

Songtrust®

TERMS OF SERVICE

As of October 6, 2014

The following outlines the terms of service for the Songtrust Site and Service (each as defined below). You may only create an account by reading and accepting these terms. You can also review our [privacy policy](#), which outlines our practices towards handling any personal information that you may provide to us online. The column on the right provides a short explanation of the terms of use and is not legally binding.

You and ST Music LLC (“Songtrust” or “us”) agree that your access to and use of the Site is subject to your agreement to the terms and conditions listed below, which will become a binding agreement between you and Songtrust (the “agreement”). Songtrust is willing to allow you access to the Site and is willing to perform the requested services (the “Services”) only upon the condition that you accept all of the terms of this agreement. Please read these terms carefully, including the Definitions section at the end. After reading the terms, if you agree to them, please indicate your decision by clicking on “Create your Songtrust Account”. If you do not agree to all the terms and conditions of this agreement, do not proceed with registration to use the Services.

If you are using this Site, entering into this agreement for the Services, registering and creating a Songtrust account, and/or providing information to us on behalf of one or more other writers, a group, or a music publisher/administrator or other entity, then you represent and warrant to us that you are duly authorized to do so on behalf of the applicable people or entities and to bind them to this agreement. As used herein, the term “you” includes all such people and entities.

GRANT OF RIGHTS.

During the Term and Exploitation Period, you hereby grant to Songtrust, its successors, licensees and assigns, the sole and exclusive rights of administration, promotion and collection throughout the Territory with respect to one hundred percent (100%) of all of your right, title and interest (“Your Interest”) in and to the musical compositions you submit to Songtrust via the Site (“Compositions”), except for (i) “traditional” sync licensing, which rights are retained by you (see detail below), (ii) “micro” sync licensing, but only if you affirmatively opt-out (i.e., unless you opt-out, then you grant “micro” sync licensing rights to us), and (iii) any other Services from which you expressly opt-out as permitted via your account on the Site. Except as provided in the preceding sentence, the rights you grant to Songtrust include, without limitation, the sole and exclusive right, license, privilege and authority throughout the Territory with respect to Your Interest in and to all Compositions, whether now in existence or whether created during the Term, as follows:

1. To register the Compositions, if you have not already done so, at your request and on your behalf, with the relevant performance rights organizations (e.g., ASCAP or

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BMI) and other licensing agencies (e.g., The Harry Fox Agency) in accordance with their then current rules, terms and conditions. If you are already affiliated or registered, we will provide for your signature one or more letters of direction to enable us to administer your account on your behalf during the Term and Exploitation Period. For the avoidance of doubt, we will not be able to start collecting Net Sums on your behalf unless and until the Registration is accurately completed.

2. To perform and license others to perform the Compositions publicly or privately, for profit or otherwise, by means of public or private performance, radio broadcast, television, Internet, mobile telecom, or by any other means or media, whether now known or hereafter conceived or developed.
3. At your request or with your permission, to substitute new titles for any of the Compositions, and to make any arrangement, adaptation, translation, dramatization or transposition of any of the Compositions or of the titles, lyrics or music thereof, in whole or in part, and in connection with any other musical, literary or dramatic material, and to add new lyrics to the music of any Composition or new music to the lyrics of any Composition, and to prepare derivative works based on the Compositions, regardless of any so-called "moral rights".
4. If applicable and at your request and subject to payment of the relevant fee(s) specified in the Registration, to secure U.S. copyright registration of the Compositions on your behalf, including any and all renewals and extensions thereof.
5. To make or cause to be made, and to license others to make phonograph records, master recordings, digital downloads, streams, podcasts, ringtones, transcriptions, soundtracks, pressings and any other mechanical, electrical or other reproductions of the Compositions, in whole or in part, including without limitation, the right to grant licenses to third parties authorizing so-called "sampling" and/or interpolation of the Compositions, and to use, manufacture, advertise, license, sell, or otherwise exploit such reproductions for any and all purposes, including, without limitation, private and public performances, radio broadcast, television, sound motion pictures, wired radio, phonograph records, and any and all other means and devices, whether now known or hereafter conceived or developed.
6. To print, publish, sell and multiply, and to authorize others to print, publish, sell and multiply, copies of the Compositions, in all forms, including, without limitation, sheet music, orchestrations, arrangements and other editions of the Compositions, separately or together with other musical Compositions, including, without limitation, in song folios, compilations, song books, mixed folios, personality folios and lyric magazines, with or without music.
7. To sublicense any or all of the rights granted herein to any persons or entities, subject to any approvals or restrictions contained herein.
8. To exercise and exploit during the Term and Exploitation Period, exclusively, any and all other rights now or hereafter existing with regard to Your Interest in any and all Compositions under and by virtue of any common law or statutory laws or provisions, including without limitation, copyright laws, including so-called grand rights and small performance rights, except for "traditional" sync licenses and, if you opt-out, "micro" sync licenses.
9. To administer and collect all monies derived from the exploitation of the Compositions during the Term and Exploitation Period throughout the Territory

(except from “traditional” sync licenses and, if you opt-out, from “micro” sync licenses). After the Term and Exploitation Period, we shall continue to have the right to collect all income payable in respect of exploitations of the Compositions that was earned during or before the Term and/or Exploitation Period. If we receive monies that were earned after the applicable Exploitation Period for a particular Composition(s) from a third party collection society, licensee or other entity due to their acts or omissions or your failure to notify the relevant third party of the expiration of this agreement, you acknowledge that our receipt thereof will not be a violation of this agreement. We will remit 85% of any such Net Sums to you as and when we would otherwise have accounted to you if the agreement was still in effect.

10. To use the names (real and professional), approved biographical information and approved likenesses of the writers and publishers/administrators of the Compositions (including but not limited to you) solely in connection with the marketing and/or promotion of the Site, our Services and the Compositions delivered hereunder.

You acknowledge that the term of individual licenses may extend beyond the Term and/or Territory hereof and you authorize Songtrust to enter into such licenses on your behalf.

SYNC LICENSES

1. *“TRADITIONAL” SYNC LICENSES.* You retain the exclusive right to negotiate and grant sync licenses on whatever terms you establish for the use of your Compositions via “traditional” means, as that term is understood in the U.S. music publishing industry, such as one-off licenses for use in films, television productions, commercials, and video games. Any such licenses will be between you and your licensees. You also retain the right to collect the sync license fees from those licenses.
2. *YOUTUBE AND “MICRO” SYNC LICENSES.* Unless you opt-out, the rights granted to Songtrust under this agreement include the exclusive right to grant, administer and collect under so-called “micro” sync licenses, as that term is understood in the U.S. music publishing industry. “Micro” syncs include, by way of example and not limitation, blanket licenses for use of Compositions (or portions thereof, including lyrics or metadata) in videos, “art tracks,” and other audio-visual content on social media platforms, within user-generated videos, slideshows, presentations and similar multimedia projects, in software apps, and on video sites and services such as YouTube, Vevo, and Vimeo.

With regard to YouTube, unless you opt-out of our Service, Songtrust’s rights include the right to identify, “claim” and “monetize” videos containing your Compositions by allowing the display of advertising, although you will be able to review those videos by logging into your account on the Songtrust Site and it will be your responsibility to review those videos and confirm that they do, in fact, contain your Compositions. If you are a YouTube “partner” and provide us

with accurate details identifying your YouTube channel, then subject to the rest of these terms, we will “whitelist” and not monetize your channel.

APPROVALS

Wherever your approval or consent is required pursuant to this agreement, the relevant use shall be deemed to have been denied in the event you fail to respond to a request within three (3) business days of the date of such request.

YOUR ACCOUNT

1. You will be asked as part of Registration to select a unique user name and password and to provide Songtrust with accurate, complete registration information to obtain access to the Site and Services. You will be solely responsible for any and all activity transacted and charges incurred under your user name and password, so please ensure that you keep that information confidential and safe.
2. If at any time your registration information changes or if you learn or suspect that your password has been used or obtained by a person not authorized to use it, please notify Songtrust immediately at help@songtrust.com. Any materials submitted to Songtrust will not be returned.
3. You may not assign or transfer your account, rights, obligations, or interest under this agreement to anyone else unless otherwise agreed in writing by Songtrust. Any assignment, encumbrance or other transfer of Your Interest in any Composition(s) will remain subject to this agreement during the Term and Exploitation Period. A purported assignment, encumbrance or other transfer not in accordance with this paragraph will be void and without effect ab initio.

SONGTRUST FEES

In consideration of the Services rendered hereunder, you shall be obligated to pay to Songtrust the fees described in the relevant Registration. When you sign up for the Service, you will be providing Songtrust with credit card information and authorization to charge your registration fee, any applicable taxes, and other charges you may incur in connection with your use of the Site and Service directly to your credit card account. If, at any time, we are unable to charge or otherwise recover the relevant fees from the credit card provided at Registration, you hereby authorize us to deduct said amounts from any monies then existing or accruing in the future to you in your Songtrust account (i.e., your share of Net Sums); otherwise, we may suspend our Services and/or terminate the Term.

PAYMENTS

Songtrust shall pay you eight five percent (85%) of “Net Sums,” which, as used herein, shall mean all monies actually received by Songtrust in the United States which are directly attributable to the exploitation of Your Interest in the Compositions, less all actual, reasonable, non-overhead costs paid or incurred by Songtrust solely in connection with the exploitation of the Compositions and the collection of income, including, without limitation, any taxes required to be deducted, and payments to licensees outside the United States, if applicable (monies received by or credited to Songtrust directly attributable to exploitation of the Compositions in the United States

shall be calculated “at source”). Songtrust shall retain the remaining Net Sums for its own account as its administration fee.

In the event that Songtrust has, in its reasonable business judgment, reason to suspect that your account has been subjected to and/or involved in fraudulent activities, Songtrust reserves the right to discontinue posting of Net Sums to your account and to block your ability to otherwise withdraw funds therefrom, until satisfactory resolution and/or explanation of the suspect activities is obtained. To the extent that any fraudulent activities are determined to be caused by your or your affiliates’ actions or omissions, any costs incurred by Songtrust (including legal fees and costs) in connection therewith may, in addition to its other remedies, be deducted by Songtrust from any monies otherwise payable to you hereunder. Certain of Songtrust’s licensees may also have policies related to fraud and suspected fraudulent activities and you agree that such policies shall be binding upon you hereunder.

ACCOUNTING

While you will have daily access to your interim account information via the Site, formal accountings as to Net Sums payable by Songtrust to you hereunder shall be made by Songtrust to you on or before the first day of April for the period ending the preceding December 31st, and on or before the first day of July for the period ending March 31st, and on or before the first day of October for the period ending the preceding June 30th and on or before the first day of January for the period ending the preceding September 30th, together with payment of accrued royalties, if any, earned by you during such quarterly period. If the total Net Sums payable to you for any period do not exceed Five U.S. Dollars (\$5), then we may carry payment forward to the next accounting period in which the Net Sums payable to you exceed such sum. All royalty statements and all other accounts rendered by Songtrust to you shall be binding upon you and not subject to any objection for any reason unless specific objection in writing, stating the basis thereof is given to Songtrust within one (1) year from the date rendered. Statements and payments shall be sent in accordance with the relevant instructions in the Registration. No generalized objection (such as, but not limited to, a generalized claim of over-reporting of deductions or underreporting of income or any similar generalization) shall be deemed a valid objection.

CANCELLATION

The Term and your enrollment in the Service will continue until you send a cancellation request. You may cancel the Term at any time by sending an email to cancellation@songtrust.com with a request to cancel along with your email address and account number, or by calling (646) 727-4307. Cancellation shall be effective at the end of the calendar quarter in which we receive such cancellation notice, subject to our post-Term Exploitation Period and collection rights and the rules and regulations of the relevant performance, licensing and other collection rights organizations. Registration fees are non-refundable once paid, however, and you are solely responsible for all charges, fees, duties, taxes, and assessments arising out of any use of your Songtrust account by you or anyone else using your account. If you fail, or Songtrust suspects that you have failed, to comply with any of the provisions of this agreement, Songtrust, at its sole discretion, without notice to you may terminate this agreement and/or your

account, in which case you will remain liable for all amounts due under your account up to and including the date of termination. We may also terminate the Term if we no longer provide the Services or for any other reason. After the Term and Exploitation Period, we shall continue to have the right to collect all income payable in respect of exploitations of the Compositions that was earned during or before the Term and/or Exploitation Period. We will continue to account to you for all such income.

CHANGES

Songtrust reserves the right at any time to modify this agreement and to impose new or additional terms or conditions on your use of the Service. We will inform you of any proposed modifications (e.g., by e-mail or through your account page on the Site) and you may terminate the Term of this agreement if you do not wish to accept them. Otherwise, such modifications and additional terms and conditions will be deemed accepted and incorporated into this agreement.

WARRANTIES AND INDEMNIFICATION.

You hereby warrant and represent to Songtrust as follows:

1. You are at least eighteen (18) years of age and, if you are entering into this agreement on your own behalf as a songwriter, are not currently signed to an exclusive songwriter, co-publishing, administration or other agreement regarding Your Interest in any Compositions or your songwriting services.
2. All registration information and other information you submit to Songtrust is and will remain truthful and accurate. You will notify us promptly if any information changes or needs to be updated. In the event we are put on notice with respect to a discrepancy or any inaccuracy with respect to information provided in the Registration, we shall have the right to suspend payments generated in connection with the Compositions in question until the discrepancy or inaccuracy is resolved to our reasonable satisfaction, without limitation of our indemnity rights as set forth below.
3. You have and shall continue to have the full right, capacity, power and authority to enter into and fully perform this agreement. Without limiting the foregoing, no consent of any third party is required, nor shall it be required, in order to effectuate the grant of rights made to Songtrust under this agreement, or Songtrust's enjoyment of such rights and the proceeds thereof as contemplated hereunder.
4. Neither the music, title, lyrics or other material comprising the Compositions nor any part thereof is or shall be a copy of any other copyrighted work, or infringes or shall infringe upon any statutory or common law rights of any third party; or violates or shall violate any statutory or common law. Without limiting the foregoing, no Composition embodies a "sample," "interpolation," arrangement, or other portion of a musical composition owned or controlled by a third party.
5. The Compositions are and shall be free from any adverse claims, liens or encumbrances of any kind by any person or entity.
6. Songtrust shall not be required to make any payments of any nature for, or in connection with, the exploitation of the Compositions except as specifically set forth herein.
7. You will not abuse, interfere or attempt to interfere with the proper working of the Site or our Services or any transaction conducted on Site and will not take any

action that imposes an unreasonable or disproportionately large load on the Site's infrastructure.

8. You shall at all times defend, indemnify and hold harmless Songtrust and its affiliates and their respective members, employees, affiliates, attorneys, representatives, agents, licensees and distributors (collectively, the "Other Indemnitees") from and against any and all demands and/or claims by third parties and resulting damages, liabilities, losses, costs and expenses, including actual out-of-pocket legal expenses and reasonable counsel fees, arising out of any alleged breach or breach by you of any warranty, representation or agreement made herein, or pertaining to any act, error or omission committed by you or any person or entity acting on your behalf (or on whose behalf you are acting) or under your direction or control. You will reimburse Songtrust and the Other Indemnitees, on demand, for any payment made at any time after the date hereof in respect of any liability or claim for which Songtrust or the Other Indemnitees are entitled to be indemnified, or Songtrust may elect to deduct any such payments from all sums otherwise due you hereunder.

COPYRIGHT INFRINGEMENT

Songtrust takes alleged copyright infringement seriously. If you believe that any information or material on our Site infringes upon your copyrighted work, please send our Copyright Agent an e-mail or other written notice that includes the following information: (a) an electronic or physical signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed; (c) a description of where the material that you claim is infringing is located on the Site; (d) your address, telephone number, and e-mail address; (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (f) a statement by you, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. As an accommodation to you, we may attempt to resolve any discrepancy on your behalf and with your direction and approval but we are not acquiring the right to enforce your copyrights on your behalf via any legal methods and any such actions shall be handled by you directly and at your sole cost and expense.

All copyrights in and to the Site (including the compilation of content, postings, links to other Internet resources, and descriptions of those resources) and related software are owned by Songtrust and/or its licensors, who reserve all their rights in law and equity. THE USE OF THE SITE OR ANY PART OF THE SERVICES, EXCEPT AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES.

Our Copyright Agent for notice of claims of copyright infringement on the Site is:

Andrew Bergman, Chief Operating Officer
ST Music LLC
485 Broadway, 3rd Floor

0022174.6



New York, NY 10013
Email – legal@songtrust.com

MISCELLANEOUS

IN NO EVENT WILL SONGTRUST BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SITE OR THE SERVICE, EVEN IF SONGTRUST IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SONGTRUST'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO SONGTRUST FOR THE SERVICES. THE SITE, THE SERVICES AND THE CONTENT ARE PROVIDED "AS-IS" AND THE COMPANY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SONGTRUST CANNOT GUARANTEE AND DOES NOT PROMISE ANY REVENUE OR OTHER SPECIFIC RESULTS FROM USE OF THE SITE AND/OR THE SERVICES. TO THE EXTENT THESE DISCLAIMERS AND LIMITATIONS ARE LIMITED BY APPLICABLE LAW, THEY SHALL OTHERWISE APPLY TO THE FULLEST EXTENT OF SUCH LAW.

This agreement, together with the Songtrust privacy policy, terms of use applicable to the Site generally, and the Registration, sets forth the entire understanding between Songtrust and you regarding the Site and Services. We may assign or delegate this agreement or any or all of our rights and obligations hereunder to one or more third parties without notice to you. No waiver of any provision or default under this agreement shall affect either party's rights thereafter and no waiver by either party shall be deemed a continuing waiver. Except as expressly set forth herein, neither party has made or makes any representations or warranties, express or implied, with respect to any matter contained in this agreement or with respect to the making of this agreement, all of which are expressly disclaimed. If any clause, sentence, paragraph or part of this agreement or the application thereof to any person, shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall be limited and confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy and shall not effect the remainder of the agreement.

You acknowledge that any exploitation of the Compositions is speculative and that Songtrust cannot guarantee that the Compositions will be exploited at all or that any Net Sums will be generated or earned hereunder. You waive all claims and warrant, represent and agree that you will not make any claim, nor will any liability be imposed upon Songtrust based upon a claim, that more Net Sums could have been generated or better business achieved than that which was actually generated or achieved by Songtrust and/or its licensees.

Songtrust does not guarantee, represent, or warrant that your use of the Site or Services will be uninterrupted or error-free, and you agree that from time to time Songtrust may suspend the Site and Services for indefinite periods of time for technical maintenance or upgrade or otherwise, or may cancel the service at any time, without notice to you. The functions and features of the Site and Service are subject to change without notice.

Your use of the Site and Service includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR REGISTRATION AND ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR THE SERVICES. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS.

Songtrust®, the Songtrust logo, and other Songtrust trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of ST Music LLC in the U.S. and/or other countries. Any other trade- or service marks referenced belong to their respective owners. You are granted no right or license with respect to any of the foregoing.

This agreement is entered into in the State of New York, U.S.A., and shall be construed in accordance with the laws of said state applicable to contracts to be wholly performed therein, without reference to any conflict of laws principles. The Courts located in New York County, New York (State and federal), shall have sole and exclusive jurisdiction over any controversies arising out of, or in connection with this agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York County.

DEFINITIONS

“Exploitation Period” for a Composition shall mean the later of (a) the end of the Term or (b) one (1) year after you submit the same to us. For example, if you submit a Composition on January 1st and the Term ends on February 1st of that year, then the Exploitation Period for that Composition shall continue until December 31st of that year.

“Registration” shall mean the online registration that you are required to complete in order to become a Songtrust member.

“Services” shall mean the music publishing administration services provided to you by Songtrust in each applicable Territory as selected by you during Registration (or updated by you from time to time during the Term via the Site).

“Site” shall mean songtrust.com, blog.songtrust.com and any and subdomains and other Songtrust-branded web-based properties (and mobile apps or other mobile versions of same) owned and operated by Songtrust.

“Term” shall commence upon the date of your registration (your submission of a complete Registration and payment of the applicable registration fee) and shall continue (a) through the end of the calendar quarter during which we receive your valid cancellation notice in accordance with the provisions in the “Cancellation” section above or (b) until we terminate the Term as provided above.

“Territory” shall mean the universe, unless you opt-out of one or more specific countries or territories as to Your Interest in some or all Compositions as may be permitted via the Site from time to time (in which case, the “Territory” shall mean all countries and/or territories from which you have not expressly opted-out as to Your Interest in the applicable Compositions).