

## INDIANRAGA PERFORMANCE AND RECORDING AGREEMENT

THIS INDIANRAGA PERFORMANCE AND RECORDING AGREEMENT (the "Agreement"), made this day of \_\_\_\_\_ is entered into by IndianRaga Inc., a Delaware corporation with offices at 632 Massachusetts Avenue, Unit 313, Cambridge, Massachusetts 02139 ("IndianRaga"), and \_\_\_\_\_, an individual residing at \_\_\_\_\_ (the "Participant").

WHEREAS, IndianRaga has invited certain artists to participate in a performance, or recording, or both with IndianRaga as described on Exhibit A hereto (the "IndianRaga Labs");

WHEREAS, the Participant desires to participate as a performance and/or vocal artist in the IndianRaga Labs Program, and IndianRaga desires for the Participant to be an artist in the IndianRaga Labs program, on the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

### 1. IndianRaga Labs

1.1 The IndianRaga Labs Program. IndianRaga hereby appoints Participant as an artist participant in the IndianRaga Labs Program. IndianRaga will use good faith efforts to produce the IndianRaga Labs Program as described on Exhibit A hereto in the time period set forth on Exhibit A (the "Program Period").

1.2 Participation. The Participant agrees to attend the IndianRaga Labs Program at the location specified on Exhibit A (the "Location") for the Program Period and to use his or her best efforts to perform in all live performances and recorded audio and video sessions contemplated by the IndianRaga Labs Program (whether performances, classroom sessions or otherwise) or as may be requested by IndianRaga during the Period (each a "Performance" and collectively "Performances"). The Participant's involvement in the IndianRaga Labs Program, including without limitation all Performances, is referred to herein as the Participant's "Services." Any recordings of the Performances in which audio or video of the Participant is included are referred to herein as "Recordings." The Participant agrees and acknowledges that the Participant will be available at all hours required by IndianRaga during the Program Period. IndianRaga is under no obligation to include the Participant in any Performances or Recordings.

1.3 Creative Control. The Participant agrees and acknowledges that all Performances and Recordings are produced, directed and otherwise controlled by IndianRaga or its third party contractors. IndianRaga may combine or create extracts from Recordings without restriction, which resulting combination or extract will also be a "Recording" hereunder. The Participant shall cooperate with IndianRaga's personnel, shall not interfere with the conduct of

IndianRaga's business or the IndianRaga Labs Program and shall observe all rules, regulations and security requirements of IndianRaga concerning the safety of persons and property.

2. Term and Termination. This Agreement shall commence on the date hereof and shall continue until the date that is one (1) year after the end of the Period, unless sooner terminated in accordance with the provisions of this Section 2. IndianRaga may, without prejudice to any right or remedy it may have due to any failure of the Participant to perform his or her obligations under this Agreement, terminate this Agreement effective immediately upon delivery of written notice to the Participant for any or no reason.

3. Compensation.

3.1 No Payment. The Participant will not otherwise be compensated for his or her involvement in the IndianRaga Labs Program nor for any travel, lodging or other costs. Participant will pay IndianRaga a program fee of \_\_\_\_\_ to cover a portion of the training, audio and video production, and other costs associated with the program.

3.2 No Additional Royalties. In the event that IndianRaga receives revenue from licenses and/or sale of rights in or to the Participant Content, IndianRaga will keep all revenues and is under no obligation to pay any fee or royalty to the Participant. IndianRaga is under no obligation to charge fees for its licenses or sale of Performances or Recordings.

3.3 Not an Employee; No Benefits. The Participant agrees and acknowledges that the Participant is not an employee of IndianRaga and shall not be entitled to any benefits, coverages or privileges, including, without limitation, social security, unemployment, medical or pension payments, made available to employees of IndianRaga.

4. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL INDIANRAGA, ITS LICENSORS OR SUBCONTRACTORS BE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THE INDIANRAGA Labs PROGRAM OR ANY OTHER OBLIGATIONS RELATING TO THIS AGREEMENT, WHETHER OR NOT INDIANRAGA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Ownership of Performances and Recordings; Participant Release.

5.1 IndianRaga Owns all Performances and Recordings. The Participant agrees and acknowledges that IndianRaga shall be the sole and exclusive owner of all Recordings and Performances. The Participant hereby irrevocably consents to IndianRaga producing Performances and creating audio and visual Recordings of the Participant. The Participant hereby grants to IndianRaga the perpetual, irrevocable, transferable, sublicensable, royalty-free (except as set forth in Section 3.2) right, with and without Participant's knowledge, to film, tape and/or photograph, record in the production/recording area, exhibit, edit and otherwise use Participant's appearance, name, likeness, voice, singing voice, conversation and sounds to exploit such Performances and to use all such Recordings, and any portions thereof, which can be used and distributed presently and in the future with no time limitation for any purpose, including but not limited to use in website content, print collateral, videos, audio recordings and demonstrations. The Participant further agrees and acknowledges that IndianRaga may use and disclose the Participant's name publicly in association with the Performances and Recordings.

5.2 Participant Content. The Participant retains ownership of the Participant Content. The Participant hereby grants to IndianRaga a perpetual, irrevocable, royalty-free, worldwide, sublicensable, transferable license to copy, use and modify the Participant Content for the purpose of promoting the IndianRaga Labs Program, similar programs in the future, and the Performances and Recordings.

5.3 Release. The Participant hereby releases IndianRaga, its successors, assignees and licensees from any claim of any kind or nature whatsoever arising from the use of the IndianRaga Labs Program, Performances and Recordings, including without limitation those based upon defamation, invasion of privacy, right of privacy or publicity, copyright or any other personal and/or property rights in connection with the Recordings, and agree that the Participant shall not now or in the future assert or maintain any such claim against IndianRaga, its successors, assignees and/or licensees. The Participant also waives any right to inspect or approve the finished project that includes a Performance or Recording.

5.4 Reliance. The Participant understands and agrees that IndianRaga is conducting the IndianRaga Labs Program and other activities described herein in express reliance upon the foregoing grants and releases, and the Participant represents and agrees that the Participant is free to grant the rights and releases specified hereunder.

6. Independent Contractor Status. The Participant shall perform all Services under this Agreement as an "independent contractor" and not as an employee or agent of IndianRaga. The Participant is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, IndianRaga or to bind IndianRaga in any manner.

7. Representations and Warranties. The Participant hereby represents and warrants that Participant has the skills and experience necessary to perform the Services, that the Participant will perform said Services in a professional, competent and timely manner, that the Participant has the power to enter into this Agreement and that the Participant's performance hereunder will not infringe upon or violate the rights of any third party or violate any federal, state or municipal laws.

8. Release. Participant hereby releases, discharges and holds harmless IndianRaga, its assignees, licensees, agents, and affiliates and all others connected with the IndianRaga Labs Program and their respective officers, directors and employees ("Released Parties") from any and all liability or claims, whether known or unknown or suspected or unsuspected, arising out of Participant's participation in the IndianRaga Labs Program and the use or reuse of Participant's appearance, name, likeness, voice, singing voice or Participant Content and Participant agrees not to make any claim against any of the Released Parties in connection with Participant's participation in the IndianRaga Labs Program and the use or reuse of Participant's appearance, name, likeness, voice, singing voice or Participant Content. I further agree to indemnify the Released Parties and to hold each of them harmless from any liabilities, claims, actions, damages, expenses or other losses arising out of Participant's acts or omissions or participation in the IndianRaga Labs Program, whether known or unknown, suspected or unsuspected.

9. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery or upon deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other party at the address shown above, or at such other address or addresses as either party shall designate to the other in accordance with this Section 8.

10. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. This Agreement may be amended or modified only by a written instrument executed by both IndianRaga and the Participant.

11. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts, USA, without regard to its principles of conflicts of law.

12. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, both parties and their respective successors and assigns, including any corporation with which, or into which, IndianRaga may be merged or which may succeed to its assets or business, provided, however, that the obligations of the Participant shall not be assigned by it without the prior written consent of IndianRaga.

13. Miscellaneous.

13.1 No delay or omission by IndianRaga in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by IndianRaga on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

13.2 The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

13.3 In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

13.4 The Participant acknowledges and agrees that the Participant has reviewed this Agreement and has had an opportunity to have this Agreement reviewed by his or her own attorney.

13.5 This Agreement may be executed in counterparts, each of which counterparts, when so executed and delivered in original signed form or by facsimile, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this IndianRaga Labs Program Agreement as of the day and year set forth above.  
INDIANRAGA INC.



By: \_\_\_\_\_  
Name: Sriram Emani  
Title: Co-Founder and Director

Participant agrees to the terms and conditions of this Agreement and further represents, warrants and certifies that Participant is age 18 or greater and that Participant has the full, complete and unrestricted right and authority to enter into this Agreement, unless Participant indicates below (by circling the word "NO") that such Participant is under the age of 18.  
Age 18 or greater: Yes / No (circle the correct response)

**PARTICIPANT**

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_

If the Participant is under the age of 18, the signature of a parent or legal guardian of Participant is required. By signing below, the signatory ("Parent") represents and warrants that such individual is the parent or legal guardian of Participant and, on behalf of Participant, hereby agrees to the terms and conditions of this Agreement applicable to Participant. Parent further agrees to the attached Parental Release which must also be signed concurrently herewith.

**PARENT OF PARTICIPANT**

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_

## EXHIBIT A

### IndianRaga Labs Program

The IndianRaga Labs shall take place in \_\_\_\_\_ city of \_\_\_\_\_ state during the month of \_\_\_\_\_. Participants are expected to participate in group discussions, rehearsals, and a final studio audio and video recording performance as per the schedule stipulated by IndianRaga. In addition, Participants may also expected to provide video quotes or footage to be used for promotional purposes of the IndianRaga Labs.

EXHIBIT B

Parental Release

Dated: \_\_\_\_\_

I hereby warrant that I am the parent and/or legal guardian of \_\_\_\_\_, the individual who signed the foregoing Agreement (the "Participant"), that I have caused said Participant to sign such Agreement, that I will not instruct, authorize or permit such Participant to disaffirm the foregoing Agreement, and that I will indemnify and hold harmless the Released Parties (as defined in the Agreement) against any and all claims, liabilities and expenses with respect to such Agreement and that, knowing of IndianRaga's reliance hereon, I agree to cause said Participant to adhere to all of the provisions of such Agreement. I agree that I will be responsible for the conduct and well-being of said Participant at all times during Participant's participation in the IndianRaga Labs Program, if any. I further agree and acknowledge that IndianRaga is not responsible for the conduct or well-being of Participant at any time. In addition, I agree to cooperate with IndianRaga in having this Agreement and any past or future agreements entered into by Participant approved by the applicable court and I hereby waive notice and any opportunity to appear and be heard in connection with any such proceedings. Further, I agree to indemnify and hold harmless IndianRaga and the other Released Parties from any claims arising from Participant's breach of the Agreement or disaffirmation of the Agreement.

In consideration of IndianRaga possibly including Participant in the IndianRaga Labs Program, I hereby agree to be bound by and to perform all the terms and conditions of this Parental Release and the foregoing Agreement (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to the participation of the Participant in the IndianRaga Labs Program, if any.

AGREED AND ACKNOWLEDGED as of the date first set forth above:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_