

Digital Distribution Agreement- The "No Brainer" Version*
**you give us permission, we'll send you \$\$*

YOUR RESPONSIBILITIES

By enrolling in the digital distribution program with A-Cappella.com, you agree to:

- 1) Give us permission to extract MP3 files from your physical CDs for the purpose of offering them for sale as downloads on www.a-cappella.com.
- 2) Allow A-Cappella.com to secure mechanical licenses from The Harry Fox Agency for the purpose of MP3 sales on A-Cappella.com.

OUR RESPONSIBILITIES

As a retail distributor of your music, we agree to:

- 1) Make high-quality MP3 files from your individual CDs and store them on a secure server.
- 2) Regulate the download of these MP3s to paying customers to the best of our ability through our digital music management software.
- 3) Keep thorough and accurate tallies of download sales and get these reports to you every 60 days (approximately).
- 4) Secure mechanical licenses from The Harry Fox Agency, and pay the due license fees as per the license contracts.
- 5) Pay you 60% per track of the retail price for any of your downloads for which we secure mechanical licenses, 70% per track of the retail price for any of your downloads for which you secure mechanical licenses, and 70% per track of the retail price of originals or public domain tracks, as they are sold.
- 6) Combine royalty payments for both physical and download sales into one payment.
- 7) Pay you reliably by check or electronically through Pay Pal, with a minimum payment threshold of \$10 in any consignment period.

You may remove your music from the digital distribution program at any time by providing written notice, either via email to digitaldist@a-cappella.com, by fax to 207-244-7613, or by snail mail to: A-Cappella.com, PO Box 159, Southwest Harbor, ME 04679. We will remove your digital content from our web site within 10 business days of receipt of notice. We reserve the right to change any of the terms mentioned above. Notice of any changes shall be sent to you by email at least seven (7) days prior to their effective date. In the event that you do not agree to any proposed changes your sole recourse shall be to terminate our agreement by notice to us as mentioned above. If we don't hear from you within 10 days of the date of any email from us to you will constitute your acceptance of such changes.

To agree, and enter your group into the digital distribution program at A-Cappella.com, please either reply in the affirmative via email to digitaldist@a-cappella.com (copy and paste the contents of this document below the line into a message, and type in your information in BOLD CAPS), or print and sign this form and return to: A-Cappella.com, PO Box 159, Southwest Harbor, ME 04679, or fax it to 207-244-7613.

I/we have read the terms and conditions of the digital distribution program and agree to abide by them.

Group/Artist Name: _____ Date: _____

Name of representative: _____ Contact Email: _____

Signature of representative: _____ Contact Phone: _____

Group Mailing Address: _____ (Optional for electronic payment)

_____ PayPal Email: _____