**CONTRACT**

AGREEMENT made and entered into on April 18, 2019,between S-Curve Records(“Licensor”) located in Los Angeles, California and Cameron Wirtz Corp. (“Licensee”) located in San Diego, California.

l. Licensor warrants and represents that it is the owner of a valid United States copyright in the following musical composition:

Title: **85**

Writers: **Andrew Grammer, Brett Leland McLaughlin, Kyle Sherard Moorman**(“Composition”), and has the right to grant the license herein provided.

2. Licensor grants to Licensee the non-exclusive right, privilege and license, irrevocably during the term of the copyright and all renewals and extensions thereof, to use the Composition, to make and/or use arrangements thereof, and to use the title thereof, in the manufacture and sale of parts of instruments serving to reproduce the Composition, including sound recordings in all forms, whether now or hereafter devised or discovered (“Records”) throughout the United States its territories and possessions (“Territory”).

3. Royalties

(a) Licensee shall pay copyright royalties to Licensor at the following rates on the basis of net Records manufactured and sold by Licensee in the Territory during the term of the copyright and all renewals and extensions thereof (excluding records distributed for promotional purposes or free [other than 50% of album free goods, which shall bear royalties hereunder], whether or not intended for re-sale.

(b) In respect of Records manufactured and sold or distributed as free, or bonus Records through any mail order and/or club operation carried on by Licensee or its subsidiaries, affiliates or licensees, the rate(s) shall be 75% of the rate(s) specified herein and shall be payable on the basis of net Records so distributed.

(c) The royalty rates shall be those set forth in the current statutory mechanical royalty rates.

4. Licensee shall render to Licensor quarterly statements, and payments therefor of all royalties payable hereunder, within 45 days after March 31 (Q1), June 30 (Q2), September 30 (Q3) and December 31 (Q4) for each quarter for which any such royalties accrue pursuant to the terms hereof. All royalty statements and all other accounts rendered by Licensee to Licensor shall be binding upon Licensor and not subject to any objection by Licensor for any reason unless specific objection in writing, stating the basis thereof is given to Licensee within one year from the date rendered.

5. Licensor indemnifies, shall hold harmless, and defend Licensee from all loss, damage or expense (including legal expenses and attorney’s fees) (a) arising out of or connected with any claim by a third party which is inconsistent with any of Licensor’s warranties in clause 1 hereof, or (b) by reason of any adjudication invalidating the copyright in the Composition.

6. No royalties shall be payable under this agreement with respect to: (a) Records exported to countries where copyright royalties are payable in connection with their importation or sale, or (b) devices (such as masters, mothers, and stampers) exported for use in the manufacture and sale of Records.

7. This agreement is assignable by either party, and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto. The execution of this agreement by Licensee shall constitute and is accepted by Licensor as full compliance with all obligations of Licensee to Licensor, statutory and otherwise, arising from or connected with Licensees use of the Composition as provided herein.

Artist: **Andy Grammer, John Levine, Andy James**

Selection Number: **evbnkz**

Song Timing: **3:22**

By: **Cameron Wirtz**