

EXHIBIT A

ARTIST AGREEMENT

IMPORTANT: PLEASE READ CAREFULLY.

This agreement is by and between AMI Entertainment Network, Inc. ("AMI") and you, the Musicati Artist ("Artist" or "You" or "Your"). Participation in the Musicati Brand Program is subject to the terms and conditions of the agreement set forth below ("Agreement"). **By clicking "I AGREE" below You agree to be bound by the terms and conditions of this Agreement. If You do not agree, click "I DISAGREE". By refusing to agree to the terms provided herein, You are not authorized to use or participate in the Musicati Brand Program to purchase a quantity of play time on AMI's digital jukebox network ("Network"), and will not have access to the artist portion of the Musicati Web Site.**

Section 1: Promotion; Web Site Access; Registration Fees; Royalties.

(a) Promotion. Upon subscribing to the Musicati Brand Program, AMI shall promote Your songs/album art and any and all other material, including images and video, which You register as part of the Musicati Brand Program, as described herein (the "Licensed Products") on at least ten (10) jukeboxes. Jukebox promotions will include up to 3 images, or a single video of up to 15 seconds in length, provided by You and accepted by AMI. The frequency of play of any promotional images or video on a given promotional jukebox may vary based upon several factors, including, the number of Musicati Artists who have selected that jukebox as one of their promotional jukeboxes. As agreed upon in the user registration page, You shall receive inclusion of those Licensed Products that You registered with the Musicati Brand Program. Your participation in the Musicati Brand Program shall be for one (1) year from the date of Your acceptance of this Artist Agreement ("Term").

(b) Access to Musicati Web Site Page. You shall have access to the Musicati Web Site or other website access point to manage the Your account.

(c) Registration Fees. You shall pay the sign-up fee as set forth in the registration page for entry into the Musicati Brand Program ("Participation Fees").

(d) Artist's Royalties. As an Artist, You shall receive royalties consistent with that typically paid to artists on a digital jukebox network, which include royalties for mechanicals, but not for sound recordings.

Section 2: Ownership and License.

(a) Ownership of Licensed Products. AMI acknowledges that the Licensed Products are owned by You and are protected by the United States copyright laws, and other intellectual property

laws, by laws of other nations, and by international treaties.

(b) License Grant. During the Term, You hereby grant AMI a non-exclusive world-wide right and license to use, play, publish, display, distribute, and advertise the Licensed Products, as well as a license to use Your name, nickname, initials, autograph, facsimile signature, photograph, likeness, and/or endorsement, on or in association with the Network. This license includes, but is not limited to, a license under any and all copyrights, trademarks, or any other intellectual property interest owned by You, now or in the future, in connection with the Licensed Products.

Section 3: Representations and Warranties; Indemnification.

(a) You represent and warrant that:

(i) all Licensed Products are Your sole and original expressions and compositions and that You have secured all necessary rights related thereto (for which You must provide proof acceptable to AMI in its discretion, upon request),

(ii) that the Licensed Products do not incorporate or embed any portion of any other artist's composition or recordings, including samples, or any other intellectual property rights, without said other artist(s) express written authorization (for which You must provide proof acceptable to AMI in its discretion, upon request), and

(iii) that any use of the Licensed Products shall not infringe any third-party's intellectual property rights. AMI shall have the right to reject, remove, or refuse any Licensed Products or portions thereof, in its absolute discretion, based upon the production quality or other condition of the Licensed Products, the content and/or subject matter of the Licensed Products, and/or Your failure to satisfy the requirements of this Agreement.

(b) You agree to defend, indemnify, and hold AMI and its officers, directors, agents and employees, harmless against any and all costs, expenses, and losses (including reasonable attorneys fees and costs) incurred through claims of third parties against AMI arising out of, or relating to, a breach of Your representations and warranties or any infringement of any third party intellectual property rights, or Your breach of this Agreement.

Section 4: Limitations of Liability and Remedies.

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AMI, ITS AFFILIATES, CUSTOMERS, SUPPLIERS, MANUFACTURERS OR CONTENT PROVIDERS BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF REVENUE, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF USE OF THE LICENSED PRODUCT OR ANY PRODUCT OR ANY ASSOCIATED MATERIAL, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR RESULTING FROM THE USE OF OR INABILITY TO USE THE LICENSED PRODUCTS, EVEN IF AMI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR BREACH OF ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY RELATED TO ANY AMI PRODUCT, EQUIPMENT OR SERVICE EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

(b) IN ANY AND ALL EVENTS, AMI'S LIABILITY FOR DAMAGES UNDER ANY PROVISION OF THIS AGREEMENT WILL IN NO EVENT EXCEED THE AGGREGATE AMOUNT PAID BY YOU TO AMI PURSUANT TO THIS AGREEMENT.

(c) BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.

Section 5: Breach; Termination; Rights in Perpetuity; Discovery Commission.

(a) Breach, Termination, Survival. You agree to allow AMI, as a consequence of any breach of this Agreement, acting in its sole and absolute discretion to (i) immediately terminate this Agreement, and (ii) promptly remove the Licensed Products from the Network. In the event of such breach, You will be prohibited from access to the Musicati Web Site. AMI may terminate this agreement at will by providing You with at least sixty (60) days prior written Notice.

(b) Artist's Remedies. You agree that AMI's sole and exclusive liability to You shall be the greater of a refund of the Participation Fees or the Musicati Artist royalties accrued as of the date of termination of this Agreement and shall exclude all punitive, special, exemplary, indirect, consequential damages (including, but not limited to, attorneys' fees and costs) and all implied warranties of fitness for a particular purpose or merchantability.

(c) Discovery Commission. In the event You sign a paid recording contract, personal services agreement related to services as a musical artist, and/or a publishing agreement, the Musicati Brand Program shall receive a fifteen percent (15%) discovery commission from such Musicati Artist's paid recording contracts, personal services agreements, and/or publishing agreements or any other agreement where AMI and/or Musicati was a material cause of the Artist securing the agreement.

Section 6: General Provisions.

(a) Assignment. This Agreement may be assigned by AMI at will, including, but not limited to, an assignment to any Affiliate of AMI. This Agreement may not be assigned by You without the prior written consent of AMI.

(b) Notices. All notices, demands, and statements required or permitted hereunder shall be deemed to have been sufficiently served if sent by certified mail, return receipt requested, or via a courier service that provides for reasonable proof of delivery, postage pre-paid, addressed to the party intended to be served at its address set forth on page 1 hereof, or by e-mail with read receipt requested at the email address set forth on the Musicati registration page hereof, as each of these may from time to time be amended by appropriate notice between the parties. A copy of all notices to AMI shall be sent to: Dickstein Shapiro LLP, 1825 Eye Street, NW, Washington, DC 20006, Attn: Jon Grossman.

(c) Choice of Law and Venue. This Agreement shall be construed in all respects and for all purposes in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to its conflict of laws principles.

(d) Jurisdiction. Each party hereby unconditionally and irrevocably consents to the exclusive jurisdiction and venue in the Courts of the Commonwealth of Pennsylvania, and irrevocably waives any objection (including any objection with respect to venue) that any party may now or hereafter have to the exclusive jurisdiction of said courts, and irrevocably consents to the service of process of said courts in any matter relating to this Agreement by the mailing of process by registered or certified mail, postage prepaid, at the addresses specified in this Agreement;

provided, that if AMI relocates its offices from its present venue in the Commonwealth of Pennsylvania to a new venue, each party hereby unconditionally and irrevocably consents to the exclusive jurisdiction and venue in the Federal and State Courts of the jurisdiction of such new venue. Any award made by a court in conjunction with litigation between the parties regarding this Agreement shall include an award of all reasonable attorneys' fees and costs incurred by the party in whose favor the final decision is rendered.

(e) Agreement. This Agreement supersedes all other contracts and agreements, oral or written, heretofore made by and between the parties hereto, or their respective predecessors in interest, regarding the subject matter hereof. To the extent that the provision of any contract or agreement between the parties in force on the effective date hereof is inconsistent with any specific provision of this Agreement, the latter provision in all events shall govern. AMI may modify this Agreement upon notice to You in the event that AMI determines that such modification is required to comply with terms and conditions of the Exclusive License Agreement or applicable law. The provisions of Sections 3, 4, 5(b), and 6(c-d) shall survive termination or expiration of this Agreement.

YOU ACKNOWLEDGE BY CLICKING "I AGREE" THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND YOU AGREE TO BE BOUND BY ITS TERMS. YOU FURTHER AGREE THAT THIS AGREEMENT SUPERSEDES ANY ORAL AGREEMENT, OR ORAL PROPOSAL, AND ANY OTHER ORAL COMMUNICATIONS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

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