

**AMAZON DIGITAL SERVICES, INC.  
MUSIC PUBLISHING RIGHTS AGREEMENT**

This agreement ("Agreement") is a binding agreement between Amazon Digital Services, Inc. ("ADSI" and, together with its affiliates, "Amazon", "we" or "us") and you or, if applicable, the individual, company or other legal entity you represent ("Publisher" or "you"). You accept this Agreement by providing a signed copy of this Agreement to us or our data manager. However, if you provide a signed copy of this Agreement to us or our data manager that includes any changes, additions or deletions (handwritten or otherwise), no such changes, additions or deletions will have any force or effect and we may, at our option, void the Agreement in its entirety.

1. The Service: Amazon plans to make available one or more digital music subscription service(s) operated by or on behalf of Amazon offered as part of a bundle with one or more other Amazon products or services (the "Service").

2. Term: This Agreement will commence as of the earlier of (a) full execution of this Agreement and (b) the date of the commercial launch of the Service (the "Effective Date") and continue through and including the last day of the calendar month in which the second anniversary of the commercial launch of the Service occurs (the "Initial Period"), unless earlier terminated in accordance with this Agreement. Following the Initial Period, this Agreement will be automatically extended for additional, successive periods of one year each (each, a "Renewal Period"). "Term" means, collectively, the Initial Period and all Renewal Periods. Either party may terminate this Agreement as of the end of the Initial Period or then-current Renewal Period on at least 90 days' written notice prior to the end of the Initial Period or any Renewal Period.

3. Rights Granted:

(a) Scope of Rights. You grant to us the non-exclusive right and license ("License"), in the United States of America, its territories and possessions (the "Territory") during the Term, to encode, transmit, reproduce, make available, deliver, publicly perform and distribute (i) interactive streams and limited downloads of sound and audiovisual recordings embodying Musical Works (collectively, "Content") via the Service; (ii) excerpts of Content with a playing time that does not exceed 90 seconds (each a "Promotional Excerpt") on a gratis basis; and (iii) full-length interactive streams of Content on a gratis basis where those interactive streams are subject to cookie browser placement or similar technology that is designed to restrict delivery to once per customer per recording ("Promotional Full-Length Streams"). "Musical Work" means a musical work you own, control and/or administer, in whole or in part, at any time during the Term with respect to the Territory, regardless of the extent of your ownership, control or administration interest in and to the musical work. The portion of any Musical Work that you own, control and/or administer is sometimes referred to in this Agreement as the "Publisher Portion" of the Musical Work, and the remainder of the Musical Work is sometimes referred to in this Agreement as the "Non-Publisher Portion" of the Musical Work. The License includes all rights of every kind and nature in and to the Musical Works necessary for us to exploit the Musical Works as permitted in this paragraph, from the making of server reproductions to the transmission of the Musical Works, in all cases made subject to and in accordance with the terms of this Agreement. It will not be deemed a breach of this Agreement if a user is able to access Musical Works licensed under this Agreement while traveling outside of the Territory, and Content may be hosted on servers owned and/or controlled by Amazon and/or its contractors anywhere in the world.

(b) Performance Rights Organizations. In our discretion, we may elect not to avail ourselves of the license you grant in this paragraph 3 with respect to public performance rights and instead obtain those rights from the applicable performance rights organizations. Should we elect to avail ourselves of the public performance rights granted in this Agreement, we will pay royalties to you for those rights as set forth in paragraph 5(b), below. Should we elect not to avail ourselves of the public performance rights granted in this Agreement, no public performance royalties will be due to you under this Agreement and the terms of paragraph 5(b), below, will not apply.

(c) Withdrawal. Upon no less than 30 days' advance written notice, you may withdraw or withhold the license granted under this Agreement with respect to a Musical Work on a prospective basis, and the license with respect to the Musical Work will terminate 30 days after our receipt of the notice, only if: (i) you no longer have the right to license the Musical Work for the Service, and (ii) you also remove the Musical Work from all other services that you license that make available interactive streams or limited downloads.

(d) Statutory Licenses. Nothing in this Agreement will preclude us from exploiting any withdrawn or withheld Musical Works under a statutory license. Subject to the foregoing, the License supersedes, for the Term of this Agreement and to the extent of the scope of the License, any existing statutory license from you to us with respect to the exploitation of the Musical Works as authorized under this Agreement.

4. Metadata Delivery: We may designate a data manager to act on our behalf in making payments and issuing reports to you. Upon the request of our data manager you will provide to our data manager complete and accurate metadata regarding the Musical Works, including, without limitation, the songwriter names and Publisher Portion of each Musical Work (the "Data Feed"), and any required updates to the Data Feed. If you do not own or control all rights necessary to grant the rights in this Agreement, the Data Feed will specify which rights are not included. If you fail to provide a Data Feed to the data manager, we may rely on our information and/or the data manager's information with respect to the Musical Works and we will not be liable for any inaccuracies or omissions in reporting or royalty payments that result from our reliance on that information. Although we intend to use a data manager to receive the Data Feed, there may be circumstances where we need you to provide to us directly some or all of your catalog data (for example, in the event of a legal dispute), in which case we may, in our sole discretion, request such data from you.

#### 5. Financial Terms:

(a) Mechanical Royalties. In consideration for the rights granted under this Agreement (other than public performance rights) and your representations and warranties in this Agreement, ADSI will pay you royalties as follows: Publisher's Mechanical Pro-Rata Share of (i) 21% of the amounts expensed by ADSI (in accordance with GAAP) for the rights obtained from record companies or other master recording owners to make interactive streams and limited downloads of recordings that embody musical works available via the Service during the applicable month; less (ii) the public performance royalty amounts that have been or that will be expensed (in accordance with GAAP) by ADSI for public performance rights in connection with the exploitations of the musical works during the applicable month (which will include, but not be limited to, any amounts paid directly to you under paragraph 5(b) below). "Publisher's Mechanical Pro-Rata Share" means a fraction, the numerator of which is the total number of plays of interactive streams and plays of limited downloads of Content made via the Service in the applicable month (pro-rated in the case of Musical Works you partially own, control or administer), and the denominator of which is the total number of plays of all interactive streams and plays of all limited downloads of recordings that embody musical works made via the Service in the applicable month.

(b) Public Performance Royalties. If we choose to avail ourselves, in our discretion, of the license with respect to public performance rights you grant directly in this Agreement, then in consideration for those rights, ADSI will pay you public performance royalties as follows: Publisher's Performance Pro-Rata Share of (i) 11% of the amounts expensed by ADSI (in accordance with GAAP) for the rights obtained from record companies or other master recording owners to make interactive streams and limited downloads of recordings that embody musical works available via the Service during the applicable month; multiplied by (ii) a fraction, the numerator of which is the total number of plays of interactive streams of recordings that embody musical works made via the Service during the applicable month, and the denominator of which is the total number of plays of all interactive streams and plays of all limited downloads of recordings that embody musical works made via the Service during the applicable month. "Publisher's Performance Pro-Rata Share" means a fraction, the numerator of which is the total number of plays of interactive streams of Content made via the Service in the applicable month (pro-rated in the case of Musical Works you partially own, control or administer), and the denominator of which is the

total number of plays of all interactive streams of recordings that embody musical works made via the Service in the applicable month.

(c) Royalty Payment Terms. The royalties set forth in this paragraph 5 (the "Royalties") will be calculated on a monthly basis but accounted for and paid on a quarterly basis, as set forth in paragraph 6, below. Notwithstanding anything to the contrary in this Agreement, with respect to plays of interactive streams and plays of limited downloads of recordings that embody musical works made via the Service by users during free trial periods, Promotional Excerpts and Promotional Full-Length Streams, no monies will be payable and no reporting obligations will apply. As between you and us, we will be responsible for making any royalty payments with respect to the Non-Publisher Portion of the Musical Works licensed under this Agreement in accordance with the royalty rate determinations and calculations set forth in the foregoing provisions of this paragraph 5. The calculation of Royalties payable to you for the Service will be solely based on the Publisher Portion of the Musical Works licensed under this Agreement.

(d) Additional Public Performance Royalty Payments. In the event we are required at any time to pay additional public performance royalties for our use of musical works via the Service in respect of periods for which the applicable Royalties have already been calculated and paid to you under this Agreement, such that an overpayment to you of mechanical royalties under paragraph 5(a) for the past period(s) would result, we will be entitled to a credit against future Royalties in the amount of the overpayment. We will not be obligated to pay to you any amounts in addition to those described in paragraphs 5(a) and 5(b), including in connection with the storage or hosting of Musical Works and/or the incidental reproduction of Musical Works for purposes of exploiting the rights granted under this Agreement.

(e) MFN. If at any time during the Term of this Agreement we enter into an agreement with any other composition licensor to license musical works to be included, during the Term and within the Territory of this Agreement, in the Service, in which we agree to pay a higher royalty rate than the royalty rate provided by this Agreement, or to calculate the composition licensor's mechanical pro rata share of plays made via the Service or performance pro rata share of plays made via the Service using a method that is more favorable to the composition licensor than the method provided by this Agreement, then you will automatically be given the benefit of that more favorable royalty rate or method in lieu of the royalty rate or method provided by this Agreement.

(f) Taxes. As between the parties, ADSI will be solely responsible for collecting and paying to the appropriate taxing authorities any national, state or local sales or use taxes, value added taxes or similar taxes (collectively "Transaction Taxes") applicable to the Service. We will not be required to pay any taxes imposed on or measured by your net income, net profits, income, profits, revenues, gross receipts, franchise, doing business, capital, intangible, value added (other than value added tax in the nature of sales or use or similar taxes), net worth, all real property and ad valorem taxes imposed by any governmental authority on the fees payable to you under this Agreement, or similar taxes or taxes in lieu thereof, whether collected by withholding or otherwise. All payments payable by ADSI to you under this Agreement are inclusive of all Transaction Taxes that apply to the license of the Musical Works by you to us. If and to the extent any payments under this Agreement are subject to and include any applicable Transaction Taxes, you will supply us with an original, valid tax invoice, to the extent available under the applicable law, separately stating these Transaction Taxes, to enable us to claim credit for these taxes as applicable. We may provide you with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, you will not charge or collect the Transaction Taxes covered by the certificate. If taxes are required to be deducted or withheld on any payments to be made to you under applicable law, then ADSI will (i) deduct the taxes from the amount owed to you and pay them to the appropriate taxing authority as required by applicable law and (ii) secure and deliver to you a receipt or other legally required documentation for any taxes withheld as required under applicable laws. Payment to you as reduced by these deductions or withholdings will constitute full payment and settlement to you of amounts payable under this Agreement. Except as specified in this section, each party will be responsible for its own taxes as levied by the applicable taxing authorities. Throughout the term of this Agreement, you will provide any forms, documents or other certifications as may be required to satisfy

any information reporting or withholding tax obligations with respect to any payments under this Agreement. You will be responsible for any applicable withholding and information reporting requirements for payments you make to third parties in connection with this Agreement.

6. Accountings: You will provide our data manager all payment and related information necessary to make payments to you. For each calendar quarter ending on or after the commercial launch of the Service, ADSI or a third-party contractor acting on ADSI's behalf will pay you the amounts due to you under this Agreement for that calendar quarter and provide you with an accounting statement including the data reasonably necessary to calculate the Royalties for that calendar quarter and the allocation of those Royalties on a per track basis. The initial payment and report will be provided within 45 days after the end of the first full calendar quarter after the commercial launch of the Service. Following the initial payment, each payment and report will be provided within 45 days after the end of each calendar quarter. ADSI or a third-party contractor acting on ADSI's behalf may institute a minimum threshold amount for payments to you not to exceed \$100, in which case amounts owed to you that are less than the minimum threshold amount will be accrued and paid once the accrued amount equals or exceeds the minimum threshold amount.

7. Certain Representations and Warranties: As of the Effective Date and during the Term, each party to this Agreement represents and warrants that: (i) it has the full right and power to enter into and fully perform this Agreement in accordance with its terms; and (ii) its execution of this Agreement will not violate the provisions of any agreement to which it is a party.

8. Indemnification; Limitation of Liability:

(a) Indemnification. Each party will, at its sole cost and expense, indemnify, defend and hold harmless the other party and its subsidiaries, affiliates, successors, licensees, agents, attorneys and assignees, and the officers, directors, shareholders, contractors, members and employees of the foregoing, from and against any and all third-party claims (including any demands, actions, suits, judgments and liabilities of any kind and character whatsoever relating to those claims, "Claims") arising out of or in connection with an alleged breach by such party of any representation or warranty made in this Agreement by such party. In addition, you will, at your sole cost and expense, indemnify, defend and hold harmless Amazon and its subsidiaries, affiliates, successors, licensees, agents, attorneys and assignees, and the officers, directors, shareholders, contractors, members and employees of the foregoing, from and against any Claims (i) arising from your alleged failure to pay royalties or other amounts to any songwriter or other third party who is entitled to a royalty or other payment in connection with the permitted exploitation of the Publisher Portion of the Musical Works under this Agreement (provided that the failure is not due to ADSI's failure to pay Royalties to you as required under this Agreement) or to comply with any applicable tax withholding or information reporting requirements in connection with those payments; or (ii) arising from or related to the rights and authorizations granted to us in this Agreement or the exercise thereof. The indemnifying party will pay all liabilities, damages, awards, settlements, losses and expenses (including, without limitation, court costs, reasonable third party legal fees and third party costs of investigation) arising from any such Claims. Without waiving any right or remedy available to us, if any claim is made for which you are obligated to indemnify us, we will have the right to withhold amounts otherwise payable to you under this Agreement in an amount reasonably related to the claim.

(b) Limitation of Liability. Without limiting the indemnity obligations of the parties under this Agreement and other than as a result of a breach of the confidentiality obligations under this Agreement, neither party will be liable to the other party for any indirect, incidental, consequential, punitive or special damages, arising out of or related to this Agreement, even if the party has been advised of the possibility of those damages. Neither party makes any representation or warranty except as expressly set forth in this Agreement. In no event will ADSI's total liability for disputes relating to this Agreement exceed the lesser of (i) the amount of proceeds received or to be received by you from ADSI during the Term of this Agreement and (ii) \$50,000.

9. Termination; Survival: Without limiting any other remedy available at law or in equity, either party may terminate the Term in the event of any material breach of this Agreement by the other party that is not remedied within 30 days after notice is provided to the breaching party thereof. Neither party will be entitled to recover damages or to terminate the Term by reason of any breach by the other party of its obligations under this Agreement unless the breaching party fails to remedy the breach within 30 days following receipt of notice thereof. We will also have the right to terminate the Term upon notice to you in the event that we cease to operate the Service during the Term. A party's right to terminate the Term of this Agreement will be deemed to have been waived for all purposes in the event that it is not exercised prior to the date upon which the breach giving rise to the right of termination has been cured. Except as otherwise provided in this Agreement, the terms contained in this Agreement which by their nature and context survive or are expressly intended to survive the expiration or termination of this Agreement will so survive and continue in full force and effect until they are satisfied or by their nature expire.

10. Notices: You agree that all information you provide in connection with the execution and operation of this Agreement will be accurate. All notices under this Agreement must be in writing in order to be effective. The email or other address that our data manager has on file for you, or any updated email or other address you provide using a mechanism for address updates our data manager may provide, will serve as the official address for the provision of notices to you under this Agreement. You will deliver any notices regarding your Musical Works and payment information to our data manager at the address(es) and/or email address(es) we or they provide for that purpose. You will provide any notices of termination of this Agreement or other legal notices to our data manager and to us at [contracts-legal@amazon.com](mailto:contracts-legal@amazon.com).

11. Confidentiality: Any information we provide that is marked "confidential," or that under the circumstances surrounding disclosure a reasonable person would understand to be confidential, is our confidential and proprietary information, and you will not disclose this information to any third party or use it for any purpose other than the performance of this Agreement. As between you and us, accounting statements will be considered "confidential information" of Amazon; however, you may disclose royalty information to your songwriters as long as the information is solely related to that songwriter's own musical works, and any data disclosed in accordance with this sentence will not be deemed confidential information as used by that songwriter or their designated representatives. You may also disclose confidential information as required to comply with binding orders of governmental authorities if you (a) give us prior written notice sufficient to allow us to seek a protective order or other appropriate remedy; (b) disclose only information that is required by the governmental entity; and (c) use commercially reasonable efforts to obtain confidential treatment for any information to be disclosed. You will not show or distribute this Agreement to any third party, including your songwriters, their respective agents and attorneys, nor will you disclose any information regarding this Agreement or its terms except as specifically permitted by this paragraph.

12. Miscellaneous:

(a) Amendments. We may have the need to update the terms of this Agreement from time to time as our services evolve. We or our data manager may provide you no less than 30 days' advance notice of any changes. If we or our data manager sends you such a notice, we will give you an opportunity to terminate the Agreement, using the means we or our data manager provides you to do so, at any time within the 30 day period commencing on the date of the notice. If you terminate, your termination will be effective 10 business days after you do so. If you do not terminate, this Agreement will be deemed modified as provided in the notice. Except as provided above, this Agreement cannot be amended or altered, in part or in full, without the prior written consent of the parties. If any provision of this Agreement is held to be unenforceable, in whole or in part, the unenforceability of that provision will not affect the validity of the other Agreement provisions. In entering into this Agreement, Amazon and Publisher have and will have the status of independent contractors, and this Agreement will not create any joint venture, partnership, agency or fiduciary relationship between the parties. Nothing contained in this Agreement obligates us to make available, sell, license, exploit or distribute Musical Works on or in connection with the Service. No party to this Agreement will, without the prior written consent of the other

party, issue any press release or make any other public announcement or statement relating to the existence of this Agreement, or any terms and conditions of this Agreement.

(b) Governing Law. This Agreement will be governed by the laws of the State of New York, without giving effect to any principles that may provide for the application of the law of another jurisdiction. The U.N. Convention on Contracts for the International Sale of Goods is excluded. Both parties irrevocably consent and waive any objection to the exclusive jurisdiction and venue of the federal and state courts located at New York, New York with respect to any claims, suits or proceedings arising out of or in connection with this Agreement or the transactions contemplated by this Agreement. The parties agree that this choice of law and venue are based on the locus of the music industry, the fact that we are entering into a number of other similar agreements with this choice of law and venue, and that there is a substantial body of law and expertise related to the subject matter of this Agreement in those courts.

(c) Assignment. Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party, except that (i) ADSI may assign any of its rights and obligations under this Agreement without consent (A) to any ADSI affiliate; (B) in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets related to this Agreement, or similar transaction; or (C) as otherwise set forth in this Agreement and (ii) you may assign all of your rights and obligations under this Agreement to any corporation or other entity without consent in connection with the sale of all or substantially all of your assets. Subject to the foregoing limitation, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. We may use third party contractors to exercise our rights and/or perform our obligations under this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of each party have executed this Agreement on their respective signature dates below.

AMAZON DIGITAL SERVICES, INC.

PUBLISHER: 

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_