL INJURY OR PROPERTY DAMAGE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS, INCLUDING ANY PERSONAL OR FINANCIAL INFORMATION STORED THEREIN; (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED THROUGH THE COMPANY OR SERVICES; AND/OR (V) ANY SERVICES PROVIDED BY THIRD PARTY SERVICE PROVIDERS.

TO THE EXTENT THAT ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION SHALL APPLY TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

SYMPHONIC DISTRIBUTION'S AGGREGATE LIABILITY TO YOU IN ANY CIRCUMSTANCE IS LIMITED TO EITHER THE AMOUNT PAID BY YOU TO SYMPHONIC DISTRIBUTION OR \$100, WHICHEVER IS LOWER.

13. Indemnification

You agree to defend, indemnify, and hold harmless Symphonic Distribution, its licensors, licensees, distributors, agents, representatives and other authorized users, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives, and assigns from and against any and all claims, damages, obligations, losses, liabilities, costs, attorneys' fees, and expenses arising out of or in connection with (i) your use of the Services, (ii) your violation of the Terms of Service, (iii) any services provided by Third Party Service Providers to You, (iv) your violation of any third party right, including, but not limited to, copyright, trademark, or privacy right, and (v) any submission by You that causes damage to a third party.

You shall cooperate as fully as reasonably required in the defense of any claim. Symphonic Distribution reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You. You shall not enter into any settlement agreement that affects the rights of Symphonic Distribution without Symphonic Distribution's prior written approval.

Pending the determination of any claim subject to indemnification under this provision, Symphonic Distribution may withhold any sums due to you in an amount reasonably related to such claim. If no lawsuit is filed within 18 months of our receipt of a notice of a potential third party claim, Symphonic Distribution shall release monies held pursuant to this provision, provided however, that Symphonic Distribution may, in its sole discretion, continue to hold such sums if there is an ongoing settlement negotiation or if there is an indication that a suit may be brought imminently.

14. Representation of Age and Ability to Accept Terms of Service

You affirm that You are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into, abide by, and comply with the terms and obligations provided in these Terms of Service.

In any event, You affirm that You are over the age of 13, as the Services are not intended for children under 13. If You are under 13 years of age, then please do not fill this agreement out unless a Parent and/or Guardian over the age of 18 is signing.

In addition, once opting in to this agreement and/or any Youtube Monetization agreement provided by Symphonic Distribution, you agree and confirm that we may and/or will send a communication to YouTube regarding the addition of your channel and do not object to the email being sent on your behalf.

15. Amendment of Terms of Service, Term, and Termination

Symphonic Distribution may need to amend these Terms of Service from time to time. When Symphonic Distribution amends these Terms of Service, we may or may not notify You. Your continued use of the Service shall be deemed acceptance of such Amended Terms of Service.

The term of our Services (the “Term”) will begin on the date that you first register and create an account and shall continue for a period of two years. The Term will automatically renew for additional consecutive one year periods unless and until either party provides the other with at least 60 days prior written notice of its desire to terminate.

Notwithstanding the foregoing, Symphonic Distribution may, in its sole discretion, terminate or suspend your access or refuse service at any time, without notice, to all or any part of the Services for any or no reason, including, but not limited to, breach of these Terms of Service.

16. Service of Process

You agree that Symphonic Distribution may effectuate service of process on You relating to any claim, action, lawsuit, or other proceeding by serving you at either the mailing address or email that you provided upon the registration and creation of your account or as updated thereafter. Such service shall be deemed to have the same force and effect as personal service.

17. Assignment

These Terms of Service may not be assigned by You without the prior written approval of Symphonic Distribution. Symphonic Distribution may assign these Terms of Service without your consent.

18. Severability

If any provision of these Terms of Service is deemed invalid or unenforceable under any statute, regulation, ordinance, or by a court of competent jurisdiction, then such provision shall be deemed reformed or deleted but only to the extent necessary to comply with such statute, regulation, ordinance, or court, and the remaining provisions shall remain in full force and effect.

19. No Waiver

The failure of Symphonic Distribution to enforce any right or provision in these Terms of Service shall not constitute a waiver of such right or provision unless agreed to in writing by Symphonic Distribution. In addition, Symphonic Distribution’s waiver of any breach of this Agreement by You will not be a waiver of any other prior or subsequent breach.

20. No Integration

These Terms of Service constitute the complete and final expression of the entire and only understanding between You and Symphonic Distribution relating to the subject matter of this agreement and supersedes any prior written or oral representations.

21. Governing Law and Venue

These Terms of Service shall be governed by the laws of the State of Florida, without respect to its conflict of laws principles. Any claim or dispute between You and Symphonic Distribution that arises in whole or in part from your use of the Services shall be decided exclusively by a court of competent jurisdiction located within Hillsborough or Pasco County, Florida or by the United States District Court for the Central District of California, and You agree to the personal jurisdiction of such courts.

22. Opportunity to Cure

Symphonic Distribution shall not be deemed to be in breach of any of its obligations hereunder unless we receive specific written notice from You via FedEx or registered or certified mail (return receipt requested) of an alleged breach and Symphonic Distribution fails to cure such breach, if any, within 30 days following our receipt of such written notice.

23. Mediation and Arbitration

Before initiating a lawsuit in state or federal court or a proceeding with any administrative agency, the parties agree to first mediate any disputes, controversies, or claims in connection with or arising out of these Terms of Services. If mediation does not resolve the dispute, the parties agree that any disputes, controversies, or claims in connection with or arising out of these Terms of Services shall then be determined by binding arbitration in Tampa, Florida before a single arbitrator who is a member of the American Arbitration Association.

All aspects of this form should be submitted alongside your registration. This includes the necessary tax information that we will need for potential payments to you. I hereby agree and understand all of what was noted on the Tax Form pages previous to this signature page and I will supply a W9 Form if I am based in the USA, a SS-4 Form if I need a EIN, and a W8-BEN form after I receive my EIN form from Symphonic Distribution and the Internal Revenue Service. I understand that I will not receive any royalties unless these tax documents have been filled out and sent in to Symphonic Distribution.