

This Use License Agreement (“Agreement”) is made and entered into as of today by and between BAJALO GROUP (“LICENSEE”) and You _____ (“LICENSOR”).

A. LICENSOR warrants he/she is the sole owner or controller of any musical content uploaded to this site by you and has authority to grant all the rights herein to Licensor. Content shall include and not be limited to music compositions via cds, phonograph records and/or digital streaming and is the exclusive owner or licensor controls one hundred percent (100%) of the Musical Composition upload by You herein including the copyrights therein. In the event You do not own or control the copyrights You have a valid license from the Copyright Owner transferring and acknowledging such authority.

B. LICENSEE is engaged in the business distributing and exploiting music through mobile applications and desires to license Master Recordings for use in the mobile application entitled “Writrz Block”

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. Term: The term of this Agreement (“Term”) shall be in perpetuity.
2. Grant of Rights: Subject to the terms and conditions of this Agreement, during the Term and in the Territory, Licensor hereby grants to Licensee the nonexclusive right, privilege, and license to use any content uploaded to the Writrz Block website (and use in the Writrz Block application) by You in connection with the use of any Writrz Block service. Such content is entitled “ _____ ” (“Master Recording”) sublicense to:
 - a. Reproduce the Master Recording and content to include in the mobile application entitled “Writrz Block.”
 - b. Distribute, advertise, and sell the application embodying the Master Recording and content provided that the Licensee shall not allow the user to access the Master Recording and or content which will give the ability or allow the user to utilize the Master Recording or content outside the intended purpose of the services hereunder.
 - c. Use the excerpt of the Master Recording as embodied in the mobile application in “in-context” promotions/ commercials for the mobile application (“Promos/Ads)
 - d. The unconditional right throughout the universe in perpetuity to use, simulate and/or portray Licensor’s name, likeness, voices, personal identification,

biographical material, artist name or any sobriquet in any media solely in connection with the mobile application hereunder.

e. If during the Term hereunder you wish to enter into an agreement directly or indirectly with a third party concerning the distribution of the Master Recording hereunder, you will first offer such rights exclusively to Licensor prior to accepting any offer from the third party. Licensor shall have thirty (30) days from such notice from you to enter into an agreement with you. In the event you and Licensor has not agreed to material terms within thirty (30) days you shall be entitled to negotiate in good faith with such third party.

f. Notwithstanding the foregoing Licensee shall have the absolute right to include the Master Recording in a compilation distributed by Licensee solely at the discretion of Licensee. Such fee will be in accordance with section five below however such fee will be prorated by the amount of other master recordings that appear on such compilation.

3. Territory: Universe

4. Reservation of Rights:

a. Licensee hereby acknowledges and agrees that other than the rights in the Master Recording specifically granted to Licensee herein, Licensee shall have no rights in or to the Master Recording and or content and all rights in and to the Master Recordings and or content not expressly granted to Licensee herein are hereby reserved by Licensor including, without limitation, (i) all public performance rights not expressly granted hereunder, unless otherwise set forth to the contrary herein and (ii) any right to embody the Master Recording on records (including without limitation, an album or compilation related to the mobile application and any records in digital transmission formats) or in interactive programs and audiovisual works other than the mobile application and promos/ads, and all rights to commercially distribute such records, interactive programs, and audiovisual works in any markets. In addition, Licensee acknowledges that the rights granted to Licensee hereunder are nonexclusive and Licensor explicitly reserves the right to grant similar licenses for the use of the Master Recording and content to other licensees provided that such use is not used in an application that competes with Licensee's businesses including Writrz block application.

b. Licensee hereby acknowledges and agrees that: (1) Licensee may not remix, re-edit or otherwise materially alter the Master recording; (ii) Licensee shall have no right to use Licensor's likeness or Master Recording for third party merchandising use such as "Sticker" any advertisements for the mobile application or otherwise feature the Master Recording in any out of context promotion or advertising for the mobile application however, Licensee shall have the right to use such materials for any and all means to promote or advertise the mobile application in context.

5. Use Fee

In consideration of the rights and license granted by Licensor to Licensee in this Agreement Licensor agrees to the a percentage of "Net" profit in the amount of _____%. Such fee will be inclusive of any and all payments that may be due you including performance royalties, synch fees, and mechanical royalties. Net profit shall mean all monies considered at profit received by Licensee solely in connection with the Master Recording hereunder less all costs, fees and expenses directly and solely (and if not solely a good faith documented pro rata share) in connection with the recording, manufacture, distribution, marketing, promotion and exploitation of the Master Recording. You will not be paid until such time as there is a Net profit received by Licensee. You acknowledge that the percentage stated above will be your sole and only payment in connection with the services you provided hereunder.

6. Ancillary Permissions and Payments: In connection with Licensor's conveyance of any rights granted to Licensee herein, Licensor represents, warrants and agrees that: (i) Licensor shall obtain all necessary music publishing licenses and consents, including, but not limited to synchronization licenses, mechanical licenses and public performance licenses, if applicable and Licensee shall not be responsible for any fees, advances or other consideration in connection with the Master recording or content provided by You.

7. Credit: Licensee may but not be obligated to afford Licensor credit in the body of the mobile application in the following manner: _____

8. Representations and Warranties; Indemnity:

Licensor warrants and represents that (i) Licensor has the right to enter into this Agreement and to grant to Licensee the rights granted herein; and (ii) the use of the Master Recording s contemplated hereunder, will not violate the rights of any third party. As between Licensor and Licensee, licensor shall be responsible for any payments to any third party including but not limited to producers, songwriters, publishers, artists, engineers who performed or participated in the creation of the Master Recordings. Licensor hereby indemnifies and holds harmless Licensee against any loss or damage suffered by Licensee as a result of any third party claim based on the use of the Master Recordings in accordance with this Agreement or the breach of any of your representations made in this Agreement. Licensee shall not be responsible for or subject to any costs, fees advances, charges or royalties for or in connection any Licensee's exploitation and use of the Master Recordings. Licensor hereby indemnifies and holds harmless Licensee Against any loss or damage suffered by Licensor as a result of any third-party claim based on the breach of any representation or warranty of Licensor contained in this Agreement or any other agreement. Licensee will promptly notify

Licensors of any alleged breach of this Agreement by sending written notice to Licensor specifying in detail the alleged breach

9. Termination: Licensor shall have the right to terminate this Agreement upon written notice to Licensee in the event of: (a) Licensee's insolvency or if there shall be a dissolution or liquidation of Licensee's assets or (b) material breach by Licensee of any of its representations or warranties or covenants hereunder which is not cured within thirty (30) days of Licensee's receipt from Licensor of such breach. Licensor's only remedy is to seek automatic termination of the rights granted hereunder and any further use of the Master Recordings by or on behalf of the Licensor shall terminate upon thirty (30) days from the time when the particular breach should have been cured thereafter. Licensee's further use of the Master Recordings in accordance with this Agreement shall terminate and any further use of the Master Recordings shall cease.

10. Notices: All notices to be given hereunder shall be addressed to the appropriate address set forth in this Agreement. All notices shall be in writing and shall be sent by certified or registered mail with postage prepaid, return receipt requested, or by overnight commercial courier, or within three (3) days of mailing if sent by certified or registered mail, except that notice of change of address shall be effective only after the actual receipt, thereof by the applicable party.

11. Master Recording Copy: Upon the execution of this Agreement Licensor shall provide Licensee with a copy of the Master Recording to be used as specified herein. Upon termination of this Agreement Licensee shall destroy any such Master Recording furnished to Licensee hereunder within thirty six (36) months of such termination. However subject to the rights granted to Licensee in paragraph 2(f) above.

12. Assignment: Licensee may assign this Agreement to any party. Licensor may not assign this Agreement to any other party (Except in the event of purchase or acquisition by a third party). Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and assigns.

13. Entire Agreement: This Agreement sets forth the entire understanding of the parties hereto relating to the subject matter hereof and all prior and contemporaneous understandings relating to the same have been overridden by the terms of this Agreement. This Agreement shall not become effective until signed by Licensee and Licensor or by a duly authorized representative. No modification or waiver of this Agreement or any of its terms shall be binding unless signed by Licensee and Licensor. Should any provision of this Agreement be held to be void or unenforceable by a court of competent jurisdiction no other provision of this Agreement shall be affected as a result thereof, and the remaining provisions of this Agreement shall remain in full force and effect as though such void or unenforceable provision had not been contained herein.

14. Governing Law and Venue: This Agreement has been entered into the State of New Jersey and its validity, construction, interpretation and legal effect shall be governed by the laws of the State of New Jersey applicable to the contracts entered into

and performed entirely within the State of New Jersey without regard to the conflicts of law principles of such State. All claims, disputes or disagreements which may arise out of the interpretation, performance or breach of this Agreement shall be exclusively to the jurisdiction of the State of New Jersey or the Federal Courts located in New Jersey.

Terms and Conditions

In using this website you are deemed to have read and agreed to the following terms and conditions:

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Privacy Statement

We are committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service. We will take every precaution against computer systems and data attacks. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible.

Confidentiality

All information hereunder are regarded as confidential and therefore will not be divulged to any third party, other than if legally required to do so to the appropriate authorities. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the provision that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Client's with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties.

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.

Disclaimer

Exclusions and Limitations

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, this Company:

- excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including

- in relation to any inaccuracies or omissions in this website and/or the Company's literature; and
- excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

Payment

PayPal is the acceptable method of payment. Our Terms are payment in full upon execution of the Agreement.

Cancellation Policy

Minimum 24 hours notice of cancellation required. Notification for instance, in person, via email, mobile phone 'text message' and/or fax, or any other means will be accepted subject to confirmation in writing. We reserve the right to charge \$50 to cover any subsequent administrative expenses.

Termination of Agreements and Refunds Policy

The Parties hereunder have the right to terminate solely in accordance with the Agreement. No refunds shall be offered.

Availability

Unless otherwise stated, the services featured on this website are available worldwide. All advertising is intended for the worldwide market. You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs and text available through this site. Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of the Company. The Company does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability. By using this service you thereby indemnify this Company, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

Log Files

We use IP addresses to analyze trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting

usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

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Like most interactive web sites this Company's website [or ISP] uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies.

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You may not create a link to any page of this website without our prior written consent. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

Links from this website

We do not monitor or review the content of other party's websites which are linked to from this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site & to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

Copyright Notice

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This Company's logo is a registered trademark of this Company in the United States and other countries. The brand names and specific services of this Company featured on this web site are trade marked

Communication

We have several different e-mail addresses for different queries. These, & other contact information, can be found on our **Contact Us** link on our website or via Company literature or via the Company's stated telephone, facsimile or mobile telephone numbers.

Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

Waiver

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

General

The laws of the State of New Jersey govern these terms and conditions. By accessing this website you consent to these terms and conditions and to the exclusive jurisdiction of New Jersey courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorized representatives of the Company.

Notification of Changes

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these

changes taking place. You are therefore advised to re-read this statement on a regular basis

These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein.