

SOSstudio.co

Songwriter Cliff Notes

Hello! Jordan Woods-Robinson, here.

If you're reading this, we've probably already met and talked over what SOSstudio can offer to songwriters. If you're *not* reading it, then maybe the meeting didn't go as well as I had hoped...

The Terms of Service for the site puts all of the nuts and bolts into one, difficult to read, written by a true lawyer, encyclopedia of an agreement... but that's not the taste I want to leave in your mouth.

So here's *my* version of the most-important factoids you need to know about:

- 1. Uploading/Process**
- 2. Song Ownership & Royalties**
- 3. Distribution**
- 4. Subscriptions (and what that means)**
- 5. Buy-Out Rights**

For each section, I've got the "Legalese" up top with the Cliff Notes directly below for you to compare and contrast. If you are left with any questions, please reach out to me at any time at Jordan@SOSstudio.co.

Thanks and I look forward to collaborating with you soon!

-J

1

Uploading/Process

“One at a time please; you’ll all have a turn.”

– Jordan Woods-Robinson, just now

Lagelese:

12.1 Uploading Tracks. Subject to your acceptance of the terms of this Agreement, You may upload, without charge, one musical track per week to the Site. Upon receipt of your track, and subject to the Company’s obligations to the “Subscribers” to the Site, as defined below, and the Company’s then existing queue of tracks that have been uploaded ahead of You, the Company will apply its recording, mixing and mastering services, using, in the Company’s discretion and to the extent that the Company deems necessary, the services of the musicians affiliated with or collaborating with the Company, to produce a professionally produced master of the track that you submitted. (“Master”).

CLIFF NOTES

You can upload 1 track per week. Upon approval, you’re added to the queue. If other people are ahead of you in line, please wait patiently.

(Want to skip to the front of the line? Check out Section 12.6 in Chapter 4)

Once we start working on your song, you are our sole focus. In Week 1, we will provide custom tracks; in the 2nd week, your track will be mixed and mastered. All of this is done by our global network of musicians, vocalists, and engineers. So you never have to leave the house. And you will be amazed.

2

Song Ownership & Royalties

“Your song is yours. Period. We just want the world to hear it.”

– Jordan Woods-Robinson, in a moment of brilliance

Lagelese:

12.2 Intellectual Property Rights in the MASTER. You acknowledge and agree that the Company owns any and all right, title and interest in and to all sound recording copyright, trademark, and other proprietary rights in the Master, subject only to the license granted to You with respect to the Master under this Agreement and the license to any uploaded Content provided by You in Section 10.2 and 12.3 hereof.

12.3 Ownership of Pre-Existing Intellectual Property Rights in the UPLOADED CONTENT The Company hereby acknowledge and agree that, subject to the license granted by You in Section 10.2 hereof, all copyright and trademark rights in Content, the uploaded track, and the underlying musical composition contained therein, shall remain owned by You.

CLIFF NOTES

(12.2) You own the song and can re-record it anywhere at any time. The song is yours. Period. We will never challenge that.

(12.3) SOSstudio owns the Master. THIS version of the song with these tracks put together by this engineer. [Check out what that means for Royalties on the next page.](#)

Section 10.2 is also referenced here. That section says that, in order to use our service, you (and partner(s)) have to be the sole owner(s) to the song. No samples, no covers, no “borrowing” from someone else. If you didn’t write the song, we can’t work with you.

[Do you want to own the Master? Check out Section 12.8 in Chapter 5.](#)

3

Distribution

“Hey, where can I hear your music? Just on Soundcloud? I don’t know what that is. Peace out.”

– Jordan Woods-Robinson, role-playing as one of your fans

Lagelese:

12.4 Distribution of the Master. The Company will distribute the Master without any distribution fee to such Vendors as the Company may decide are suitable for the Master, provided that the Company shall retain sixty percent (60%) of all royalties, fees and payments (collectively “Payments”) that are paid by such Vendors with respect to the Master. You agree that: (i) to the extent that a Vendor makes any such Payment directly to You or to Your designated agent, and/or (ii), to the extent that ASCAP, BMI or any other performing rights organization makes any such Payment, or an equivalent payment, to You directly, You will remit sixty percent (60%) of any such Payment to the Company as the consideration for the Services provided pursuant to this Agreement. (the “Fee”). Except as otherwise provided in Section 12.7, below, the Master distributed to the Vendors shall bear the Company label “SOSstudio (feat. Artist’s Name)”.

CLIFF NOTES

SOS will upload your track to iTunes, Amazon, Google Play, and a handful of other online stores (contact us for the full list) so that you can build your discography, promote your music, and grow your fan base immediately. (Once finished, tracks are usually purchasable within 72 hours).

Since SOS owns the Master (12.2), we will collect 60% of the money earned off of your track and you will collect the other 40%, which we will pay out monthly. This is true with any sale of your track, even if it’s bought for a commercial. We’re taking a larger percentage but, remember, all production has been free for you up to this point.

If you want to learn about collecting 100% of your royalties, check out Section 12.8 in Chapter 5.

4

Subscription Option

“This is going to be a 2-pager but it’s because you should understand how awesome it is.”

– Jordan Woods-Robinson, the guy from the last quote

Lagelese:

12.5 Subscriber to the Site. In consideration of Your payment of a monthly fee of Five Dollars (\$5.00), the Company will enroll You as a subscriber to the Site (“Subscriber”). As a Subscriber, you will be entitled to: (i) upload an unlimited number of tracks to the Site; (ii) have access to the Site’s services of custom tracks, mixing, mastering, and distribution to the Vendors in consideration of Your payment of a fee of Fourty-Nine Dollars (\$49) for a Single, One-Hundred Twenty-Nine Dollars (\$129) for a 3-Song Demo, or One-Hundred Ninety-Nine Dollars (\$199) for a 5-Song EP; and (iii) use Your personal label on all Masters that are distributed to Vendors, as laid forth in Section 12.7, below.

12.6 Private Musician Sessions For Masters. In consideration of Your payment of no less than Three Hundred Ninety Nine Dollars per song, (\$399.00), You may select the collaborating musicians who will perform in a privately arranged session dedicated to the tracking, mixing and mastering of Your uploaded tracks.

12.7 Private Labelling of Masters. In consideration of Your payment of a fee of Five Dollars (\$5.00) per month, You can apply Your own personal label, trademarking or branding indicia to the Master that is distributed to Vendors.

CLIFF NOTES

(12.5) So... Here’s the really cool part. We offer a Subscription option for SOSstudio. For \$5 per month, you get a Basic Membership which offers distribution to all of the main online music services, 100% Royalties paid out, and a community of independent artists challenging and inspiring each other. Also, as a member, you are eligible to buy Recording Packages to get your music produced, distributed, and registered with ASCAP. For \$49, you can get a single; \$129 gets a 3-song ‘demo’; and \$199 gets you a 5-song EP with all the bells and whistles. As long as your monthly membership is in good standing, you can buy as many packages as you want.

(All options available at SOSstudio.co/Pricing)

(12.6) For \$399/song you can start a Private Session, which is our equivalent to going

into a recording studio. You get to hand-pick your musicians and engineer, you get a private collaboration portion of our site, skip the queue line, and you get unlimited time. (The other songs are tracked in a week and mixed in a week). Best part? You own the master immediately. That's right... 100% royalties from the get-go. Just like you walked into a studio.

(12.7) Like I mentioned, SOS uploads to iTunes, Amazon, Google Play, Spotify, Apple Music, etc... and this section basically says that \$5/month will get your track(s) (Single or Multiple) labeled as you and your personal brand. If you stop paying your \$5/month for any reason, SOSstudio may rebrand and sell the music it helped produce under a private label. Other songs that were produced outside of SOSstudio will be removed from all services until your membership is in good standing again.

5

Buy-Out Rights

“You Made it!”

– Jordan Woods-Robinson, the guy typing this who isn't finished yet but is focusing on positive thinking

Lagelese:

12.8 Buy-Out Rights. If, at any time, You prefer to discontinue paying a Fee to the Company for any specific Master, you may elect to buy-out the Company's rights to all such Fees by: (i) remitting to the Company the production, mixing and mastering costs for the Master incurred by the Company, as computed according to the Company's then applicable hourly fee schedules for the musicians, mixers and other Company personnel who contributed to the Master (the "Buy-Out Transaction") and (ii) agreeing to pay, and paying for a period of one (1) year from the closing of the Buy-Out Transaction (the "Reference Period"), ten percent (10%) of all Payments, revenues or royalties payable to You at any time arising from the commercialization and performance of the Master during the Reference Period.

CLIFF NOTES

You may buy the Master at ANY time (immediately or 5 years down the road) by paying the production costs for the song. (Musicians for their tracks, Engineers for their time, Producers for their time, etc...) It's just like you went into the studio on your own dime. Then you get 100% of all earnings! Well... almost.

For the 1st year after you buy the Master out, we still collect 10% of earnings. This is completely as a safeguard for the company. *Everything* up to this point has been to the advantage of the songwriter. But here's a scenario to show why this is in here:

You work out a deal to sell your song to a feature-length movie for \$25,000 (yay!) but, before you do that, you want to make sure you're getting your full 100% (smart). So you buy-out the Master from us then immediately sell to the film, and we miss out. Thus, the reason why we added the 1 year period. We encourage you to work out these deals on your own, but we're still going to ask for 10% of earnings of any sales in that 1st year as a courtesy.