

IndianRaga Fellowship Program Contract



THIS FELLOWSHIP PROGRAM CONTRACT (the "Contract") is entered into by IndianRaga Inc., a Delaware corporation with offices at One Broadway, 14th Floor, Cambridge, Massachusetts 02142 ("IndianRaga"), and the artist invited by IndianRaga to participate in the Fellowship Program (the "Participant"). If the Participant is minor, his/her Parent or legal guardian (the "Parent") will be giving consent to this Contract. The consent by the Participant or Parent is obtained digitally using the form exclusively provided by IndianRaga on its website for this Fellowship Program.

WHEREAS, IndianRaga has invited certain artists to participate in an educational program with IndianRaga as described in Exhibit A hereto (the "Fellowship Program");

WHEREAS, the Participant desires to participate as a performance, dance, instrumental, production, arrangement and/or vocal artist in the Fellowship Program, and IndianRaga desires for the Participant to be an artist in the Fellowship Program, on the terms and conditions of this Contract;

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. The Fellowship Program.

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

1.2 Participation. The Participant agrees to attend the Fellowship Program at the location specified on Exhibit A (the "Location") for the entire Fellowship Period and to use his or her best efforts to attend all sessions including all live performances and recorded audio and video sessions contemplated by the Fellowship Program (whether performances, educational recordings, classroom sessions or otherwise) or as may be requested by IndianRaga during the Fellowship Period (each a "Performance" and collectively "Performances"). The Participant's involvement in the Fellowship Program, including without limitation all Performances, is referred to herein as the Participant's "Participation." 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 Fellowship 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 Fellowship Program and shall observe all rules, regulations and security requirements of IndianRaga concerning the safety of persons and property.

1.4 Provision of Participant Content. The Participant has provided, or will use good faith efforts to provide, IndianRaga with his or her biographical material, photos and other content about himself or herself ("Participant Content"), for IndianRaga's use for the purpose of promoting the Fellowship Program, similar programs in the future, and the Performances and Recordings.

2. Term and Termination. This Contract shall commence on the date hereof and shall continue until the date that is one (1) year after the end of the Fellowship Period, unless sooner terminated in accordance with the provisions of this Section 2. All Performances and Recordings involving the artist produced by IndianRaga during this period, whether in person or remotely, will be part of the terms of this Contract. 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 Contract, terminate this Contract effective immediately upon delivery of written notice to the Participant for any or no reason. In the event of such termination, the Participant shall not be entitled to any payments pursuant to Section 3.1 and 3.2.

3. Compensation.

3.1 No Payment. IndianRaga will not make any payment to the Participant for his or her involvement in the Fellowship Program. The Participant will not otherwise be compensated for any other costs including but not limited to accommodation, travel, meals, etc.

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 FELLOWSHIP PROGRAM OR ANY OTHER OBLIGATIONS RELATING TO THIS CONTRACT, WHETHER OR NOT INDIANRAGA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IndianRaga's aggregate liability, whether in contract, tort, or otherwise, arising out of or in connection with the Fellowship Program or this Contract shall not exceed the greater of (i) the amount of the Fellowship Payment if not paid when due hereunder and (ii) \$100.

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 including the intellectual property developed therein. 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, 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 Fellowship 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 Fellowship 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 Fellowship 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 participate under this Contract 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 undertake the Participation, that the Participant will fulfil said Participation in a professional, competent and timely manner, that the Participant has the power to enter into this Contract 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 Fellowship 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 Fellowship 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 Fellowship 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 Fellowship Program, whether known or unknown, suspected or unsuspected.

9. Notices. All notices required or permitted under this Contract 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 Contract; Amendment. This Contract constitutes the entire Contract between the parties and supersedes all prior Contracts and understandings, whether written or oral, relating to the subject matter of this Contract. This Contract may be amended or modified only by a written instrument executed by both IndianRaga and the Participant.

11. Governing Law. This Contract 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 Contract 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 Contract 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 Contract are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Contract.

13.3 In the event that any provision of this Contract 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 Contract and has had an opportunity to have this Contract reviewed by his or her own attorney.

13.5 This Contract 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.

Participant agrees to the terms and conditions of this Contract and further represents, warrants and certifies that Participant has the full, complete and unrestricted right and authority to enter into this Contract. By accepting this Contract on behalf of the minor, the 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 Contract applicable to Participant.

EXHIBIT A

Fellowship Program

The IndianRaga Fellowship Program comprises of two segments :

- (1) Remotely conducted collaborations and pre-production planning till the Fellowship Week, and then again post-production activities including any subsequent remote collaborations with IndianRaga till the completion of post production of all productions.
- (2) On-ground Fellowship Week where final rehearsals and recordings for approved Fellowship productions will take place. The details of Location and Dates for the Fellowship week have already been announced on the website and widely circulated to all Fellows.

In addition to being present for the entire duration of the Fellowship Week, Fellows are expected to participate in workshops, production of educational modules, rehearsals, interviews, and any live performances as per the schedule stipulated by IndianRaga. In addition, Fellows are also expected to provide video quotes and footage to be used for promotional purposes of the IndianRaga Fellowship, and meet musicians, audiences and organizing team members. The number of activities at the IndianRaga Fellowship are expected to be high, and we do not guarantee or expect that each Fellow will be part of every activity.

During the course of the Fellowship, Fellows are expected to :

1. Support IndianRaga's promotional activities including but not limited to sharing posts of their own work as well as those of other Fellows. This includes works that they may not be featured in but would be encouraged to share to show solidarity with the IndianRaga Fellowship network and the Fellows cohort.
2. Develop basic working knowledge of simple audio-video editing tools like Garage Band, iMovie and others. As the ideas develop, Fellows are expected to record using simple tools like camera phones and put different components together to share with the IndianRaga creative team for approval
3. Participate in the selection process for subsequent Fellowships (Remotely) and mentor incoming Fellows (By speaking with them on phone/Skype about the Fellowship experience and help them get familiar with it, share insights, etc). All Senior Fellows and select Junior Fellows in 13 to 20 age group will be expected to provide detailed timestamp-based feedback as per IndianRaga format for a stipulated number of future IndianRaga Fellowship applications. The number of applications expected to be given feedback for will be no more than 20 per Fellow, and there will be no payment made by IndianRaga for this.