

INDEPENDENT MASTERING, LLC

STANDARD TERMS AND CONDITIONS

1. Acceptance. These terms and conditions constitute a part of the contract between Independent Mastering, LLC. ("Independent") and Client. No amendment, modification or supplementation of these terms and conditions, whether included in Client's purchase order or otherwise, shall be effective unless agreed to in a writing signed by the President of Independent.
2. Rates; Additional Charges; Taxes. All rates are subject to change without notice. In addition, Independent reserves the right to bill Client for additional charges incurred for any reason or cause that is the fault of Client (including without limitation Client's submitting materials which are not legible or otherwise suitable to produce the work) or otherwise beyond Independent's control. Any and all sales, use or other applicable taxes are the sole responsibility of and shall be borne by Client. All such taxes will be charged to Client in addition to the prices contained in this quotation, all of which shall be due and payable within ten (10) days from the date of invoice. Client shall pay and be solely responsible for any and all royalties and other fees payable to any third party on account of any watermarking or other copy protection technology requested by Client.
3. Delivery of Work; Safety Copy. Client shall deliver materials to Independent for which work is requested (the "Work") in such format as may be mutually agreed by Client and Independent. Client has and will maintain at least one duplicate, safety copy of the Work as delivered to Client, stored at such location apart from Independent as Client may determine.
4. Risk of Loss; Limitation of Damages. Independent assumes no risk of damage or loss to the Work at any time. Damage or loss to the Work shall not in any way release Client from any of its obligations hereunder. Client agrees that Independent shall not be liable for any special, incidental or consequential damages, including without limitation lost income or profits, resulting from damage or destruction to the Work.
5. Storage. Independent shall have no obligation to store the Work after contracted services and delivery of a completed copy of the Work to Client. Independent may continue to store the Work for a limited period of time as a courtesy to Client, but such storage is entirely at Client's risk and subject to the provisions of Section 4 above.
6. Materials. Any quoted price is based on the cost to Independent of the type and grade of supplies and materials to be used to produce the Work as of the date of the quotation, and shall be subject to increases based on any increases in the cost of such supplies and materials to Independent prior to completion of the Work.
7. Terms of Payment. If Client defaults in payment of any invoice at due date, or in the event of any proceeding in bankruptcy or insolvency by or against Client, Independent, in addition to any right it has, shall have the right: (a) to suspend or discontinue work until it has received payment in full for work performed; (b) to require cash in advance to cover further work; (c) to collect late charges of 1 1/2% per month from due date or the maximum rate allowable by law; and/or (d) to recover all costs of collection, including reasonable attorney's fees and expenses. In the event that Independent reasonably determines that the credit worthiness or financial ability of Client has become impaired or unsatisfactory, Independent shall have the right at any time thereafter to change the credit terms with respect to any further work under this quotation.
8. Approvals. One reference compact disc will be submitted to Client for approval. Written approval or suggested changes to said reference compact disc must be received by Independent within twenty (20)

days after delivery to Client, or said disc will be deemed to have been accepted by Client. Client will be billed for all additional time and materials relating to any changes requested by Client.

9. Album Credit. Album credit shall be given for all replicated, duplicated, copied, or otherwise manufactured compact discs or other tangible media made from Independent's master (the Work) and shall read:

Mastered by [engineer's name] at Independent Mastering, LLC, Nashville, TN.

10. Delays, Contingencies and Limitation on Liabilities. Production and delivery schedules are approximate only unless specifically guaranteed in writing by the President of Independent. In any event all such schedules are subject to and shall be extended for delays (a) caused by Client, including without limitation, failure of Client to timely furnish materials in satisfactory condition for use by Independent, failure of Client to promptly approve the reference compact disc, return by Client of the reference compact disc with changes requiring additional time, or any breach of this agreement by Client (collectively, "Client actions"), or (b) resulting from any cause beyond the control of Independent ("force majeure").

INDEPENDENT SHALL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE WHATSOEVER, DIRECT, INDIRECT OR OTHERWISE, RESULTING FROM ANY DELAY OR FAILURE RESULTING FROM CLIENT ACTIONS OR INACTIONS OR FORCE MAJEURE.

11. Warranty and Disclaimer of Warranties; No Consequential Damages. Subject to the provisions of paragraph 10 above regarding Client Actions and force majeure, work performed by Independent for Client will conform in all material respects to specifications set forth in the purchase order. THIS WARRANTY IS IN LIEU OF AND INDEPENDENT HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. INDEPENDENT MAKES NO WARRANTY WITH RESPECT TO WATERMARKING OR OTHER COPY PROTECTION TECHNOLOGY THAT MAY BE REQUESTED BY CLIENT. INDEPENDENT'S SOLE AND EXCLUSIVE LIABILITY UNDER THIS WARRANTY SHALL, AT INDEPENDENT'S DISCRETION, BE EITHER TO REPLACE ANY DEFECTIVE WORK, OR PART THEREOF, OR TO REIMBURSE CLIENT THE ACTUAL CHARGE PAID TO INDEPENDENT BY CLIENT FOR ANY DEFECTIVE WORK OR PART THEREOF.

INDEPENDENT SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST INCOME OR PROFITS, OR CLAIMS OF ANY THIRD PARTY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR INDEPENDENT'S PERFORMANCE HEREUNDER, WHETHER OR NOT CAUSED BY INDEPENDENT'S NEGLIGENCE.

12. Claims. Receipt of any work delivered hereunder shall be an unqualified acceptance of, and a waiver of any and all claims with respect to, such work unless Client gives Independent notice with details of alleged claim in writing and/or return of rejected production parts within five (5) days after receipt. However, with respect to alleged defects not discoverable upon reasonable inspection upon receipt, claim or return may be made within ten (10) days after Client discovers or should have discovered such defect; provided, that in any event, said claim must be made in writing within thirty (30) days of tender of delivery of the work in question. Any action by Client for breach of this agreement must be commenced not later than one (1) year after the cause of action occurs.

13. Ownership of Logs, Workbooks and Settings. Independent will own all right, title and interest in and to equalization settings, audio and video encoding settings, and other technical data and written records pertaining to its services, whether maintained, created or discovered before or during the course of its services ("Independent's Intellectual Property"), to the exclusion of any ownership or claim of interest by Client with respect to Independent's Intellectual Property.

14. Indemnification. Client agrees to indemnify and save Independent harmless from all losses, claims, damages and other expenses, attorney's fees, which Independent may suffer or incur in the event any claim is made against Independent for (a) libel, slander, violation of privacy or right of publicity, violation of Postal laws and regulations, patent, trademark or copyright infringement, contract or other cause of action arising in connection with or relating to Independent's production of the work, (b) the use, display, performance, reproduction, publishing, transportation, mailing or distribution of the work, or (c) Client's failure to obtain, or abide by the terms and conditions of this Agreement and any required license or other agreement relating to watermark or other copy protection technology requested by Client. Client further agrees at Independent's request to defend at Client's expense any such actions or claims made against Independent.

15. Waiver, Governing Law and Consent to Jurisdiction. Independent's failure to insist in any instance upon strict performance by Client of any terms and conditions herein shall not be construed as a continuing waiver of any such terms and conditions or as a waiver of any other terms or conditions. These terms and conditions and the entire agreement between the parties shall be performed and construed in accordance with the laws of the State of Tennessee and Client hereby expressly consents to the exclusive personal and subject matter jurisdiction and venue of federal or state courts located in Nashville, Tennessee to hear and determine any cause of action arising from, or incident to, the agreement between the parties.

16. Complete Agreement. This writing, including attachments hereto and written amendments incorporated herein by reference and the Watermark Technology Addendum, if applicable, is the complete and final agreement between Client and Independent, and supersedes any prior agreement or understanding, express or implied, written or oral. If any term or condition of the agreement between the parties is held invalid, the remaining terms and conditions shall continue in full force and effect.

17. Notice and Delivery. Any notice permitted or required between the parties, or any delivery of materials by the parties, shall be, as to Independent, at its office address at 114 17th Avenue South, Nashville, TN 37203, and as to Client, at the address set forth on the purchase order. Delivery shall be effective: upon actual delivery, if delivery is made in person or by courier service, or upon delivery to the United States Postal Service, postage paid. The address for notice or delivery may be changed by delivering notice of change of address to the other party in the manner provided for in this Section 16.