

IndianRaga Online Fellowship Program Contract



THIS FELLOWSHIP PROGRAM CONTRACT (the “Contract”) is entered into by and between IndianRaga Inc., a Delaware corporation with offices at 8 Anthony J. Grieco Terrace, Unit 2, Boston, MA 02128 (“IndianRaga”), and the artist invited by IndianRaga to participate in the Fellowship Program (the “Participant”).

If the Participant is a minor, this Contract must also be accepted by the Participant’s parent or legal guardian, who represents that they have the authority to provide such consent.

WHEREAS, IndianRaga has invited artists to participate in an online educational and creative program described in Exhibit A (the “Fellowship Program”);

WHEREAS, the Fellowship Program is based on collaboration among participating artists;

NOW, THEREFORE, the parties agree as follows:

1. THE FELLOWSHIP PROGRAM

1.1 Participant agrees to devote reasonable time and effort to the Fellowship Program and to cooperate and collaborate with other participating artists (“Fellows”).

1.2 Fellows are expected to form teams, develop concepts, collaborate on productions, complete their respective contributions and submit proposed productions to IndianRaga for approval.

1.3 Participant agrees to respond to team communications and meeting requests within a reasonable time, provide agreed materials and feedback, and make reasonable efforts not to cause delays in the completion of a production.

1.4 The Collaboration Process Document that will be provided by IndianRaga sets out additional procedures and guidelines for collaboration and production and is incorporated into the Fellowship Program.

2. TERM AND TERMINATION

2.1 This Contract begins upon electronic acceptance and continues until completion of the Fellowship Program, which is generally expected to occur within six months from the date of collaboration initiation.

2.2 IndianRaga may remove Participant from a production or terminate Participant’s participation if Participant fails to reasonably cooperate, communicate, meet agreed deadlines or complete required contributions.

2.3 IndianRaga may cancel or discontinue a production for production, scheduling, artistic, technical or other reasons.

2.4 The Fellowship Fee is non-refundable after enrollment.

2.5 Rights and obligations that by their nature survive termination, including ownership, licenses, confidentiality, releases and indemnification, will survive termination.

3. FELLOWSHIP FEE AND COMPENSATION

3.1 Participant will pay IndianRaga the applicable fellowship participation fee communicated at enrollment (the "Fellowship Fee").

3.2 The Fellowship Fee is paid by Participant for participation in the Fellowship Program. IndianRaga will not pay Participant any compensation for participation, time, services, Performances, Recordings or other contributions.

3.3 Participant will not be entitled to any royalty, residual, profit share or other payment from IndianRaga in connection with the Fellowship Program or any licensing, distribution, streaming, sale, advertising, sponsorship or other exploitation of Fellowship Program material. IndianRaga may retain any revenue received from such activities.

3.4 Participant is not an employee, agent or representative of IndianRaga and is not entitled to employee benefits.

4. OWNERSHIP AND USE OF MATERIAL

4.1 IndianRaga will own the rights in Recordings and other creative material created for the Fellowship Program, subject to Participant's ownership of pre-existing material.

4.2 Participant grants IndianRaga a perpetual, worldwide, royalty-free license to record, reproduce, edit, modify, publish, distribute, display, perform, license and otherwise use Participant's Performances, name, image, likeness and voice in connection with the Fellowship Program and its promotion, distribution and other related activities, in any media now known or later developed.

4.3 Participant retains ownership of intellectual property owned by Participant before the Fellowship Program. Participant grants IndianRaga a perpetual, worldwide, royalty-free license to use Participant Content and any pre-existing material incorporated into a Performance or Recording as necessary for the Fellowship Program and the use and exploitation of the resulting material.

4.4 Participant represents that Participant has the right to provide all material submitted to IndianRaga and to grant the rights provided in this Contract.

5. CONFIDENTIALITY

5.1 Participant will keep confidential all non-public information relating to the Fellowship Program, including unreleased concepts, Performances, Recordings, Participant Content, communications and information concerning other Fellows.

5.2 Participant will not disclose or publicly release confidential information except with the applicable permission of IndianRaga or the relevant Fellow, or as required by law.

6. RELEASE AND LIABILITY

6.1 Participant releases IndianRaga and its officers, directors, employees, agents, affiliates, successors, assigns and licensees from claims arising from Participant's participation in the

Fellowship Program or the permitted use of Participant's Performances, Recordings, name, image, likeness, voice or other contributions, to the fullest extent permitted by law.

6.2 To the fullest extent permitted by law, IndianRaga will not be liable for any indirect, incidental, consequential or special damages arising from the Fellowship Program, this Contract or the use of Fellowship Program material.

6.3 Nothing in this Contract limits liability that cannot legally be limited.

7. REPRESENTATIONS AND INDEMNIFICATION

7.1 Participant represents that Participant has the legal capacity and authority to enter into this Contract and that Participant's contributions will not knowingly infringe the rights of another person or violate applicable law.

7.2 Participant agrees to indemnify and hold harmless IndianRaga and its officers, directors, employees, agents, affiliates, successors, assigns and licensees from claims, damages, losses and reasonable expenses arising from Participant's breach of this Contract or from material supplied by Participant that infringes the rights of another person.

8. GENERAL TERMS

8.1 This Contract and Exhibit A constitute the entire agreement concerning the Fellowship Program. The Collaboration Process Document supplements this Contract with procedures and guidelines for participation and collaboration.

8.2 Any amendment to this Contract must be in writing or through an electronic process designated by IndianRaga.

8.3 This Contract will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict-of-laws principles.

8.4 If any provision of this Contract is found invalid or unenforceable, the remaining provisions will remain in effect.

8.5 Participant acknowledges having the opportunity to review this Contract and seek independent legal advice before accepting it.

9. ELECTRONIC ACCEPTANCE

Participant's electronic signature, checkbox, button or other electronic action indicating acceptance constitutes acceptance of this Contract and agreement to be bound by it to the fullest extent permitted by law.

If Participant is a minor, the parent or legal guardian represents that they have authority to provide consent and agrees to the applicable terms of this Contract on behalf of the Participant.

EXHIBIT A

ONLINE FELLOWSHIP PROGRAM

1. **Collaboration.** Fellows will form teams and collaborate with one another to develop and complete creative productions.
2. **Concepts and Approval.** Teams will develop their own concepts and submit proposed productions to IndianRaga for approval.
3. **Participation.** Fellows are expected to contribute reasonable time and effort, communicate with their teams, attend agreed meetings, provide materials and feedback, and complete their contributions within the agreed schedule.
4. **Production Period.** The Fellowship Program is generally expected to be completed within six months. Participants are expected to work cooperatively and avoid unnecessary delays.
5. **Recordings.** Productions may include audio and/or video recordings made remotely. Participants are responsible for providing their own contributions in accordance with applicable technical requirements.
6. **Number of Productions.** An individual Fellow may participate in up to two pieces for each registered category. In Group Fellowship, the team can work on three productions.
7. **Promotion.** Fellows may be asked to provide reasonable promotional materials, such as photographs, biographies or short videos, and are encouraged to support promotion of the Fellowship Program and the work of other Fellows.