

**MYWORKOUTALBUM.COM  
SPEED CHANGE AGREEMENT**

This Speed Change Agreement (the “*Agreement*”) dated the date of submission between the submitting individual, (“*You*”), and MyWorkoutAlbum.com, a division of Techno Sweat, LLC, a California limited liability company (“*MyWorkoutAlbum.com*” or “*we*” or “*us*”).

**BACKGROUND**

MyWorkoutAlbum.com is in the business of recording, packaging and distributing music recordings. As a service, MyWorkoutAlbum.com will alter the speed of any sound recording legally owned by another person.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged by each party, the parties agree to the following:

**1. Definitions**

- 1.1. “**Internet**” means the world wide web or any similar network created in the future.
- 1.2. “**Speed Change**” means to alter the Track by changing the speed of the music and lyrics.
- 1.3. “**Speed Change Service**” means the service provided to the public on the MyWorkoutAlbum.com Internet web site, [www.myworkoutalbum.com](http://www.myworkoutalbum.com), which enables or may in the future enable persons who legally own music Tracks to have MyWorkoutAlbum.com, for a nominal fee, make a Speed Change to that Track.
- 1.4. “**Track**” means each individual sound recording provided to MyWorkoutAlbum.com for a Speed Change under this Agreement.

**2. Speed Change by to MyWorkoutAlbum.com**

- 2.1. MyWorkoutAlbum.com hereby agrees to effect a Speed Change on any Track submitted by You to MyWorkoutAlbum.com in accordance with the terms and conditions stated from time to time, and for the per Track Speed Change fee stated from time to time, on MyWorkoutAlbum.com’s Internet web site, [www.myworkoutalbum.com](http://www.myworkoutalbum.com), subject to the additional limitations set forth in this Agreement.
- 2.2. MyWorkoutAlbum.com will deliver the Track with the effected Speed Change solely by email or other electronic transmission to You. MyWorkoutAlbum.com will not keep a copy of any Track submitted to us for Speed Change. Accordingly, if You misplace or otherwise damage the electronic file delivered with the Speed Change, MyWorkoutAlbum.com will not reproduce or otherwise replace the lost or damaged file; provided, however, that MyWorkoutAlbum.com will reproduce or replace any electronic file which was damaged at the time of electronic transmission to You by MyWorkoutAlbum.com, and then only if you give us notice that the electronic file was damaged within three (3) days of our delivered of the file to You.
- 2.3. **You will retain at all times all right, title and interest in and to the Track provided by You to MyWorkoutAlbum.com hereunder.**

### **3. Notices**

- 3.1. All notices to be provided to MyWorkoutAlbum.com under the Agreement shall be sent regular mail to:

Chief Executive Officer  
MyWorkoutAlbum.com  
c/o Techno Sweat, LLC  
PO Box 130338  
Carlsbad, CA 92013

Fax: 760-804-5817  
Email: [info@myworkoutalbum.com](mailto:info@myworkoutalbum.com)

- 3.2 All notices to be provided to Artist under this Agreement shall be sent regular mail to Artist at the Artist Notice Address provided by Artist to us.

### **4. Representations and Warranties**

- 4.1. Each party represents and warrants that it has all of the required rights and authority to enter into this Agreement.
- 4.2. You warrant and represent that (a) the Track to be subject to the Speed Change Service has been legally acquired by You by purchase or other legal means and that You have the right to alter its contents or make other use of it, (b) You intend to use the Track, after the Speed Change, for personal purposes only, will make no commercial use of the Track, and will not share, copy, or distribute the Track to any other person, (c) You have full right and power to enter into and perform this Agreement, and have secured all third party consents necessary to enter into this Agreement, (d) You are not using the Speed Change Service to infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights, rights of publicity or privacy, or moral rights, and (e) You are and will be fully responsible for the rights to the Track that You submits for Speed Change under this Agreement and agree to fully indemnify, hold harmless and defend MyWorkoutAlbum.com against any and all claims by any third parties regarding the rights to its submitted tracks and any underlying rights. It is intended that the speed-changed track(s) be made available solely for home use.
- 4.3 You understand that effecting a Speed Change will change the music and that MyWorkoutAlbum.com does not warrant or otherwise guaranty the result. All Speed Change services are final and nonrefundable.
- 4.4 All warranties and representations in this Section 4 will survive any termination of this agreement.

### **5. General**

- 5.1. This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitute one instrument. Any party may execute this Agreement by executing any such counterpart.

- 5.2 This Agreement shall be governed by the laws of the State of California and United States Federal law.
- 5.3 Any dispute under this Agreement must be brought solely in the state courts of the State of California or in the U.S. District Court for the Eastern District of Pennsylvania.
- 5.4 Your sole remedy for a breach of this Agreement shall be an action at law for actual money damages, if any. You hereby waive any right to, or to seek, injunctive or other equitable relief in connection with any breach or alleged breach of this Agreement by MyWorkoutAlbum.com.
- 5.5 This Agreement may not be amended except in writing.
- 5.6 If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect.
- 5.7 This Agreement is the entire agreement between you and MyWorkoutAlbum.com on the subject matter herein and supersedes any other communications or advertising.
- 5.8 You represent that you have carefully read this agreement, that you understand its contents.
- 5.9 You are over the age of 18.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers or representatives and delivered it as of the date set forth below.

MYWORKOUTALBUM.COM,  
A division of TECHNO SWEAT, LLC

SUMMITTING PERSON

By:  /Rick L. Frimmer/

By:  SUBMITTING PERSON

Name:  Rick L. Frimmer

Name:  AS SUBMITTED

Title:  Chief Executive Officer

Title:  AS SUBMITTED

Date:  Submission Date

Date:  AS SUBMITTED