

LICENSE AGREEMENT FOR GC MUSIC SONGWRITER TRACKS ("Agreement")

By purchasing a single track from GC Music Songwriter Tracks or any number of tracks (the "Track(s)") whether on a Compact Disc or through downloading or any other means, the purchaser ("Purchaser") agrees that Purchaser's rights to use the Track(s) will be governed by the terms of this agreement (the "Agreement"). As described below, Purchaser will receive a license to use the Track(s) for the sole purpose of demonstrating lyrics, melodies and/or instrumentals and for no other purpose and GC Music retains all intellectual property rights to the Track(s).

In exchange for the price Purchaser is paying for the Track(s) and agreement to the terms herein, GC Music will provide the Track(s) to the Purchaser. The Purchaser agrees that:

GC Music provides the Track(s) to Purchaser for use in the promotion of Purchaser's demonstration materials and for no other purpose. This means that Purchaser may use the Track(s) in demonstrating lyrics, melodies and/or instrumentals. When so used, the Track(s) may be reproduced as background tracks to the lyrics, melodies and/or instrumentals for demonstration purposes only. However, the Track(s) may under no circumstances be reproduced themselves, without accompanying lyrics, melodies and/or instrumentals.

Purchaser may not sell the Track(s) in any form (altered or unaltered) or allow them to be broadcast for commercial gain but may only use the Track(s) to demonstrate lyrics, melodies and/or instrumentals. Thus, if Purchaser was to record lyrics, melodies and/or instrumentals over the Track(s), Purchaser could not sell the resulting recording or allow it to be broadcast for a fee of any kind, but could only use it to demonstrate (as a "demo") the lyrics, melodies and/or instrumentals. Thus, no product containing the Track(s) in any form (altered or unaltered) may be sold by the Purchaser or used to earn any kind of fee or royalty.

Because use of the Track(s) is limited to *demonstrating* materials, Purchaser may not use the Track(s) for commercials, movies, television, or master recording of any kind.

GC Music is providing the Track(s) to Purchaser on a royalty-free basis NON-exclusively. This means that GC Music continues to retain the right to sell the use of the Track(s) to any person to use for any purpose at any time. Thus, others will be using the Track(s) for the same purposes Purchaser may use the Track(s) and Purchaser may not in any way infringe or restrict the use of this material by others who have purchased a license to use the material.

This is a NON-transferable license, which means that Purchaser may not assign, sub-license or sub-contract any of its rights under the agreement to a third party.

By purchasing the right to use the Track(s), Purchaser does NOT purchase any right to ownership of any intellectual property rights in the Track(s). Ownership of all copyrights remains with GC Music and Purchaser shall not claim otherwise.

Purchaser and GC Music agree irrevocably to submit to the exclusive jurisdiction of the Davidson County, Tennessee Circuit Courts or General Sessions Court, or the United States District Court for the Middle District of Tennessee at the option of the party filing any complaint or action for any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.

This Agreement constitutes the entire agreement and understanding of the Purchaser and GC Music and no variation of this agreement shall be valid unless it is in writing and signed by or on behalf of Purchaser and GC Music.

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement which shall remain in full force and effect.