

**SESAC DIGITAL LICENSING, AG PUBLISHER AFFILIATION AGREEMENT FOR
ONLINE LICENSING REPRESENTATION IN TERRITORIES OUTSIDE THE UNITED
STATES**

This foreign representation agreement (the “Agreement”) is between **SESAC Digital Licensing, AG** whose address is Essanestraße 116, Eschen, Lichtenstein, 94092 (“SDL”) and [NAME], whose address is [Address] (“Publisher”). As used herein, the term “Publisher” means the individual or entity set forth above, including all companies or entities purported to be represented by or through such individual or entity, together with any owned, controlled, or administered catalog(s) of Works (as defined below).

WHEREAS it is the intention of the parties hereto that, during the Term (as defined below) of this Agreement, SDL shall be the sole and exclusive organization to represent Publisher’s Works for Online Exploitation (as defined below) in the Territory (as defined below) with respect to the rights granted under this Agreement;

NOW THEREFORE, in consideration of the respective covenants, agreements and undertakings of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

I. Term. The term of this Agreement shall be for a period of [X] years commencing upon [Date] (the “Effective Date”) and continuing until [Date] (the “Initial Term”), unless terminated earlier as set forth herein. Following the expiration of the Initial Term, unless terminated earlier as set forth herein, Publisher’s authorization shall continue for an indefinite term that is subject to termination by either Publisher or SDL at the end of any calendar quarter, upon ninety (90) days prior written Notice given in accordance with Section XV below (the “Supplemental Term”) (the Initial Term and Supplemental Term collectively, the “Term”).

II. Selected Definitions.

A. “AA Performance Rights” means the Public Performance right in and to Publisher’s Works solely in respect of Online Exploitation to the extent that SDL or a partner of SDL control or are authorized to license such rights in the Territory to the geographical extent permitted under such agreements between SDL or a partner of SDL and the AA Societies;

B. “AA Societies” means Australasian Performing Rights Association (“APRA”), American Music Rights Association, Inc. (“AMRA”), American Society of Composers, Authors and Publishers (“ASCAP”), Broadcast Music, Inc. (“BMI”), Global Music Rights, LLC (“GMR”), Irish Music Rights Organisation (“IMRO”), PRS for Music (“PRS”), Southern African Music Rights Organisation (“SAMRO”), SESAC, Inc. (“SESAC”) and Society of Composers, Authors and Music Publishers of Canada (“SOCAN”);

C. “Broadcast” means any linear transmission of Works, regardless of the technical transmission method, such as traditional terrestrial (Hertzian), satellite and cable, radio and television broadcast services (including any retransmission), non-interactive streaming via the internet or mobile networks, regardless of the corporate structure of the provider and/or the financing model of the provider (by way of example paid or ad-funded). Such linear transmission is characterized by the fact that the provider of the service determines the times when Works are transmitted to the individual consumer and no action on the part of the individual consumer is required (including the provision of a user profile to influence the provider’s selection of Works to be transmitted and/or adapting it to the user’s individual preferences, such as personalized radio) other than simply turning on the reception equipment and where appropriate choosing from a selection of services (channels).

D. “Digital Service Provider” means any digital service that uses Works within its Online Exploitation offerings.

E. “Display” means to make the lyrics and/or musical notation, in any format, visible as such to the public by means of Broadcast and/or Online Exploitation, for example on the screen of a cellphone, tablet, computer or any other technical device, in particular in connection with the sound recording embodying the lyrics.

F. “Distribution” or “Distribute” means the commercial and/or non-commercial distribution to the public of Reproductions incorporated in a tangible medium, by sale, rental, lending, giving away or otherwise (as provided, for instance, in Article 4 of the Directive of the European Union 2001/29/EC and Article 9 of the Directive of the European Union 2006/115/EC defining “distribution right”).

G. “Foreign Society” or “Foreign Societies” means any entity established for the purpose of administering copyrighted works outside of the United States that is active in the licensing and collection of royalties for the exploitation of musical works in one or more territories including any entities directly and/or indirectly controlled by, controlling of or under common control with SDL. For the avoidance of doubt, this Section II.G refers to performing and/or mechanical right societies, as such are commonly understood in the international music industry, and does not refer to foreign sub-publishers, as such are commonly understood in the international music industry.

H. “Interactive Streaming” means a transmission of Works to an end user where the user chooses the time and place for the transmission without the ability to save a permanent copy on the user’s storage device.

I. “Limited, Tethered or Conditional Downloads” means a transmission of Works to an end user, other than a stream, that results in a specifically identifiable reproduction of a Work that is only accessible for listening for either a limited duration or a limited number of times.

J. “MINT” means MINT Digital Services AG whose address is Bellariastrasse 82, Postfach 782, CH-8038 Zürich, Switzerland, the joint venture between SESAC Holdings, Inc. and SUIA Cooperative Society of Music Authors and Publishers, which will provide administration services with respect to licenses issued by SDL hereunder.

K. “Online Exploitation” means any non-linear transmission or dissemination of Works as such or as a part of audiovisual content (e.g. music videos and films) to the public by digital transmissions including, without limitation, via the internet, through wire or wireless telecommunications, through computer networks or through mobile phone technology, including, without limitation, Interactive Streaming, Limited or Conditional Downloads, and Permanent Downloads, and other practices commonly referred to as “streaming” and “downloading,” regardless of the business and financing model of the service (such as pay-per-view/listen, ad-funded and/or subscription or any combination). Such Online Exploitation is characterized by the fact that Works as such or as a part of audiovisual content are made available to the public by the provider in a way that the individual consumer determines the time and place it may access Works as such or as a part of audiovisual content on an individual basis. Included are also services that offer the individual consumers the option to personalize services by creating user profiles to influence the provider’s selection of Works as such and/or as a part of audio-visual content to be transmitted adapting it to the user’s individual preferences, such as personalized radio/television. “Online Exploitation” shall include Broadcasts solely where such Broadcasts are made available together with, in conjunction with, or complementary to, non-linear digital transmissions, provided that such Broadcasts are not the primary form of transmission being made available as part of the particular service offering.

L. “Permanent Downloads” means any audio-only transmission of Works that may be retained and played on a permanent basis.

M. “Public Performance” or “Publicly Perform” means the right to perform Works in public, to communicate Works to the public, or to make Works available to the public, including all sounds and performances rendered audible to a present or absent audience in any place whatsoever, by any means and in any way whatsoever, whether the said means be already known or hereafter discovered. “Public Performances” shall include in particular performances provided by live means, instrumental or vocal; by mechanical means such as files, phonographic records, wires, tapes and soundtracks (magnetic and otherwise); by processes of projection (sound film), Broadcast, by any process of wireless reception (radio and television receiving apparatus, telephonic reception, etc. and similar means and devices, etc.), as well as Online Exploitation.

N. “Reproduction” or “Reproduce” means any direct or indirect, temporary or permanent reproduction of Works, in whole or in part, by any means and in any form now known or hereafter devised (as provided, for instance, in Article 2 of the Directive of the European Union 2001/29/EC defining “reproduction right”).

O. “Ringtone” means an excerpt of a musical composition embodied in the sound made by a telephone or similar device to indicate an incoming call or communication.

P. “Ringback” means an excerpt of a musical composition embodied in the sound made by a telephone or similar device that is heard by the originator of a call while the destination terminal being called is alerting the receiving party.

Q. “Synchronization” means any use of Works, in whole or in part, in combination with or by means of synchronization with any filmed and/or videotaped or otherwise recorded visual images (e.g. photographs, footage, motion pictures, documentaries, television films, any software such as videogames or similar technical entertainment software etc.) for any purpose of exploitation. Such synchronization may be effectuated by a Digital Service Provider and/or by its users, as it may be the case with user generated content platforms.

R. “Territory” means the world excluding the United States and Canada, as well as Syria, North Korea, and Latin America. Latin America means Costa Rica, Cuba, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Nicaragua, Panama as well as Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, Paraguay, Peru, Uruguay, and Venezuela.

S. “United States” means the United States and its territories and possessions.

T. “Work,” “Works,” or “Publisher’s Works” includes all musical works, musical compositions and other works with music, dramatico-musical works, individual selections, fragments and arrangements from dramatic or dramatico-musical works, and all derivative works, arrangements, adaptations, versions, editions and translations of any or all of the foregoing, committed to any form, whether published or unpublished, and whether or not copyright registration, either mandatory or voluntary, has been secured in same, including the titles, texts, librettos, words and music of each, which shares are authored by a direct member of an AA Society or by an author not affiliated with any collecting society and which Publisher, from the Effective Date and throughout the Term of this Agreement and in the Territory, publishes, owns, controls, acquires or administers, or in which Publisher may have any right, title or interest whatsoever, in whole or in part, under Publisher’s name or under any other name.

III. Grants of Rights.

A. Licensing Rights.

1. Subject to the limitations set forth in Section IV below and to the other terms hereof, Publisher grants to SDL on an exclusive basis those rights, during the Term of this Agreement, in connection with Online Exploitation of Publisher's Works in the Territory. Such grant of rights includes the following solely for use in and as part of Online Exploitations:

(a) the right to Reproduce, and/or to license others to Reproduce, in whole or in part, Publisher's Works;

(b) the right to Reproduce, and/or to license others to Reproduce, in whole or in part, for/to enable any Public Performance of Publisher's Works;

(c) the right to Reproduce, and/or to license others to Reproduce, in whole or in part, for/to enable any Display of Publisher's Works;

(d) the right to Reproduce, and/or to license others to Reproduce, in whole or in part, and/or adapt for any Synchronization of Publisher's Works to platforms which host user generated content;

(e) the right to Publicly Perform, and/or to license others to Publicly Perform, in whole or in part, Publisher's Works to the extent such right is controlled by Publisher; and

(f) any of Publisher's rights of a similar nature to those rights described in Sections III.A.1(a)-(e) above, that now or may in the future exist solely to the extent that those rights are necessary to enable SDL to license or authorize the license of Online Exploitations of the Publisher's Works to Digital Service Providers in the Territory.

2. The rights granted to SDL in Section III.A.1 above, in particular include, without limitation, the exclusive right to issue licenses in the Territory during the Term solely in connection with Online Exploitation of Publisher's Works in the following:

(a) Limited or Conditional Downloads on demand;

(b) Permanent Downloads on demand;

(c) Streaming on demand;

(d) Ringtones;

(e) Ringbacks;

(f) Broadcasts, provided that such are not the primary form of transmission being made available as part of the particular service offering and hence are defined as Online Exploitation hereunder;

(g) Electrical transcription (as that term is commonly understood in the international music licensing industry);

(h) Display of lyrics in connection with the sound recording or audio-visual work embodying the lyrics; and

(i) Synchronization with visual content with respect to communication on user generated content platforms or in connection with so-called “music videos” previously authorized by Publisher.

3. Publisher, solely to the extent such rights shall be necessary to permit SDL, a partner of SDL or a third-party representative to authorize the use of Publisher’s Works for Online-Exploitation, authorizes SDL to include within the licenses permission to create musical arrangements of Publisher’s Works for Online-Exploitation to the extent necessary to conform said Works to the style or manner of interpretation of the performance involved; provided, however, that such arrangements (i) shall not change the basic melody or fundamental character of any Work; and (ii) shall be owned by Publisher throughout the world and shall not be subject to protection by any licensee as a derivative work except with the express prior written consent of Publisher (which such consent Publisher may grant or withhold in its sole unfettered discretion).

B. Other Rights. Subject to the terms hereof, Publisher grants to SDL, during the Term of this Agreement and in the Territory solely to the extent necessary to permit SDL the right to authorize the Publisher’s Works for Online Exploitations:

1. The non-exclusive right to publicly perform, or to license others to publicly perform all or any part of Publisher’s Works, by any means or through any medium now known or hereafter devised, solely for internal administration, archival, promotional, or audition purposes in connection with the rights granted herein; provided, however that any promotional uses are limited to the promotion of sound recordings embodying Publisher’s Works;

2. The right to use and license others to use Publisher’s name or any name under which a Work is published, solely for purposes of or in connection with exercising the rights granted herein;

3. The right to authorize a third-party organization in the Territory to exercise all or any of the rights granted herein and, for that particular purpose, and to sublicense all or any of the rights granted herein to said organization (“Third-party Representative(s)”). Subject to local laws imposing specific conditions or officially designated organizations for certain categories of rights, SDL shall have the right to choose, at its sole discretion, which organization is authorized to exercise the rights granted herein in any given territories, to negotiate and determine the terms, form and modalities of such authorizations, and to modify or terminate such authorizations as SDL deems necessary or desirable to exercise the rights granted by Publisher herein.

4. The exclusive right, upon prior written notice to Publisher, to represent Publisher before any agency, authority, arbitration panel or other official entities that may be established in any of the Territories in royalty filing, rate adjustment and fee distribution matters respecting the rights granted in this Agreement; and

5. The right, during the Term and in the Territory, subject to the terms hereof, and applied upon the same basis as with all other similarly situated music publisher clients of SDL (to the extent permitted by law), to do all other things reasonably necessary to exercise and administer the rights granted herein, including the right (i) to negotiate and to enforce the provisions of licensing agreements, or to withhold or restrict licensing in appropriate circumstances as SDL may deem necessary in its reasonable commercial judgment; (ii) to collect licensing monies from any Online Exploitation source, whether now known or hereafter identified; (iii) to allocate and to distribute royalties or other monies collected on

Publisher's behalf pursuant to policies and practices established by SDL as they may be adjusted or revised from time to time; (iv) to represent and to seek to advance the interests of Publisher, along with the other affiliates of SDL, in connection with the rights granted herein, in appropriate forums, private or governmental, legislative, judicial or administrative, within the Territories; (v) to exercise any of Publisher's rights to inspect, or to authorize third-parties to inspect, the books and records of any Digital Service Provider to which a license is issued pursuant to this Agreement; and (vi) to settle and compromise any claims arising from such inspection, without prior notice to or prior approval by Publisher. The foregoing shall, to the extent permitted by applicable law, be applied to Publisher on a basis no less favorable to Publisher than the basis which may be applied by SDL to any other music publishing client of SDL of a similar or lesser stature than Publisher.

C. The rights herein granted to SDL shall be subject to: (i) those rights which may be reserved to Publisher under section IV below and to the other terms and conditions of this Agreement, and (ii) all limitations, restrictions, conditions, or other provisions contained in any agreement through which Publisher derived any rights to the Publisher's Works and of which SDL has notice. Further, the parties acknowledge that Publisher may be required, or may in its good faith business judgment elect, to relinquish all or any rights to one (1) or more of the Publisher's Works pursuant to claims, foreign counter claims, adverse actions, as a matter of law or otherwise in the ordinary course of business, and the loss of rights to any of the Publisher's Works resulting from any of the foregoing shall not constitute a breach of this Agreement by Publisher nor shall it be deemed to cause SDL any damage.

D. Publisher shall use its commercially reasonable efforts to the extent necessary to notify each applicable Foreign Society in the Territory that Publisher has granted to SDL the rights in and to Publisher's Works for Online Exploitation in the Territory for the Term of this Agreement and that such Foreign Societies shall no longer have those rights during the Term of this Agreement for the territory or territories concerned. If, despite the foregoing, any Foreign Society shall fail or refuse to comply with this instruction and/or any Foreign Society shall continue to assert the right to license any of the rights granted for Online Exploitation granted to SDL under this Agreement then, notwithstanding any provision to the contrary contained herein, SDL's sole remedy in such event shall be to notify Publisher of this fact in which event Publisher shall thereafter use its commercially reasonable efforts to cause the applicable Foreign Societies to comply with any prior instruction that Publisher shall have given regarding the withdrawal of the rights to Publisher's Works for Online Exploitation and to request that Publisher pay to SDL the full amounts that Publisher may have received during the Term in the territory or territories concerned from the applicable Foreign Society to the extent relating solely to the rights in and to the Publisher's Works solely in respect of Online Exploitation.

IV. Limitations on Grant of Rights; Reservation of Rights.

A. Publisher shall at all times have the right, upon written Notice given in accordance with Section XV below, to exclude or remove from its grant of rights any one or more Works that Publisher cannot license under specified circumstances without the consent of the songwriter or composer or for any other reason in the ordinary course of Publisher's business; SDL shall remove all such Works promptly after its receipt of Notice from Publisher to "take down" such Works but in no event shall such Works be removed from SDL's system later than thirty (30) days after SDL's receipt of Notice from Publisher. SDL and Publisher acknowledge and agree that with respect to any Online Exploitations of Publisher's Works by a Digital Service Provider claimed by SDL prior to or within ten (10) business days following SDL's confirmed receipt of the aforementioned "take down" Notice, SDL shall remain authorized to license, and the Digital Service Provider shall remain authorized to engage in, such Online Exploitation of Publisher's Works during the period so claimed.

B. The following rights are hereby reserved to Publisher:

i. All rights in and to the worldwide copyrights, copyright rights, similar rights, neighboring or related rights, sui generis rights and any extensions or renewals thereof in Publisher's Works (whether such extensions or renewals are in existence as of the date hereof or come in to existence by any future legislation or otherwise) and titles thereof and in any adaptations or other new materials authorized hereunder and all rights other than as are specifically herein granted to Publisher, whether or not existing presently or in the future; and

ii. All rights in Publisher's Works throughout the world, outside of the Territory.

V. **AA Performance Rights.** Where authorized by the relevant AA Societies pursuant to matching rights agreements by and among SDL or a partner of SDL and said AA Societies, SDL shall (i) pay to Publisher the so-called "publisher's share"; and (ii) pay to said AA Societies the so-called "writer's share" of any AA Performance Rights monies collected in connection with the Online Exploitation of Publisher's Works in the Territory during the Term with respect to licenses issued hereunder.

VI. **Registration of Works; Submission of Information.** Publisher acknowledges that the registration of Publisher's Works with SDL and/or MINT, and the submission of accurate information to SDL and/or MINT as required under this Agreement, is essential to SDL's ability to monitor and collect royalties and SDL's ability to pay Publisher with respect to the use of Publisher's Works. Publisher also acknowledges and agrees that Publisher's delay or failure to register Publisher's Works with SDL and/or MINT may result in delayed or forfeited payments to Publisher, and that SDL shall have no obligation to pay Publisher with respect to any of Publisher's Works not registered with SDL as a result of Publisher's failure to timely provide SDL and/or MINT with the information it may reasonably require for such registrations. Therefore:

A. SDL will use the musical composition, sound recording and copyright ownership information maintained by SDL and/or MINT to administer the rights granted under this Agreement. In addition, SDL and/or MINT may rely upon data and information provided by Publisher and/or its licensees or designees.

B. As soon as reasonably practicable following the full execution of this Agreement, to the extent Publisher's Works are not registered with SDL and/or MINT, Publisher will submit or cause to be submitted to SDL and/or MINT registration information with respect to Publisher's Works and publisher agreements in forms of submission acceptable to SDL and/or MINT, including the Common Works Registration Format ("CWR") and the Common Agreement Format ("CAF"), for each Work existing as of the date of the full execution of this Agreement and subject to this Agreement that is not currently maintained by SDL and/or MINT. Thereafter, Publisher will submit or cause to be submitted to SDL and/or MINT, in a timely manner, a registration for every additional Work to which Publisher acquires any right, title or interest whatsoever, in whole or in part, during the Term.

C. Upon request by SDL, Publisher agrees to provide to SDL and/or MINT one or more copies of any of Publisher's Works, in such format(s) as SDL and/or MINT may reasonably require, said format(s) subject to change from time to time, in order to facilitate the monitoring of the use of Publisher's Works and the exploitation and administration of the rights granted herein.

D. Upon request by SDL, to extent that such information is reasonably available to Publisher, Publisher agrees to provide to SDL any information available to Publisher respecting the copyright date, copyright registration number and certificate, and renewal number and certificate, if any, of any of Publisher's Works and respecting any agreements, assignments, or other instruments by which Publisher

has granted or obtained, registered or recorded rights in any of Publisher's Works, which, subject to the terms hereof, may be required by SDL to exercise and enforce the rights granted herein, or to prosecute or defend any actions, or to settle or resolve any disputes, respecting such Works.

E. Publisher's failure to provide SDL with any information with respect to the Publisher's Works necessary to enable SDL to effectively perform the services required of it under this Agreement and to authorize the AA Performance Rights shall not constitute a breach of this Agreement; provided, however, that if and to the extent that Publisher shall fail to deliver to SDL any information relating to the Publisher's Works that SDL deems reasonably necessary or desirable to permit SDL to effectively perform the services required of it under this Agreement or to authorize the AA Performance Rights with respect to the Publisher's Works concerned, then (i) SDL shall have no obligation to collect any monies for the Publisher's Works concerned unless and until such information shall be provided to SDL and/or MINT; and/or (ii) SDL shall be entitled to recover from future Royalties (as defined below) any Royalties misdirected to Publisher from SDL as a result of such lack of information.

VII. Royalties and Commissions.

A. Royalties with respect to licenses granted hereunder shall be collected and distributed to Publisher and the relevant AA Society. As full consideration for Publisher's grant of rights to SDL, SDL shall pay to Publisher Royalties in an amount equal to Publisher's share of the monies actually received by SDL on behalf of Publisher with respect to licenses granted hereunder on the terms set forth below.

B. No later than thirty (30) days following the close of each calendar quarter, SDL shall credit to Publisher's account for payment (and shall pay to Publisher) one hundred percent (100%) of all royalties and/or other amounts earned and/or derived from licenses of the Works and actually received by SDL from any source including from any Digital Service Provider or any third-party representative (or credited to SDL by way of recoupment of any advance previously received, if any) that is directly and identifiably attributable to the use and/or Online Exploitation of Publisher's Works in the Territory during the Term, adjusted on a pro-rata basis by ownership share, after allowing solely for the deduction of SDL's commission as set forth in section VII. G. below (the "**Royalties**"). Royalties shall be paid to Publisher without offset or reduction except as may be expressly permitted under this Agreement. The term "Royalties" shall also include, without limitation, the amount of any settlement proceeds, judgments or other similar amounts received by SDL or on its behalf to the extent relating to the Publisher's Works, net only of Publisher's pro rata share of SDL's reasonable out of pocket costs to collect such amounts.

C. Each remittance by SDL to Publisher shall be accompanied by a statement identifying, in reasonable detail, the source and nature of the income received, the relevant period, the amounts payable to Publisher, for which Work(s) the payments are made and – if available – the territories, categories of rights and type of usage made. Publisher acknowledges and agrees that, in the case of monies received from any Third-party Representative, SDL may include on Publisher's statement only such information as is generally made available to SDL by such Third-party Representative.

D. Royalties with respect to licenses granted hereunder shall be collected by SDL, MINT or a third-party representative and distributed to Publisher (and/or the appropriate AA Society with respect to certain AA Performance Rights). Royalties with respect to licenses granted by any Third-party Representatives authorized by SDL in their respective territories shall be collected by said Third-party Representatives and distributed to Publisher through SDL periodically, depending upon the payment schedule of any given Third-party Representative.

E. Where the license fees received in connection with the Online Exploitation of Publisher's Works in the Territory during the Term are in respect of both performing and mechanical rights, SDL will

allocate such fees in accordance with the rules and best practices established by the Technical Online Working Group Europe (“TOWGE”), which applies the respective split in the so-called “Territory of Destination” (being the division between mechanical and performing rights published by appropriate local collection society in an applicable territory). For Digital Service Providers offering a mixture of the above usage types or where there is no split established by TOWGE, SDL shall apply a reasonable mechanical / performing division based on the best data available relating to the usage types involved and the relative amounts of usage across such usage types; provided, however, that such division shall, to the extent permitted by applicable law, be applied to Publisher on a basis no less favorable to Publisher than the basis which may be applied by SDL to any other music publishing client of SDL of a similar or lesser stature than Publisher.

F. To the extent any license issued hereunder includes an advance, minimum guarantee or other lump sum payment, such lump sum payment will be allocated based upon Publisher’s market share with respect to the applicable licensee during a relevant prior period. In the event said market share information with respect to any given licensee is not available, the allocation of a lump sum payment will be based upon the market share with respect to a similarly situated licensee for a similarly relevant prior period.

G. SDL shall have the right to deduct and retain SDL’s commission, which shall be equal to ten percent (10.00%) of all monies collected or otherwise received by SDL with respect to Publisher’s share of the Works.

H. Publisher may designate a certified public accountant experienced in music publishing audits to examine and inspect SDL’s books and records with respect to the use and/or exploitation of Publisher’s Works in the Territory hereunder and/or in connection with the Royalties remitted to Publisher and/or the corresponding statements hereunder for the sole purpose of verifying the accuracy of any such Royalties remitted to Publisher and said corresponding statements. Any such examination shall occur only once during any given calendar year and shall take place at the principal office where SDL’s books and records are maintained during normal business hours, or at such other location as mutually agreed upon by the parties, upon at least thirty (30) days written Notice, given in accordance with Section XV below, delivered via Registered or Certified Mail, Return Receipt Requested. Publisher may examine any given remittance Royalties and/or the corresponding statements only once and only if the aforementioned Notice is given within two (2) years following the date any such statement is rendered to Publisher. Any such examination shall be conducted at Publisher’s sole cost and expense; provided, however, that in the event any such examination reveals a discrepancy equal to ten percent (10%) or greater of the amount Publisher should have received, SDL shall reimburse Publisher for all documented, reasonable, outside costs of such examination.

I. Publisher expressly acknowledges and agrees that this Agreement represents and sets forth the full scope of consideration (including all monies) (i) due to Publisher by SDL with respect to the Online Exploitation of Publisher’s Works in the Territory during the Term pursuant to the terms of this Agreement; or (ii) due to SDL. Except as expressly provided for in this Agreement, Publisher shall not be entitled to any share whatsoever of any monies received by SDL from any source not specified in this Agreement unless such amounts can be reasonably allocated to the Publisher’s Works.

VIII. Warranties and Representations.

A. Publisher warrants and represents that:

1. Publisher has the right to enter into this Agreement and except as may be provided herein to the contrary, is not bound by any prior contracts or obligations that conflict with this Agreement;

2. Publisher owns, administers or controls, and has the right and authority to grant, all rights granted to SDL herein; and

3. No Work registered with or right granted to SDL hereunder infringes any copyright or otherwise violates any right of any other person or entity.

B. SDL warrants and represents that:

1. SDL has the right to enter into this Agreement and is not bound by any prior contracts or obligations that conflict with this Agreement; and

2. SDL shall comply with all applicable laws and regulations in connection with its performance of its obligations provided for herein.

IX. Breaches of Warranties and Representations.

A. Subject to the cure provisions provided in section XVIII below, if either party breaches any of the warranties, representations, covenants or undertakings contained in this Agreement, then the non-breaching party shall, in addition to any other legal or equitable remedies, have the right (i) to immediately terminate this Agreement; or (ii) to exclude from this Agreement any of Publisher's Works affected by the breach.

B. Pending the determination and settlement of any indemnifiable third-party claim under Section X below (a "Claim"), SDL shall have the right to withhold payment to Publisher of any monies otherwise payable to Publisher hereunder in an amount reasonably related to the potential liability from any such Claim. Monies withheld from Publisher by SDL in connection with any Claim shall be credited to Publisher's royalty account if and to the extent that litigation concerning that Claim is not commenced in a court of competent jurisdiction within twelve (12) months after those monies are initially withheld, plus accrued interest, provided that legal action does not appear imminent. If and to the extent Publisher provides SDL with an indemnity or surety bond in a form and an amount and with a company reasonably acceptable to SDL in connection with any Claim, then SDL shall not withhold monies from Publisher with respect to such Claim. Publisher shall have the right to participate in the defense of any Claim as set forth in Section X.C below; provided, however, that the defense and settlement of any Claim under this Section IX.B shall be controlled and determined by SDL in SDL's good faith discretion.

C. SDL shall have the right, upon not less than ten (10) business days' prior written Notice to Publisher given in accordance with Section XV below, to exclude from this Agreement any of Publisher's Works which, in SDL's sole reasonable commercial judgment, believes (i) will infringe upon any third-party copyright; or (ii) will violate any other right of any third-party.

D. If, in SDL's sole, good faith judgment, any of Publisher's Works is based on a work in the public domain, SDL shall have the right, upon Notice given in accordance with Section XV below (via email or posted through the online facilities or websites made available to Publisher), either: (i) to exclude any such Work from this Agreement; or (ii) to pay royalties for any such Work, as determined by SDL, at a fraction of the rate paid by SDL for uses of works not based on a work in the public domain in accordance with SDL's then current policy; provided, however, that such policy shall, to the extent permitted by applicable law, be applied to Publisher on a basis no less favorable to Publisher than the basis which may be applied by SDL to any other music publishing client of SDL of a similar or lesser stature than Publisher.

X. Indemnity.

A. Publisher Indemnity. Publisher shall indemnify SDL, MINT, and/or any of their respective officers, directors, agents and employees, and hold them harmless from any and all loss, damage, cost or expense, including reasonable outside attorneys' fees arising out of any claim by any third-party which, if true, would constitute a breach by Publisher of any of its warranties, representations, covenants or undertakings under this Agreement, but only to the extent that any such claim, demand or action results in a final adverse judgment or, subject to subparagraph X.C. below, a settlement approved by Publisher. Publisher shall reimburse SDL for any such indemnifiable loss, to the extent that this indemnity shall apply, on demand failing which SDL may also recoup all or any portion of any such indemnifiable loss to which this indemnity shall apply out of royalties otherwise payable to Publisher by SDL under this Agreement.

B. SDL Indemnity. SDL shall indemnify Publisher and/or any of its respective officers, directors, agents and employees, and hold them harmless from all loss, damage, cost or expense, including reasonable outside attorneys' fees arising out of any claim by any third-party which, if true, would constitute a breach by SDL of any of its warranties, representations, covenants or undertakings under this Agreement, but only to the extent that any such claim, demand or action results in a final adverse judgment or settlement. SDL shall reimburse Publisher for any such indemnifiable loss, to the extent that this indemnity shall apply, on demand.

C. The indemnified party shall give the indemnifying party prompt Notice given in accordance with Section XV below of any third-party claim subject to indemnity under this Agreement. The indemnifying party shall reasonably cooperate fully with the indemnified party in connection with any such claim and shall make available all records or other information, and do all other acts, as the indemnified party may reasonably require in defense of the claim. The indemnifying party shall have the right to participate in the defense or disposition of any claim to which the indemnity applies, with counsel of the indemnifying party's choice and at the indemnifying party's sole cost and expense, and the indemnified party, in its sole discretion, may at the indemnifying party's request permit the indemnifying party to assume the defense of any claim (provided that the indemnified party shall have the right to continue to participate, at its own cost and expense); and, in either case, the indemnifying party shall exclusively bear all costs, including reasonable outside attorneys' fees, of any such assumed defense. Further, subject to Section IX.B above, no party shall have the right to settle any claim without the prior written consent of the other party, such consent not to be unreasonably withheld nor delayed.

XI. Power of Attorney. Publisher hereby, irrevocably during the Term, constitutes, authorizes, empowers and appoints SDL, or any nominee of SDL, Publisher's true and lawful attorney, to sign, execute, acknowledge and deliver any and all instruments or documents, in Publisher's name, or in SDL's name or the name of SDL's nominee, which SDL may from time to time, in its sole reasonable commercial discretion, deem necessary or desirable to exercise, protect or defend any right granted by Publisher herein or any claim asserted with respect thereto.

XII. Disputes and Actions.

A. SDL shall have the right to institute or to decline to institute any action or proceeding, to defend or to decline to defend any legal claim, or to settle or resolve any disputes, as SDL may, in its sole judgment, deem necessary or desirable to protect or defend the rights granted by Publisher herein, including action to restrain, and to seek damages respecting, any infringing use of Publisher's Works. SDL may take such actions against any third-party, in SDL's name and/or in Publisher's name, and may join others in such actions, provided that any action or proceeding instituted by SDL under this Section XII.A shall be at SDL's sole expense and, if there is any recovery made by SDL as a result thereof, the expenses of such action or proceeding, including but not limited to reasonable attorneys' fees and court costs, shall be

deducted therefrom and Publisher shall be paid a share of the net proceeds consistent with SDL's standard distribution practices corresponding to Publisher's percentage of any Work that was the subject of such action or proceeding. Publisher will, at SDL's request, cooperate fully in the prosecution of any action with respect to the infringement or other alleged violation of the rights granted herein. SDL may in its sole discretion settle, compromise, discontinue or in any other manner dispose of any dispute or action instituted under this Section XII.A, and may enforce or satisfy any judgment that may be rendered therein.

B. SDL shall have the right to authorize MINT or any third-party Representative to exercise the rights granted in Section XII.A above. Publisher shall, upon request of SDL, MINT or an authorized Third-party Representative, cooperate fully in the prosecution of any action with respect to the infringement or other alleged violation of the rights granted herein, and grant or cause to be granted any authorization that might be required by local laws to allow SDL, MINT or a third-party Representative to institute such action or proceeding or to defend any such legal claim.

XIII. Confidentiality. Absent written Notice given in accordance with Section XV below prior to any disclosure so as to afford a reasonable opportunity to object and/or seek an appropriate protective order, neither party shall disclose to any third party (other than to a party's equity owners, directors, officers, managers, employees, agents, attorneys, accountants, auditors and other financial representatives who have a need to know) the material terms of this Agreement, except to the extent necessary: (i) to comply with any law or regulation; (ii) to comply with any order or subpoena of any court, tribunal, arbitration panel or governmental agency or authority of competent jurisdiction; or (iii) to comply with discovery in any proceeding concerning the fees or rates related to the use of Publisher's Works subject to the most restrictive designation pursuant to any applicable protective order; (iv) to enforce any provision(s) of this Agreement or any other agreements between the parties; (v) to report income to any appropriate taxing authorities and in all other related dealing with such taxing authorities; and/or (vi) in connection with its business purposes (e.g., in connection with the sale of stock, membership interests or assets, or entering into business arrangements with third parties); provided, however, that either (1) the party seeking to disclose any information with respect to the provisions of this agreement under this clause XIII(vi) has entered into (or is bound by) a non-disclosure agreement with any prospective party to which disclosure of such information may be made; or (2) any prospective party to which disclosure of such information is to be made is bound by professional rules of conduct/ethics with respect to confidentiality (e.g., a party's legal counsel). Notwithstanding the immediately preceding, information shall not be considered confidential that: (a) is or becomes generally available to the public other than as a result of a violation of this Agreement; (b) becomes available to a party on a non-confidential basis from a third party that is not itself under any known obligation of confidentiality or nondisclosure with respect to such information; (c) the receiving party can demonstrate was already in its possession prior to the time of disclosure by the disclosing party; (d) the receiving party can demonstrate was or is independently developed by the receiving party without reliance upon the disclosing party's confidential information; and (e) is disclosed upon the prior written consent of the disclosing party.

XIV. Press, Publicity.

A. Notwithstanding anything to the contrary set forth in Section XIII above, the parties may mutually prepare a joint press release(s) announcing the relationship between SDL and Publisher subject to the prior written approval of both parties, such approval not to be unreasonably withheld or delayed.

B. Neither party may use the name, logo, image or likeness of the other party or any of its affiliates, songwriters or administered publishers in connection with any promotion, marketing or advertising, including, without limitation, references on a party's website(s), without the prior written approval of the other party, such approval not to be unreasonably withheld or delayed.

XV. Notices. Unless otherwise provided herein, all notices, consents and approvals (collectively, “Notices”) which may be or are required to be given by any party under this Agreement shall be made in writing and sent by a nationally recognized express delivery service (such as Federal Express, DHL, UPS Next Day Air or Airborne Express) or certified U.S. mail, return receipt requested, with all delivery charges paid by the sender and addressed to the party, as applicable, if to Publisher, at the address set forth on page one above, and, if to SDL, at Essanestraße 116, Eschen, Lichtenstein, 94092, Attn: Legal Department, with a copy to Office of the General Counsel, SESAC, 152 West 57th Street, 57th Floor, New York, NY, USA, 10019, or to such other address as either party shall designate by notice via email or posted through the online facilities or websites made available to Publisher. All Notices given in accordance with this Section XV shall be deemed given upon the date of actual receipt thereof with the express delivery service or five (5) days after sent in the United States mail.

XVI. Bankruptcy. If at any time during the Term of this Agreement Publisher shall file, or be the subject of, a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or shall consent to the appointment of a receiver or trustee for all or part of Publisher’s property, or shall institute, or be the subject of, any other insolvency proceeding, then, in such event, Publisher acknowledges and agrees that SDL shall continue to hold title to all rights in Publisher’s Works granted herein and SDL shall subrogate Publisher’s rights to the payment of any monies hereunder to Publisher’s trustee in bankruptcy, or receiver, or any successor to such rights.

XVII. Assignment. This Agreement and all respective rights and obligations of the parties hereunder are personal to the parties. Notwithstanding the foregoing, each party shall have the unrestricted right to assign any or all of its rights hereunder, in whole or in part, to (i) any subsidiary, affiliated, controlling or other related company and to any person, firm or corporation owning or acquiring all or a substantial portion of a party’s stock, assets or business including, without limitation, any act of merger or consolidation with a third-party company; or (ii) any person, firm or corporation owning or acquiring less than all or a substantial portion of a party’s stock, assets or business including without limitation, any act of merger, consolidation, or formation of a joint venture with a third-party company; or (iii), with respect to SDL, to a third-party representative. Neither party shall otherwise have the right to assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, any and/or all of its rights and/or obligations hereunder and/or any assets that are the subject matter hereof without the prior written consent of the other party hereto, and any purported assignment by a party without prior written consent of the other party will be null and void ab initio and not binding on such other party.

XVIII. Cure. Except with respect to a breach which is incapable of being cured, neither party shall be deemed to be in breach of any obligation, term or condition hereunder unless and until (i) the party claiming an alleged breach shall have given written Notice in accordance with Section XV above to the allegedly breaching party specifying the nature of such alleged breach; and (ii) the allegedly breaching party has failed to cure such alleged breach (a) within ten (10) business days with respect to the payment of monies; or (b) within thirty (30) days with respect to any other breach, following receipt of said Notice; provided, however, that if the alleged breach (other than an alleged breach concerning the payment of money) is of such nature that it cannot be completely cured within thirty (30) days, the allegedly breaching party shall not be deemed to be in breach of any obligation, term or condition hereunder if the allegedly breaching party has taken substantial steps to cure the alleged breach within such thirty (30) day period and proceeds to cure the alleged breach with due diligence within a reasonable time thereafter. No waiver of any breach of this Agreement shall be construed to constitute a waiver of any subsequent breach of like nature or similar nature.

XIX. Miscellaneous.

A. Subject to the parties' rights and obligations under section XVII above, nothing in this Agreement shall provide any benefit to any third-party or entitle any third-party to any claim, cause of action, remedy or right of any kind (except other indemnitees as set forth herein), it being the intent of the parties that this Agreement shall not be construed as a third-party beneficiary contract.

B. This Agreement sets forth the entire agreement of the parties and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter hereof and may not be modified or amended except by written agreement signed or agreed to through electronic means by the parties hereto. No waiver of any term or condition hereof at any time shall be deemed a waiver of any future breach of the same or any other term or condition.

C. This Agreement shall be governed by and construed in accordance with United States federal law and/or the laws of the State of New York other than such laws, rules, regulations and case law that would result in the application of the laws of a jurisdiction other than the State of New York. With respect to any action or proceeding arising out of this Agreement, the parties (a) agree that the sole and exclusive venue for such action or proceeding shall be in a court of appropriate jurisdiction located in New York County, State of New York; (b) agree to the appropriateness of, and waive any objection concerning, the propriety and/or convenience of, proceeding in such venue; and (c) consent to the personal jurisdiction of such court.

D. In the event any provision of this Agreement shall, for any reason, be held invalid or unenforceable, all other provisions hereof shall continue in full force and effect.

E. The expiration or earlier termination of this Agreement shall not affect those representations, warranties, indemnities and other obligations that by their nature survive the expiration or earlier termination of this Agreement.

F. This Agreement may be executed by electronic signature (e.g. digitally transmitted in a PDF format) and in one or more counterparts, each of which when so executed shall constitute an original hereof, but all of which together shall constitute one and the same agreement.

[Signature page follows]