

TERMS AND CONDITIONS

INTRODUCTION TO OUR SERVICES This Agreement governs your use of West Juniper Studios, LLC. DBA: "West Juniper Studios" services. West Juniper Studios and you are also referred to as "Party" and collectively as the "Parties".

BY USING OUR SERVICES Now therefore, in consideration of the above premises and other good and valuable consideration, the adequacy of which are hereby acknowledged by West Juniper Studios and you, the Parties, intending to be legally bound hereby, agree as follows:

1. **SERVICES.** West Juniper Studios shall perform the services and obligations (the "Services") and you shall fulfill the obligations more specifically set forth in statements of work or schedules under this Agreement (each, a "Schedule"). Additional Schedules may be added to this Agreement provided that each is mutually agreed upon by both parties and the terms of this Agreement shall apply to such future Schedules.
2. **LABOR, EQUIPMENT, MATERIALS, SUPPLIES AND SERVICES.**
 - a. Upon receipt of completed payment, West Juniper Studios shall begin fulfilling the Services according to the specifications and requirements of this Agreement and the Schedules.
 - b. All Services rendered by West Juniper Studios hereunder shall be performed in accordance with industry standards. All materials (WAV or MP3 Files) given by West Juniper Studios in the performance of Services hereunder shall be free from material defects. Any of the materials, or deliverables found to be materially defective (Corrupted files) shall be, replaced or corrected by West Juniper Studios without additional cost to you.
3. **INVOICING; PAYMENT.** You agree to pay West Juniper Studios the amounts for the Services as agreed upon.
4. **INTELLECTUAL PROPERTY.** All Services performed and materials originated and developed by West Juniper Studios specifically and uniquely for you under this Agreement shall be the property of, and all title and interest shall vest in you. Such work shall be considered "Works Made for Hire". The terms of this paragraph do not apply to pre-existing intellectual property, including West Juniper Studios' proprietary software and tools.
5. **CONFIDENTIALITY.** The Parties recognize that confidentiality is of the essence of this Agreement. Neither Party shall disclose to any person or entity (except such recipient Party's own employees and agents with a need to know such information in order to permit execution and completion of this Agreement who are aware of and have agreed to maintain the confidentiality of the information, and such recipient Party's legal counsel and/or accountants/auditors) any non-public information of the other Party obtained in connection herewith (the "Confidential Information").
6. **PROMOTION.** West Juniper Studios may use the descriptions of the Services West Juniper Studios provides, to privately promote West Juniper Studios' services to other entities after the Term of this Agreement is fulfilled, and music is made publicly available.
7. **EXTENT OF REVISION.** West Juniper Studios is mixing and mastering and rendering Atmos files in accordance to what is considered standard practice. Understanding that mixes and masters are artistic products with subjective opinions surrounding them, there is allowance for one revision or re-work from the ground up. Other "micro-adjustments" are allowable to the extent of any amount not exceeding 14

days from first delivered mix / master / Atmos reference files. Micro-adjustments can be defined as; "Bring up the lead guitar a little more," "Can we push the backup vocals a little more back in the mix?," "Can we lessen the compression on the lead vocals," etc.

8. **TERMINATION FOR CONVENIENCE.** You are able to terminate this agreement for a full refund prior to any work being delivered by West Juniper Studios to you. After initial mix / master / Atmos reference files are sent to you by West Juniper Studios there will no longer be an option for a refund. No early termination penalties shall apply.
9. **NO JOINT VENTURE.** Nothing contained in this Agreement or performed pursuant to this Agreement shall be construed as creating a partnership, agency or joint venture between you and West Juniper Studios. The employees of one Party hereto shall not be deemed to be employees or agents of the other Party for any purpose whatsoever. Accordingly, each Party is responsible for payment of each parties employment taxes, benefits, insurance, and the like for all work performed by its employees in connection with the performance of this Agreement.
10. **NO WAIVER.** No waiver by either Party of any of the terms, provisions or conditions of this Agreement shall be effective unless the waiver is in writing and signed by an authorized representative of both Parties.
11. **DELIVERABLES.**
 - a. The **Dolby Atmos Session** includes the following key deliverables:
ADM BWF .WAV File (WAV file that is unplayable on most commercial equipment)
Reference mix files (either .WAV or .MP3 files)
 - b. The **Mastering Session** includes the following key deliverables:
Stereo .WAV File (Unless directed otherwise)
 - c. The **Mixing Session** includes the following key deliverables:
Stereo .WAV File (Unless Directed otherwise)
Any STEM Files (as requested)
Any Individual tracks (multitracks) (as requested)

12. **NON-PAYMENT.**

- a. **Payment Terms:** All invoices are due and payable within 30 days from the invoice date (Net 30).
- b. **Late Payment Fees:** If payment is not received within the 30-day period, a late fee of 2% of the overdue amount will be applied for each month that the payment remains outstanding.
- c. **Voidance of Discounts:** Any discounts that were applied to the invoice will be voided if payment is not received by the due date. The full invoice amount, including any applicable late fees, will then be due.
- d. **Collection of Legal Fees:** Should it become necessary to engage legal services to collect any overdue payments, the client agrees to pay all reasonable legal fees and costs incurred in the collection process.
- e. **Suspension of Services:** Services may be suspended if payment is not received within 60 days from the invoice date.
- f. **Governing Law:** This policy shall be governed by and construed in accordance with the laws of the state of Arizona.
- g. **Acceptance:** By entering into this agreement and/or downloading any mix files, the client acknowledges and agrees to the terms outlined in this Late Payment Policy.