

SUBMIT YOUR MUSIC HERE

PLEASE INCLUDE ALL LEGAL NAMES AND/OR ORGANIZATIONS. THIS WILL BE WHAT IS PUBLISHED AND SHOWN INTERNATIONALLY. ASK YOUR ARTISTS AND REPERTOIRE REPRESENTATIVE FOR ANY ROYALTY, PUBLISHING, AND LICENSING DETAILS. WE ARE CURRENTLY NOT RESPONSIBLE FOR ANY MARKETING, PR, OR INTERNAL MANAGEMENT OF ARTISTS OR RECORD LABELS SHY OF WHAT OUR A&R DEPARTMENT HANDLES. BARE WITH US. OUR WEBSITE IS CURRENTLY UNDER CONSTRUCTION AND MAY TAKE SOME TIME BEFORE YOU ARE ABLE TO MANAGE YOUR ACCOUNTS YOURSELVES. THANK YOU FOR UNDERSTANDING.

* Indicates required question

OFFICE USE ONLY

DO NOT FILL THIS SECTION OUT.

1. A&R

Mark only one oval.

- ☐ ALEX DUONG
- ☐ CAROLINE ESTRADA
- ☐ OCTAVIO DUENAS
- ☐ BRANDON WILLIAMS

2. STATUS

Mark only one oval.

- ☐ SUBMITTED
- ☐ PENDING
- ☐ ERROR

3. TYPE

Mark only one oval.

☐ LABEL / PUBLISHER

☐ ARTIST / GROUP

4. ARTIST TYPE

Mark only one oval.

☐ HUMAN

☐ A.I.

5. PLAN

Mark only one oval.

☐ PRO (DISTRIBUTION & LICENSING)

☐ STANDARD (DISTRUBUTION)

6. ROYALTY TYPE

Mark only one oval.

☐ LTIP

☐ STIP

☐ AIIP

TRACK DETAILS

MAKE SURE EVERYTHING IS ACCURATE. IF THERE'S A MISTAKE IT MAY DELAY YOUR RELEASE.

7. **RELEASE DATE ***

Example: January 7, 2019

8. **ARTIST ***

9. **SONG TITLE ***

10. **ADDITIONAL ARTIST(S) ***

Mark only one oval.

- ☐ NONE
- ☐ PRIMARY ARTIST
- ☐ FEATURE
- ☐ PRODUCER
- ☐ REMIXER
- ☐ PRODUCTION & ENGINEERING
- ☐ Other:

11. PRODUCTION & ENGINEERING DETAILS *

Mark only one oval.

- ☐ NONE
- ☐ MASTERING ENGINEERING
- ☐ MIXING ENGINEER
- ☐ RECORDING ENGINEER
- ☐ ADDITIONAL ENGINEER
- ☐ ADDITIONAL PRODUCER
- ☐ ART PRODUCTION
- ☐ AUDIO PROCESSING
- ☐ AUDIO RESTORATION
- ☐ AUDIO TECHNICIAN
- ☐ COMPIATION PRODUCER
- ☐ CO-PRODUCER
- ☐ COVER ART
- ☐ COVER PHOTOGRAPHY
- ☐ CREATIVE DIRECTOR
- ☐ DRUM TECHNICIAN
- ☐ BASS TECHNICIAN
- ☐ KEYBOARD TECHNICIAN
- ☐ GUITAR TECHNICIAN
- ☐ FILM PRODUCER
- ☐ POST PRODUCTION DIRECTOR
- ☐ SCORE PRODUCER

- ☐ SOUND DESIGN
- ☐ VOCAL PRODUCER
- ☐ VIDEO EDITOR

12. **ADDITIONAL ARTIST(S) NAMES ***

Mark only one oval.

- ☐ NONE
- ☐ Other:

13. **PRIMARY ARTIST(S) LOCATION (COUNTRY, STATE/PROVINCE) ***

14. **LYRICIST(S) ***

Mark only one oval.

- ☐ NONE
- ☐ Other:

15. **COMPOSER(S) ***

Mark only one oval.

- ☐ NONE
- ☐ Other:

16. **RECORD LABEL ***

Mark only one oval.

☐ NONE

☐ Other:

17. **COMPOSITION TYPE ***

Mark only one oval.

☐ COVER

☐ ORIGINAL COMPOSITION

☐ PUBLIC DOMAIN

☐ REMIX

18. **TYPE OF RELEASE ***

Mark only one oval.

☐ SINGLE

☐ ALBUM

☐ SOUNDTRACK

☐ SAMPLE PACK

19. **PARENTAL ADVISORY ***

Mark only one oval.

☐ YES

☐ NO

20. **RECORDING DETAILS ***

Mark only one oval.

☐ LIVE

☐ STUDIO

21. **AVAILABLE FOR SALE ***

Mark only one oval.

☐ YES

☐ NO

22. **AVAILABLE FOR STREAMING ***

Mark only one oval.

☐ YES

☐ NO

23. **TRACK LENGTH ***

24. **ISRC REQUESTED ***

Mark only one oval.

☐ YES

☐ NO

25. **LANGUAGE OF LYRICS ***

Mark only one oval.

☐ NONE

☐ Other:

26. **SONGWRITER % (UP TO 100%) ***

Mark only one oval.

☐ NONE

☐ Other:

27. **COMPOSER % (UP TO 100%) ***

Mark only one oval.

☐ NONE

☐ Other:

28. **PUBLISHER ***

Mark only one oval.

☐ PLAN B PUBLISHING

☐ Other:

29. **IS THIS TRACK LONGER THAN 10 MINUTES? ***

Mark only one oval.

☐ YES

☐ NO

30. **WILL THIS TRACK REQUIRE MASTERING? ***

Mark only one oval.

☐ YES

☐ NO

31. **WILL THIS TRACK REQUIRE ARTWORK? ***

Mark only one oval.

☐ YES

☐ NO

32. **DOES THIS TRACK CONTAIN ANY A.I. ELEMENTS OR MATERIALS? ***

Mark only one oval.

☐ YES

☐ NO

33. **IF THIS TRACK CONTAINS A.I. ELEMENTS AND MATERIALS, WHAT PERCENTAGE DOES IT CONTAIN? ***

Mark only one oval.

☐ 0%

☐ Other:

34. **IF THIS TRACK CONTAINS A.I. ELEMENTS AND MATERIALS, DO YOU AGREE TO AN ADJUSTED ROYALTY STRUCTURE? (IF NOT YOUR TRACK WILL NOT BE ELIGIBLE) ***

Mark only one oval.

☐ YES

☐ NO

35. **WILL YOU NEED A SAMPLE CLEARANCE? ***

Mark only one oval.

☐ YES

☐ NO

36. **IF YOU HAVE SAMPLES CHOPPED, LOOPED, OR OTHERWISE COMPLIMENTING THE SUBMISSION PLEASE STATE THE TITLE AND ARTIST NAME OF THE ORIGINAL SAMPLE?** *

Mark only one oval.

☐ NONE

☐ Other:

37. **NAME 3 GENRES YOU IDENTIFY WITH (CHOOSE 5 MAX) ***

Check all that apply.

☐ Option 1

38. **WHAT IS YOUR MOOD/STYLE ***

39. **FAMOUS ARTISTS YOU SOUND LIKE (CHOOSE 3) ***

ARTWORK, AUDIO & VIDEO UPLOAD

THIS WILL BE WHAT IS USED FOR LICENSING, DISTRIBUTION, AGGREGATOR MARKETING. 1GB LIMIT PER SUBMISSION.

USE HIGH-QUALITY WAV OR FLAC FILES (PREFERRED), OR MP3S, ENCODED AT 44.1 KHZ SAMPLE RATE AND 16-BIT DEPTH, WITH STEREO CHANNELS; MP3S SHOULD BE 128-320 KBPS, AND ENSURE FILE NAMES USE ONLY LETTERS, NUMBERS, HYPHENS, AND UNDERSCORES, AVOIDING SPECIAL CHARACTERS TO PREVENT UPLOAD ISSUES. 1 TRACK MAXIMUM PER SUBMISSION.

SPOTIFY CANVAS REQUIRES 3-8 SECOND, 9:16 VERTICAL VIDEO (MP4/JPG), AT LEAST 720PX TALL, FOCUSING ON MOVEMENT WITHOUT LYRICS OR ARTIST NAMES, AVOIDING FAST CUTS, TO LOOP VISUALLY AND BOOST ENGAGEMENT. ARTISTS USE THEIR SPOTIFY FOR ARTISTS ACCOUNT TO UPLOAD THESE ENGAGING, SHORT VIDEO CLIPS THAT PLAY DURING SONG STREAMS AND ENHANCE LISTENER EXPERIENCE.

REGARDING ARTWORK, YOU NEED A SQUARE, HIGH-RES (3000X3000PX IDEAL, 1400X1400PX MIN), RGB, JPG/PNG/GIF (<25MB) IMAGE WHERE TEXT (ARTIST/TITLE) EXACTLY MATCHES METADATA, AVOIDING URLS, SOCIAL ICONS, BARCODES, OR ANYTHING ILLEGAL/EXPLICIT; LOW-QUALITY, BLURRY, OR COPYRIGHTED ART GETS REJECTED, SO ENSURE CLARITY AND PROPER OWNERSHIP.

40. **SUBMIT AUDIO ***

Files submitted:

41. **SUBMIT ARTWORK ***

Files submitted:

42. **SUBMIT VIDEO**

Files submitted:

ADMIN DETAILS

THIS SECTION REQUIRES YOUR ACKNOWLEDGMENT REGARDING ADMINISTRATIVE PUBLISHING OPTIONS THAT ARE AVAILABLE TO YOU AND MAY IMPACT YOUR SUBMISSION. ALL OPTIONS AVAILABLE WILL BE COLLECTED ON YOUR BEHALF AND PAID THROUGH US. ROYALTY & LICENSING DETAILS ON EACH ARTIST, RECORD LABEL OR PUBLISHING COMPANY MAY DIFFER. PLEASE ASK YOUR A&R.

THESE ARE OUR DISTRIBUTION PARTNERS: 7DIGITAL, AMAZON MUSIC, AMI, ANGHAMI, APPLE ITUNES, AUDIBLE MAGIC, AWA, BOOMPLAY, DEEZER, HUNGAMA, IHEARTRADIO, IMUSICA, INPRODICON, KDIGITAL, KKBOX, KUACK, LISSEN, NETEASE CLOUD MUSIC, NUUDAY, PANDORA, PELOTON, QOBUZ, SAAVN, SLACKER RADIO, SPOTIFY, TENCENT MUSIC ENTERTAINMENT (TME), TIDAL, TREBEL, TUNED GLOBAL, YOUTUBE MUSIC. **IF YOU DON'T WANT YOUR AUDIO DISTRIBUTED BY ANY ONE OF THESE PARTNERS PLEASE LET YOUR A&R KNOW.**

43. FOR SONGWRITERS *

Mark only one oval.

☐ COLLECT MECHANICAL ROYALTIES

☐ OPT OUT

44. FOR ARTIST *

Mark only one oval.

☐ EARN DIGITAL PERFORMANCE MONEY

☐ OPT OUT

45. COLLECT TIKTOK MONEY *

Mark only one oval.

☐ YES

☐ NO

46. FOR BOTH ARTISTS & SONGWRITERS *

Mark only one oval.

- ☐ COLLECT SYNC-LICENSING ROYALTIES
- ☐ OPT OUT

47. COLLECT FACEBOOK & INSTAGRAM MONEY *

Mark only one oval.

- ☐ YES
- ☐ NO

48. COLLECT YOUTUBE MONEY *

Mark only one oval.

- ☐ YES
- ☐ NO

49. DISTRIBUTION OPTIONS *

Mark only one oval.

- ☐ DOWNLOADS
- ☐ STREAMING SERVICES
- ☐ DOWNLOADS + STREAMING SERVICES
- ☐ DO IT ALL. EVEN UNPAID
- ☐ OPT OUT

50. **POST YOUR ARTIST ID FOR ALL DISTRIBUTION PARTNERS THAT YOU ARE ^{*} ALREADY ESTABLISHED WITH (IF YOU HAVE NONE WRITE N/A AND WE'LL MAKE ONE)**

51. **TERRITORY RESTRICTIONS ^{*}**

Mark only one oval.

☐ SELL MY MUSIC AROUND THE WORLD

☐ Other:

52. **WILL YOU REQUIRE COPYRIGHT PROTECTION? ^{*}**

Mark only one oval.

☐ YES

☐ NO

53. **WILL YOU REQUIRE SOUND EXCHANGE? ^{*}**

Mark only one oval.

☐ YES

☐ NO

54. ARE YOU PHYSICALLY DISTRIBUTING YOUR TRACK? *

Mark only one oval.

- ☐ YES
- ☐ NO
- ☐ I WILL IN THE FUTURE

55. PERFORMING RIGHTS ORGANIZATIONS *

Mark only one oval.

- ☐ BMI
- ☐ ASCAP
- ☐ NONE
- ☐ Other:

56. IPI/CAE NUMBER *

LEGACY DETAILS

THIS SECTION EXPLORES THE FUTURE. PLEASE STATE ALL LEGAL NAMES AND ORGANIZATION INCLUDING ANY INHERITANCE DETAILS.

57. **DO YOU HAVE A TRUST OR ACTIVE CORPORATION IN PLACE TO RECEIVE MUSIC RIGHTS? ***

Mark only one oval.

☐ YES

☐ NO

58. **IN CASE OF DEATH WHO WILL INHERIT YOUR CATALOG? ***

Mark only one oval.

☐ PLAN B PUBLISHING

☐ Other:

59. **DO YOU OWN YOUR OWN MASTERS? ***

Mark only one oval.

☐ YES

☐ NO

☐ Other:

60. **ARE YOU SELLING YOUR CATALOG ANYTIME SOON? ***

Mark only one oval.

☐ YES

☐ NO

61. **ARE YOU BUY A CATALOG ANYTIME SOON? ***

Mark only one oval.

☐ YES

☐ NO

62. **WOULD LIKE US TO HANDLE ANY LICENSING DISPUTES ON YOUR BEHALF? ***

Mark only one oval.

☐ YES

☐ NO

63. **OPT IN FOR OUR A&R LEGACY PROGRAM (WHICH ALLOWS OUR A&R'S TO SUPPORT AND ASSIST YOUR PROJECTS FROM A-Z) ***

Mark only one oval.

☐ YES

☐ NO

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DIGITAL DISTRIBUTION ADDENDUM

Last Updated: 05 August, 2023

Welcome to the Plan B Publishing Digital Distribution Addendum between you and Plan B Publishing. This Digital Distribution Addendum is part of and incorporates the terms of the Plan B Publishing Artist Agreement, and contains additional terms and conditions under which Plan B Publishing offers the Digital Download and Distribution Service and the Digital Performance Rights Administration Service.

1. ADDITIONAL AUTHORIZATION:

While selling Your Content on the Website is nonexclusive (meaning you have the right to sell your music and videos directly), the rights granted by you to us under this Digital Distribution Addendum are exclusive with respect to serving as your authorized representative for distributing Your Content to third party distributors for online redistribution, because online retailers (e.g., iTunes, Amazon, etc.) will refuse content that may be delivered by multiple parties.

2. ADDITIONAL GRANT:

In addition to the rights granted in the Plan B Publishing Artist Agreement, you hereby grant to us the exclusive right (as explained below), and to our Licensees the nonexclusive right, during the Term and throughout the Authorized Territory, to:

- **(a)** Reproduce, supply, publicly perform, communicate to the public, make available, publicly display, promote, sell, distribute, synchronize (for use on Licensee platforms) and deliver Your Content and Art Tracks as Digital Masters to purchasers and resellers who may use such Digital Masters in accordance with usage rules approved by us and pursuant to any limitations imposed by your distribution preferences (e.g., only Digital Master Sales);
- **(b)** Use and authorize others to license the use and sale of Your Content and Art Tracks in connection with all manner of phone services, such as, but not limited to, sales or licenses of Your Content as downloads (including, without limitation, downloads to cell phones) and for use as ringtones (including mastertones) and ringback tones;
- **(c)** Reproduce, distribute, market, publicly perform, promote, sell and deliver Your Content as Digital Masters or otherwise, including, without limitation, by
 - **(i)** allowing the burning of compact disc and DVD copies of any of Your Content (to the extent not expressly prohibited by you),
 - **(ii)** delivering, reproducing and publicly performing Your Content on a through-to-the-audience basis on physical devices (e.g. digital jukeboxes) and
 - **(iii)** transmitting, storing, downloading, and subsequently retrieving Your Content to and on digital storage devices, including smartphones and other devices (e.g., iPods, USB drives, digital jukeboxes etc.);
- **(d)** Use and authorize others to allow copies of Your Content to be distributed as so-called "conditional" downloads, whether tethered to a device, time limited, play limited or otherwise;
- **(e)** "Stream" and authorize others to "stream" Your Content on-demand as part of an Internet radio service, on a multichannel video programming distribution service, or via

any other interactive distribution platform or technology, whether now known or hereafter developed, or as part of a noninteractive service;

- **(f)** Modify, alter, adapt, transform, remix and otherwise create derivative works of Your Content alone or in combination with other sounds and sound recordings (e.g. DJ mixes), including by means of
 - **(i)** recombination and manipulation of Your Content to produce a new or modified sound recording,
 - **(ii)** mashups that combine elements of Your Content with other sound recordings to produce a new or modified sound recording,
 - **(iii)** compilations and playlists of Your Content that produce new or modified sound recordings, and/or
 - **(iv)** the addition of new musical and other performances to Your Content to produce new or modified sound recordings (created on, after or before the date hereof), including by changing the tempos, melodies, rhythm, lyrics and harmonies thereof;
- **(g)** Reproduce, distribute, and publicly display visual elements of Your Content (e.g., album cover artwork, images, etc.) in connection with the promotion, advertisement, sale, and distribution of Your Content as contemplated in this Agreement;
- **(h)** Create and authorize others to create fingerprints of Your Content for purposes of audio recognition, which shall remain the property of Plan B Publishing and/or its third party partners; and
- **(i)** Use and authorize others to license the use of any album related artwork, photos, liner notes, metadata and other material related to, but not including, your sound recordings and video content that you have provided to Plan B Publishing in perpetuity; and
- **(j)** Fully sublicense (through single or multiple tiers) any of the foregoing rights or any of the other rights that Plan B Publishing or Licensees are authorized to exercise pursuant to this Agreement.

3. PAYMENTS TO YOU:

- **(a)** Wholesale rates. For digital content resold through our Licensees (including, by way of example and not limitation, iTunes, Amazon.com, eMusic, Rhapsody, and other partners), we will pay you an amount equal to ninety-one percent (91%) of the net wholesale price actually received by us from our Licensees for the sale or other licensed uses of your Digital Masters (the "License Fee") net of Tax. Distribution fees owed to Plan B Publishing by any entity with whom Plan B Publishing has entered into a contractual relationship that are not received or collected by Plan B Publishing (e.g., as a result of the other party's failure to perform under a contract) are not included within the calculation set forth in this Section4(a).
- **(b)** Payment Terms. Plan B Publishing will make payment to you in accordance with the policies and procedures set forth in Artist Agreement

64. **DO YOU AGREE?** *

Mark only one oval.

☐ YES

☐ NO

SYNC DISTRIBUTION ADDENDUM

Last Updated: 5 August, 2023

Welcome to the Plan B Publishing Sync Distribution Addendum between you and Plan B Publishing. This Sync Distribution Addendum ("Sync Distribution Addendum") is part of and incorporates the terms of the Plan B Publishing Artist Agreement, and contains additional terms under which Plan B Publishing offers the Sync Distribution Service. To the extent that there is any conflict between the terms of this Sync Distribution Addendum and any term(s) (a) in the Plan B Publishing Artist Agreement (including any other Addenda), and/or (b) in the Terms of Service, the terms of this Sync Distribution Addendum will control.

1. ADDITIONAL AUTHORIZATION.

As further described below, this Addendum allows us to provide Your Authorized Content (defined below) to our Licensees that specialize in licensing sound recordings (and the musical works embodied therein) for a variety of contexts, including film, television, video games, websites, multimedia, user-generated content, and various application programming interface ("API") services.

Please keep in mind that, although you may have defined the Authorized Territory for the use of Your Authorized Content for other purposes (e.g., for purposes of the Digital Download and Distribution Service), all licenses and authorizations granted, and all representations, warranties, undertakings and covenants made by you under this Sync Distribution Addendum are for uses and exploitations throughout the universe.

You understand and agree that it is your responsibility to register the musical work(s) (i.e., the music and lyrics) embodied in each sound recording of Your Authorized Content with Performing Rights Organizations to collect the local publisher share or any writer share royalties for the licensed performance, and that failure to register the musical work(s) may result in Your Authorized Content to be ineligible for use under this Addendum.

2. ADDITIONAL DEFINITIONS.

For the purposes of this Sync Distribution Addendum, the following capitalized terms shall have the following meanings:

- **(a) "Album Artwork Videos"** means videos where album artwork constitutes all or part of the visual element.
- **(b) "Authorized Term"** has the meaning set forth in Section 5 of this Sync Distribution Addendum.
- **(c) "Gross Revenues"** means all license fees, revenues, or other consideration (including barter transactions) paid or payable to a Licensee for any licensed use of Your License Content pursuant to the provisions of this Addendum.
- **(d) "New Media Project"** means a production or project which makes use of new media or multimedia platforms, including website-music, animations and presentations, videos, slideshows, PowerPoint presentations, online or mobile video sharing, so-called apps (including app-games), and web-based online video games, but not any productions or projects that might be deemed to be for traditional distribution channels or platforms, such as traditional broadcast television, theatrical release, or DVDs/CDs (except for the limited number of copies described in Section 3(f) herein).

- **(e)** “UGC Networks” means, without limitation, YouTube, Facebook, and such other services that permit user-generated content to be uploaded to the service; but only to the extent that Plan B Publishing has entered into a written agreement with a Licensee specifically authorizing such other online video services.
- **(f)** “Your Authorized Content” means the sound recordings, including the musical and/or literary works embodied in such sound recordings, and any album-related artwork, photos, liner notes, metadata and other material related to your sound recordings that you have provided to Plan B Publishing and that you elect in your Plan B Publishing Account to make available pursuant to this Sync Distribution Addendum. Any such sound recordings (and the musical works embodied therein), artwork, photos, liner notes, metadata, or other materials must be owned or controlled by you and/or have been cleared by you for all purposes and rights granted and authorized under this Sync Distribution Addendum. For the avoidance of doubt, Your Authorized Content includes each sound recording and the musical work(s) (i.e., the music and lyrics) embodied in each sound recording, and any copy or copies of Your Authorized Content in digital form, whether created by you or Plan B Publishing.

3. ADDITIONAL GRANT.

In addition to the rights granted in the Plan B Publishing Artist Agreement, you hereby grant to Plan B Publishing the nonexclusive, sublicensable right, and to our designated Licensees the nonexclusive right, to:

- **(a)** reproduce and distribute Your Authorized Content in any and all media whether now or hereafter known or devised and by any and all technologies and means of digital delivery whether now or hereafter known or devised;
- **(b)** synchronize, perform (including public and private performance), display, communicate to the public, reproduce, deliver, transmit, license others to perform, and/or otherwise use Your Authorized Content, including the underlying musical work(s) and compositions, for profit or otherwise, in connection and/or in timed relation with any and all media, and by any means, now known or hereafter devised, including, without limitation films, videos, television programs (including cable and digital cable), advertisements, games, background music, corporate projects/works, video blogs, and merchandise, New Media Projects, and to exploit Your Authorized Content in any and all online or mobile media;
- **(c)** make, publicly perform (including public performance), synchronize, display, communicate to the public, reproduce, deliver, and transmit a musical arrangement from Your Authorized Content to the extent necessary to exercise the rights granted herein without changing the basic melody, fundamental character or the lyrics of the composition, which arrangement will not be considered a “derivative work” by law;
- **(d)** publicly perform, communicate to the public, publicly display, reproduce and distribute, without payment to you (or any third party, including any collection society(ies)) Your Authorized Content (including by way of offering permanent digital copies, full-length streaming transmissions, or both), through any online or mobile stores or other services operated by a Licensee, for purposes of permitting a Licensee’s customers to preview Your Authorized Content for potential licensed use(s);
- **(e)** publicly perform, communicate to the public, publicly display, reproduce and distribute, without payment to you (or any third party, including any collection society(ies)) Your Authorized Content for promotional purposes by way of full-length

streaming transmissions, except that, in the case where such promotional streaming transmissions are not being accessed on a website or application of an online or mobile store or service offered by a Licensee, the streaming transmissions will be limited to (90) seconds in duration;

- **(f)** specifically as to New Media Projects, make a limited number of physical reproductions (e.g., DVD, CD) of the Licensed Content in each New Media Project in which Your Authorized Content is used, not to exceed 100;
- **(g)** reproduce, distribute, publicly display, communicate to the public, and/or otherwise use, and authorize others to reproduce, distribute, publicly display, communicate to the public and/or otherwise use, the names and approved likenesses of, and biographical material concerning any artists, bands, producers and/or songwriters, as well as track and/or album name, and all artwork related to your sound recordings, or musical works, in connection with the use of Your Authorized Content;
- **(h)** exercise or grant those rights which are not expressly granted under this Sync Distribution Addendum, but which may be reasonably necessary for Licensees or customers of a Licensee to have in furtherance of the intended purposes of this Sync Distribution Addendum; and
 - **(i)** fully sublicense (through single or multiple tiers) any of the foregoing rights or any of the other rights that Plan B Publishing or Licensees are authorized to exercise pursuant to this Sync Distribution Addendum. You understand and agree that the foregoing rights include the rights to allow Licensees and their customers and users to synchronize Your Authorized Content in timed relation to any and all media and to perform, reproduce, and otherwise transmit such media embodying Your Authorized Content on UGC Networks.

For the avoidance of doubt, you understand and agree that Plan B Publishing shall have sole discretion over the Licensees to be granted sublicenses pursuant to this Addendum.

4. TERM.

The term of this Sync Distribution Addendum ("Authorized Term") commences on the date on which you clicked the "I Agree" button related to this Sync Distribution Addendum and will continue unless and until terminated. If you wish to terminate the Authorized Term, you must provide us with written notice at notice@cdbaby.com. Within seven (7) business days of our receipt of your Termination Notice we shall advise Licensees that they are no longer authorized to exercise the rights granted as to Your Authorized Content pursuant to this Sync Distribution Addendum. If a Licensee fails to discontinue further licensing of Your Authorized Content following receipt of a notification of termination of a license, you shall remain solely responsible for enforcing the removal of Your Authorized Content from any Licensees' websites and services; provided, however, that Plan B Publishing may, in its sole and absolute discretion, continue to assist you to effectuate the removal of Your Authorized Content from Licensees' websites and services. You hereby agree that you shall have no claims or causes of action, including, but not limited to, for monetary damages or injunctive relief, against Plan B Publishing for any third party's unauthorized use of your licensed content. However, any licenses that, during the Authorized Term, shall have been issued by a Licensee, or by a customer of a Licensee, for the use of any of Your Authorized Content as permitted in this Sync Distribution Addendum, shall continue and remain in full force and effect, it being agreed that the term of any such licenses shall be separate and apart from the Authorized Term and will, accordingly, survive termination of the Authorized Term. Provisions of this Sync Distribution Addendum, which, by their nature or sense, are intended to survive the

termination of the Authorized Term, such as, but not limited to, the provisions in Sections 5, 6, 7, 8, 9, 10 and, 11, will survive the termination of the Authorized Term.

5. PAYMENT.

For exploitation of Your Authorized Content pursuant to the rights granted in this Sync Distribution Addendum, we will pay you an amount equal to twenty percent (20%) of the gross amount attributable to the use of Your Authorized Content and actually received by us from our Licensees for the licensed uses of Your Authorized Content, less all actual and reasonable non-overhead costs or expenses paid or incurred by or on behalf of Plan B Publishing in connection with the administration and exploitation of Your Authorized Content, the performance of this Agreement and the collection of income, including, without limitation audit fees, collection expenses, third party fees, and any taxes required to be deducted (the "Sync Fees"). Distribution fees owed to Plan B Publishing by any entity with whom Plan B Publishing has entered into a contractual relationship that are not received or collected by Plan B Publishing (e.g., as a result of the other party's failure to perform under a contract) are not included within the Sync Fees or Content ID Fees. Plan B Publishing will make payment to you in accordance with the policies and procedures set forth in the Artist Agreement.

6. THIRD PARTY CLEARANCES.

- **(a) Third Party Clearances.** You are responsible for obtaining and paying for any and all clearances or licenses required throughout the universe for the use of Your Authorized Content. Without limiting the generality of the foregoing, you shall be responsible for and shall pay
 - **(i)** any royalties and other sums due to artists (featured and nonfeatured), authors, coauthors, copyright owners and co-owners, producers, engineers, and any other record royalty participants from sales or other uses of Your Content,
 - **(ii)** all mechanical royalties or other sums payable to music publishers and/or authors or coauthors of musical compositions embodied in Your Authorized Content from sales or other uses of Your Authorized Content,
 - **(iii)** all payments that may be required under any collective bargaining agreements applicable to you or any third party (e.g., to unions or guilds such as AFM or AFTRA), and
 - **(iv)** any other royalties, fees, and/or sums payable with respect to Your Authorized Content or other materials provided by you to us. You agree that the amount payable to you is inclusive of any so-called artist royalties that might otherwise be required to be paid for sales or exploitations pursuant to the applicable laws of any jurisdiction and for any public performances, public displays, or communications to the public of the sound recordings and musical works constituting Your Authorized Content. To the extent permitted by law, you hereby waive any so-called moral rights in Your Authorized Content applicable under the laws of any jurisdiction.
- **(b) Notification of Collection Societies.** If any portion of Your Authorized Content is now or in the future administered in any territory(ies) by any performance rights society, or any other collection society, you will be responsible for ensuring that such collection societies are notified of this Agreement, and of any other agreements or activities related to this Sync Distribution Addendum, in accordance with any obligations that may be applicable (e.g., obligations under agreements that relate to such collection societies' administration of public performance rights in Your Authorized Content).

- **(c)** Subject to the immediately succeeding sentence, and, except as expressly provided in this Sync Distribution Addendum, any Licensees shall have no right under this Sync Distribution Addendum to grant a free license for the public performance of any of your musical works embodied in Your Authorized Content to any party that is a licensee of a performing rights organization authorized to license your musical works as of the date such party obtains a license from a Licensee. The restrictions set forth in the foregoing sentence do not apply in the case of licenses for the public performance of any of the musical works embodied in Your Authorized Content where the applicable license shall have been issued for any New Media Project use.

7. REPRESENTATIONS AND WARRANTIES BY YOU.

You represent and warrant to us that:

- **(i)** you have the full right, power, and authority to act on behalf of any and all owners of any right, title, or interest in and to Your Authorized Content, including all musical compositions and literary rights embodied in Your Authorized Content, and that you are authorized to provide Your Authorized Content to us for the uses specified in this Sync Distribution Addendum;
- **(ii)** If you are acting on behalf of an artist, band, group, or corporation, you represent and warrant that you are fully authorized to enter into this Sync Distribution Addendum on behalf of such artist, band, group, or corporation and to grant all rights and assume and fulfill all of the obligations, covenants, representations, and warranties set forth in this Sync Distribution Addendum;
- **(iii)** you own or control all of the necessary rights in Your Authorized Content in order to make the grant of rights, licenses, and permissions herein, and that you have permission to use the name and likeness of each identifiable individual person whose name or likeness is contained or used within Your Authorized Content, and to use such individual's identifying or personal information (to the extent such information is used or contained in Your Authorized Content) as contemplated by this Sync Distribution Addendum;
- **(iv)** the use or other exploitation of Your Authorized Content by us, or by Licensees, or by any customers of Licensees, all as contemplated and authorized by this Sync Distribution Addendum, will not infringe or violate the rights of any third party, including any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights;
- **(v)** no rights in or to any of Your Authorized Content have been assigned or otherwise provided to any third party that obtained exclusive rights; and
- **(vi)** no fees or payments of any kind shall be payable to any third party for the use of Your Authorized Content as contemplated by this Sync Distribution Addendum.

8. LIMITATION OF LIABILITY: BASIS OF BARGAIN.

THE LIABILITY LIMITATIONS APPLICABLE TO Plan B Publishing UNDER THE Plan B Publishing ARTIST AGREEMENT WILL ALSO BE AFFORDED TO LICENSEES AND LICENSEE CUSTOMERS (WITH LIABILITY BEING LIMITED TO THE AMOUNT THAT WAS PAID BY THE APPLICABLE LICENSEE TO Plan B Publishing FOR THE LICENSED USE OF YOUR AUTHORIZED CONTENT IN THE SIX MONTHS PRIOR TO THE APPLICABLE DISPUTE). APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY

TO YOU. IN SUCH CASES YOU AGREE THAT BECAUSE SUCH DISCLAIMERS AND LIMITATIONS OF LIABILITY REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND OUR LICENSEES, AND ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND Plan B Publishing, OUR LICENSEES' AND LICENSEE CUSTOMERS' LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU UNDERSTAND AND AGREE THAT OUR LICENSEES WOULD NOT BE ABLE TO OFFER THEIR SERVICES ON AN ECONOMICALLY FEASIBLE BASIS WITHOUT THESE LIMITATIONS AND WOULD NOT OFFER SUCH SERVICES ABSENT A LIMITATION OF LIABILITY.

9. INDEMNIFICATION.

You acknowledge and agree that you are subject to the policies and procedures regarding indemnification set forth in Section 16 of the Artist Agreement.

10. DISPUTE RESOLUTION.

YOU AGREE THAT IN THE EVENT YOU INITIATE A CLAIM OR DISPUTE AGAINST A LICENSEE, SUCH CLAIM OR DISPUTE MUST BE RESOLVED EXCLUSIVELY IN THE MANNER THAT CLAIMS AGAINST Plan B Publishing ARE RESOLVED UNDER THE Plan B Publishing ARTIST AGREEMENT, AND THAT FOR CLAIMS OR DISPUTES AGAINST A LICENSEE, SUCH LICENSEE WILL BE ENTITLED TO ALL BENEFITS OF THE DISPUTE RESOLUTION PROVISIONS OF THE ARTIST AGREEMENT.

11. MISCELLANEOUS.

- **(a) Construction.** Wherever the words "include," "includes" or "including" are used in this Sync Distribution Addendum, they shall be deemed to be followed by the words without limitation. In relation to the rights, remedies, and benefits granted hereunder, and the representations and warranties herein, the term "Licensees" is deemed to include Licensees' sublicensees as well as Licensees' successors and assigns.
- **(b) No Minimum Use Guarantees.** You agree that Plan B Publishing makes no guarantees regarding any minimum amount of uses or minimum payments that may be generated from the use of Your Authorized Content pursuant to this Addendum.
- **(c) Third Party Beneficiaries.** Licensees and any Licensee customers are intended third party beneficiaries of this Sync Distribution Addendum. This Sync Distribution Addendum confers rights, remedies, benefits, representations, and warranties to Licensee and Licensee customers. The rights granted in this Sync Distribution Addendum are assignable by Plan B Publishing. The rights granted to a Licensee or a customer of a Licensee pursuant this Addendum shall be assignable by a Licensee or a customer of a Licensee except as otherwise limited in any agreement entered into between Plan B Publishing and a Licensee.

65. **DO YOU AGREE?** *

Mark only one oval.

☐ YES

☐ NO

MECHANICAL LICENSING COLLECTIVE (MLC) ADDENDUM

Last Updated: October 22, 2024

This Plan B Publishing Mechanical Licensing Collective (MLC) Addendum ("MLC Addendum," or "this agreement") governs the terms upon which Plan B Publishing, LLC, a division of Plan B Group Corporation., ("Plan B Publishing" or "us") will provide you ("you," "your," or "Writer") with collection of digital mechanical royalties through the MLC (the "MLC Services") as described in this agreement in accordance with the options you select in connection with your Plan B Publishing account registration or as you may later update in connection with your account settings. Please read these terms carefully prior to using or registering for the MLC Services. BY REGISTERING FOR A Plan B Publishing PACKAGE THAT INCLUDES MLC SERVICES OR SIGNING UP TO ADD MLC SERVICES, YOU AGREE TO THE TERMS OF THIS MLC ADDENDUM AS WELL AS TO THE TERMS OF THE [Plan B Publishing ARTIST AGREEMENT](#) (THE "ARTIST AGREEMENT") AND THE [Plan B Publishing TERMS OF SERVICE](#) (THE "TOS") AND TO THE [Plan B Publishing PRIVACY POLICY](#) (THE "PRIVACY POLICY") AND ANY OTHER ADDENDA TO WHICH YOU HAVE AGREED. If you do not agree to all these terms, then you may not use the MLC Services. To the extent that there is any conflict between the terms of this MLC Addendum and any term(s) in the Artist Agreement or the TOS, the terms of this agreement will control.

If you are registering for Plan B Publishing or otherwise signing up for the MLC Services on behalf of one or more other writers, a group, or a company or other entity, then you represent and warrant to us that you are duly authorized to do so on their behalf and to bind them to this agreement. The term "you" and "your" and "Writer" includes all such people and entities.

1. GRANT OF RIGHTS

You hereby grant to Plan B Publishing, its successors, licensees, and assigns, the sole and exclusive rights

- **(a)** To submit and register the musical compositions you submit to Plan B Publishing via the Plan B Publishing Website and mark for MLC collection (the "Compositions"), at your request and on your behalf, with the MLC, and
- **(b)** To administer and collect all audio-only digital mechanical royalties on the Compositions from interactive streaming and downloads in the United States that flow through the MLC.

2. MLC SERVICES

The specific MLC Services to be provided will be as specified on the Website in accordance with the options you select in your account and is contingent upon the payment of all applicable fees.

3. FEES

- **(a)** In consideration of the MLC Services rendered hereunder, you shall pay to Plan B Publishing the registration fees described in the relevant account registration (the "Registration Fees") and the administration fee as set forth below (the "Administration Fee"). Registration Fees are nonrefundable once paid and will not be prorated upon termination.

- **(b)** Plan B Publishing shall retain an Administration Fee of fifteen percent (15%) of the "Gross Receipts." As used herein, Gross Receipts shall mean the total amounts actually collected on your behalf from the MLC by Plan B Publishing.

4. PAYMENT OF NET INCOME; ACCOUNTING

Plan B Publishing shall remit to you all Net Income (as defined below) collected from the MLC on your behalf. "Net Income" shall mean the Gross Receipts actually received by Plan B Publishing on your behalf, less the Administration Fee applicable to such Gross Receipts, and less all actual and reasonable non-overhead costs or expenses paid or incurred by or on behalf of Plan B Publishing in connection with the administration and exploitation of the Compositions, the performance of this agreement, and the collection of income, including, without limitation, audit fees, collection expenses, and any taxes required to be deducted. Plan B Publishing will make payment to you in accordance with the policies and procedures set forth in the Artist Agreement.

5. TERM; TERMINATION

The Term of this agreement will commence when you register for the MLC Services and will continue until terminated by you or us. If you do not take this action, Plan B Publishing will continue to receive revenue from the MLC, which will be paid out to you through your Plan B Publishing account, subject to payment terms.

Plan B Publishing is not responsible for, and has no liability for, any delays at the MLC regarding initial Composition registration, nor for any delays at the MLC regarding any direct registration and subsequent removal of Plan B Publishing from MLC Collection. For direct registry, you shall remain solely responsible for enforcing the registry updates. Plan B Publishing may, in its sole and absolute discretion, continue to assist you to effectuate the removal of Plan B Publishing from MLC collection in lieu of your direct registry.

6. WARRANTIES AND INDEMNIFICATION

Writer hereby warrants and represents as follows:

- **(a)** Writer is at least eighteen (18) years of age.
- **(b)** Compositions have not been opted in with any other collecting entity or agent to collect indicated shares from the MLC, or with the MLC directly.
- **(c)** All registration information and other information you submit to Plan B Publishing 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.
- **(d)** Writer has and shall continue to have the full right, power, and authority to enter into and fully perform this agreement and grant the rights granted herein. Without limiting the foregoing, no consent or other permission of any third party is required, nor shall it be required, in order to effectuate the grant of rights made to Plan B Publishing under this agreement, or Plan B Publishing's enjoyment of such rights and the proceeds thereof as contemplated hereunder.
- **(e)** All Compositions are wholly original to Writer, and neither the Composition nor any portion thereof (including any music, title, lyrics, or other material) infringes or shall

infringe upon any copyright, trademark, publicity rights or other statutory, common law or other rights of any third party; violates or shall violate any applicable law, rule or regulation or will otherwise cause any harm to or liability for Plan B Publishing. Without limiting the foregoing, no Composition embodies a "sample" or "beat" or other portion of a musical composition owned or controlled by a third party.

- **(f)** The Compositions are and shall be free from any adverse claims, liens, or encumbrances of any kind by any person or entity.
- **(g)** Plan B Publishing 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.
- **(h)** You shall at all times defend, indemnify and hold harmless Plan B Publishing and its affiliates and their respective members, employees, affiliates, representatives, agents, licensees and distributors (collectively, the "Other Indemnitees") from and against any and all claims, liabilities, damages, judgments, losses, costs, and expenses, including actual out-of-pocket legal expenses and reasonable attorneys' fees, arising out of
 - **(i)** any exercise of the rights granted under this agreement,
 - **(ii)** any breach or alleged breach by Writer of any warranty, representation, or agreement made herein,
 - **(iii)** any act, error, or omission committed by Writer or any person or entity acting on Writer's behalf or under Writer's direction or control, and
 - **(iv)** the Compositions and any use or exploitation thereof as contemplated under this Addendum. You will reimburse Plan B Publishing 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 Plan B Publishing or the Other Indemnitees are entitled to be indemnified, or Plan B Publishing may elect to deduct any such payments from all sums otherwise due you hereunder.

7. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTY

IN NO EVENT WILL Plan B Publishing 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 WEBSITE OR THE MLC SERVICES, EVEN IF Plan B Publishing IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, Plan B Publishing'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 Plan B Publishing FOR THE MLC SERVICES.

THE WEBSITE AND THE MLC SERVICES ARE PROVIDED ON AN "AS-IS," "AS AVAILABLE" BASIS AND Plan B Publishing DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, OF ANY KIND REGARDING THE WEBSITE AND THE MLC SERVICES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Plan B Publishing CANNOT GUARANTEE AND DOES NOT PROMISE ANY REVENUE OR OTHER SPECIFIC RESULTS FROM USE OF THE WEBSITE AND/OR THE MLC SERVICES. TO THE EXTENT THESE DISCLAIMERS AND LIMITATIONS ARE LIMITED BY APPLICABLE LAW, THEY SHALL OTHERWISE APPLY TO THE FULLEST EXTENT OF SUCH LAW.

8. MISCELLANEOUS

- **(a)** This agreement, together with the Plan B Publishing Artist Agreement, Privacy Policy, TOS applicable to the Website generally, and the registration, sets forth the entire understanding between Plan B Publishing and you regarding the Website and MLC 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.
- **(b)** 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 affect the remainder of the agreement.
- **(c)** You acknowledge that Plan B Publishing cannot guarantee that any Net Income 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 Plan B Publishing based upon a claim, that more Net Income could have been generated or better business achieved than that which was actually generated or achieved by Plan B Publishing and/or its licensees.
- **(d)** Plan B Publishing does not guarantee, represent, or warrant that your use of the Website or MLC Services will be uninterrupted or error-free, and you agree that from time to time Plan B Publishing may suspend the Website and MLC Services for indefinite periods of time for technical maintenance or upgrade or otherwise, or may cancel the MLC Services at any time, without notice to you. The functions and features of the Website and MLC Services are subject to change without notice. Similarly, the MLC may take action outside of our control, including, but not limited to, adjusting or halting their collection and payout practices.
- **(e)** Plan B Publishing may terminate this agreement at any time upon written notice, for any reason or for no reason.
- **(f)** Your use of the Website and the MLC Services 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 MLC 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.
- **(g)** Writer may not assign or transfer Writer's account, rights, obligations, or interest under this agreement to anyone else unless otherwise agreed in writing by Plan B Publishing. Any assignment, encumbrance, or other ownership transfer of any Composition(s) will remain subject to this agreement.

(h) The following Sections will survive any termination of this agreement: Sections 4, 5, 6, 7, and 8. After the Term, we shall continue to have the right, but not the obligation, to collect all income payable in respect of exploitations of the Compositions that was earned during or before the Term. We will continue to account to you for all such income pursuant to payment terms in the Artist Agreement.

66. **DO YOU AGREE?** *

Mark only one oval.

☐ YES

☐ NO

SOUND EXCHANGE ADDENDUM

Last Updated: October 22, 2024

This Plan B Publishing, LLC SoundExchange Addendum ("SoundExchange Addendum," or "this agreement") governs the terms upon which Plan B Publishing, LLC, a division of Audio and Video Labs, Inc., ("Plan B Publishing, LLC" or "us") will provide you ("you" or "your") with collection of digital performance rights administration services through SoundExchange (the "SoundExchange Services") as described in this agreement in accordance with the options you select in connection with your Plan B Publishing, LLC account registration or as you may later update in connection with your account settings. Please read these terms carefully prior to using or registering for the SoundExchange Services. BY REGISTERING FOR A Plan B Publishing, LLC PACKAGE THAT INCLUDES SOUNDEXCHANGE SERVICES OR SIGNING UP TO ADD SOUNDEXCHANGE SERVICES, YOU AGREE TO THE TERMS OF THIS SOUNDEXCHANGE ADDENDUM AS WELL AS TO THE TERMS OF THE [Plan B Publishing, LLC ARTIST AGREEMENT](#) (THE "ARTIST AGREEMENT") AND THE [Plan B Publishing, LLC TERMS OF SERVICE](#) (THE "TOS") AND TO THE [Plan B Publishing, LLC PRIVACY POLICY](#) (THE "PRIVACY POLICY") AND ANY OTHER ADDENDA TO WHICH YOU HAVE AGREED. If you do not agree to all these terms, then you may not use the SoundExchange Services. To the extent that there is any conflict between the terms of this SoundExchange Addendum and any term(s) in the Artist Agreement or the TOS, the terms of this agreement will control.

If you are registering for Plan B Publishing, LLC or otherwise signing up for the SoundExchange Services on behalf of one or more other persons, a group, or a company or other entity, then you represent and warrant to us that you are duly authorized to do so on their behalf and to bind them to this agreement. The term "you" and "your" includes all such people and entities.

1. GRANT OF RIGHTS

You hereby grant to Plan B Publishing, LLC, its successors, and assigns, the sole and exclusive worldwide rights to administer, promote, and manage your Digital Performance Rights (as defined in the Artist Agreement) in the sound recordings you submit to Plan B Publishing, LLC and indicate for SoundExchange collection ("Your Authorized Content"), including without limitation the sublicensable right to:

- **(a)** Register, on your behalf, with SoundExchange and other similar organizations and licensing agencies that collect royalties for Digital Performance Rights ("Digital Performance Royalties") and for which Plan B Publishing, LLC may offer such registration services (the "Third-Party Registrations") unless you opt out as described below;
- **(b)** Collect, on your behalf, all Digital Performance Royalties unless you opt out as described below, and other amounts owed to you for the exercise and exploitation of your Digital Performance Rights in Your Authorized Content; and
- **(c)** Otherwise exercise and exploit, and allow others to exercise and exploit, your Digital Performance Rights in any manner or media, whether interactive or noninteractive, including digitally performing and licensing others to digitally perform Your Authorized Content publicly or privately, for profit or otherwise, by any means or media whatsoever, whether now known or hereafter conceived or developed.

2. SOUNDEXCHANGE SERVICES

The specific SoundExchange Services to be provided will be as specified on the Website in accordance with the options you select in your account and is contingent upon the payment of all applicable fees.

3. FEES

- **(a)** In consideration of the SoundExchange Services rendered hereunder, you shall pay to Plan B Publishing, LLC the registration fees described in the relevant account registration (the "Registration Fees") and the administration fee as set forth below (the "Administration Fee"). Registration Fees are nonrefundable once paid and will not be prorated upon termination.
- **(b)** Plan B Publishing, LLC shall retain an Administration Fee of nine percent (9%) of the "Gross Receipts." As used herein, Gross Receipts shall mean the total amounts actually collected on your behalf from SoundExchange by Plan B Publishing, LLC.

4. PAYMENT OF NET INCOME; ACCOUNTING

Plan B Publishing, LLC shall remit to you all Net Income (as defined below) collected from SoundExchange on your behalf. "Net Income" shall mean the Gross Receipts actually received by Plan B Publishing, LLC on your behalf, less the Administration Fee applicable to such Gross Receipts, and less all actual and reasonable non-overhead costs or expenses paid or incurred by or on behalf of Plan B Publishing, LLC in connection with the SoundExchange Services, the performance of this agreement, and the collection of income, including, without limitation, audit fees, collection expenses, and any taxes required to be deducted. Plan B Publishing, LLC will make payment to you in accordance with the policies and procedures set forth in the Artist Agreement.

5. TERM AND TERMINATING DIGITAL PERFORMANCE ROYALTY COLLECTION

The Term of this agreement will commence when you register for the SoundExchange Services and will continue until you take the steps outlined in 5(b) below.

- **(a)** If you do not want Plan B Publishing, LLC to collect Digital Performance Royalties from, or register with, SoundExchange (or any other similar licensing agencies) on your behalf, you must opt out of such collection and registration by unchecking "SoundExchange" under the Plan B Publishing, LLC Boost options page when signing up a new submission, or upgrading an existing submission.
- **(b)** If you previously opted in to SoundExchange Services and you would like Plan B Publishing, LLC to stop collecting Digital Performance Royalties from SoundExchange, you must claim Your Authorized Content from within a SoundExchange Direct account, which must be acquired through SoundExchange, by following the instructions at <https://support.cdbaby.com/hc/en-us/articles/360041667111>. If you do not claim Your Authorized Content through SoundExchange, Plan B Publishing, LLC will continue to claim your recordings and collect your SoundExchange revenue. This revenue will be paid out to you through your Plan B Publishing, LLC account according to the terms of the Plan B Publishing, LLC Artist Agreement.

6. WARRANTIES AND INDEMNIFICATION

You hereby warrant and represent as follows:

- **(a)** Your Authorized Content has not been opted in with any other collecting entity or agent to collect the Sound Recording Copyright Owner share from SoundExchange.
- **(b)** All registration information and other information you submit to Plan B Publishing, LLC 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 content in question until the discrepancy or inaccuracy is resolved to our reasonable satisfaction, without limitation of our indemnity rights as set forth below.
- **(c)** You have and shall continue to have the full right, power, and authority to enter into and fully perform this agreement and grant the rights granted herein. Without limiting the foregoing, no consent or other permission of any third party is required, nor shall it be required, in order to effectuate the grant of rights made to Plan B Publishing, LLC under this agreement, or Plan B Publishing, LLC's enjoyment of such rights and the proceeds thereof as contemplated hereunder.
- **(d)** Your Authorized Content is wholly original to you, and no portion thereof (including the sound recording and any music, title, lyrics, or other material) infringes or shall infringe upon any copyright, trademark, publicity rights or other statutory, common law or other rights of any third party; violates or shall violate any applicable law, rule or regulation or will otherwise cause any harm to or liability for Plan B Publishing, LLC
- **(e)** Your Authorized Content is and shall be free from any adverse claims, liens, or encumbrances of any kind by any person or entity.
- **(f)** Plan B Publishing, LLC shall not be required to make any payments of any nature for, or in connection with, the exploitation of Your Authorized Content except as specifically set forth herein.
- **(g)** You shall at all times defend, indemnify and hold harmless Plan B Publishing, LLC and its affiliates and their respective members, employees, affiliates, representatives, agents, licensees and distributors (collectively, the "Other Indemnitees") from and against any and all claims, liabilities, damages, judgments, losses, costs, and expenses, including actual out-of-pocket legal expenses and reasonable attorneys' fees, arising out of
 - **(i)** any exercise of the rights granted under this agreement,
 - **(ii)** any breach or alleged breach by you of any warranty, representation, or agreement made herein,
 - **(iii)** any act, error, or omission committed by you or any person or entity acting on your behalf or under your direction or control, and
 - **(iv)** Your Authorized Content and any use or exploitation thereof as contemplated under this agreement. You will reimburse Plan B Publishing, LLC 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 Plan B Publishing, LLC or the Other Indemnitees are entitled to be indemnified, or Plan B Publishing, LLC may elect to deduct any such payments from all sums otherwise due you hereunder.

7. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTY

IN NO EVENT WILL Plan B Publishing, LLC 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 WEBSITE OR THE SOUNDEXCHANGE SERVICES, EVEN IF Plan B

Publishing, LLC IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, Plan B Publishing, LLC'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 Plan B Publishing, LLC FOR THE SOUNDEXCHANGE SERVICES.

THE WEBSITE AND THE SOUNDEXCHANGE SERVICES ARE PROVIDED ON AN "AS-IS," "AS AVAILABLE" BASIS AND Plan B Publishing, LLC DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, OF ANY KIND REGARDING THE WEBSITE AND THE SOUNDEXCHANGE SERVICES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Plan B Publishing, LLC CANNOT GUARANTEE AND DOES NOT PROMISE ANY REVENUE OR OTHER SPECIFIC RESULTS FROM USE OF THE WEBSITE AND/OR THE SOUNDEXCHANGE SERVICES. TO THE EXTENT THESE DISCLAIMERS AND LIMITATIONS ARE LIMITED BY APPLICABLE LAW, THEY SHALL OTHERWISE APPLY TO THE FULLEST EXTENT OF SUCH LAW.

8. MISCELLANEOUS

- **(a)** This agreement, together with the Plan B Publishing, LLC Artist Agreement, Privacy Policy, TOS applicable to the Website generally, and the actions you take within your account to enable SoundExchange Services, sets forth the entire understanding between Plan B Publishing, LLC and you regarding the Website and SoundExchange 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.
- **(b)** 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 affect the remainder of the agreement.
- **(c)** You acknowledge that Plan B Publishing, LLC cannot guarantee that any Net Income 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 Plan B Publishing, LLC based upon a claim, that more Net Income could have been generated or better business achieved than that which was actually generated or achieved by Plan B Publishing, LLC and/or its licensees.
- **(d)** Plan B Publishing, LLC does not guarantee, represent, or warrant that your use of the Website or SoundExchange Services will be uninterrupted or error-free, and you agree that from time to time Plan B Publishing, LLC may suspend the Website and SoundExchange Services for indefinite periods of time for technical maintenance or upgrade or otherwise, or may cancel the SoundExchange Services at any time, without notice to you. The functions and features of the Website and SoundExchange Services are subject to change without notice. Similarly, the partners providing SoundExchange Services through Plan B Publishing, LLC may take action outside of our control,

including, but not limited to, adjusting or halting their royalty collection and payout practices and delaying or refusing to ingest or collect for Your Authorized Content.

- **(e)** Plan B Publishing, LLC may terminate this agreement at any time upon written notice, for any reason or for no reason.
- **(f)** Your use of the Website and the SoundExchange Services 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 SOUNDEXCHANGE 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.
- **(g)** You may not assign or transfer your account, rights, obligations, or interest under this agreement to anyone else unless otherwise agreed in writing by Plan B Publishing, LLC. Any assignment, encumbrance, or other ownership transfer of any of Your Authorized Content will remain subject to this agreement.
- **(h)** The following Sections will survive any termination of this agreement: Sections 3, 4, 5, 6, 7, and 8. After the Term, we shall continue to have the right, but not the obligation, to collect all income payable under this agreement that was earned during or before the Term. We will continue to account to you for all such income pursuant to payment terms in the Artist Agreement.

67. **DO YOU AGREE? ***

Mark only one oval.

☐ YES

☐ NO

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