AGREEMENT

You hereby request that TuneCore, Inc. (“TuneCore”) distribute the track(s) listed below (the “Restricted Track(s)”) as “Album Only” for the purposes of exploitation in the Apple iTunes store (“iTunes”) worldwide. For the avoidance of doubt, “Album Only” as used herein means that the Restricted Track(s) cannot be purchased by the end user except as part of the applicable album designated below (the “Album”).

ALBUM

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

UPC: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RESTRICTED TRACK

TuneCore Song ID or ISRC: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Licensor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TuneCore Song ID or ISRC: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Licensor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TuneCore Song ID or ISRC: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Licensor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By signing below, you represent and warrant that you do not have the right to sell the Restricted Track(s) except as part of the Album due to third party contractual restrictions beyond your control. You shall indemnify TuneCore against any claims or loss (including, without limitation, claims made by Apple, Inc. or any affiliate of Apple, Inc.) resulting from any breach of the foregoing warranty, including reasonable attorneys’ fees and expenses.

Furthermore, you hereby acknowledge and agree that, if TuneCore has, in its good faith discretion, reason to suspect that no such third party contractual restrictions exist, TuneCore may disable access to and/or terminate your account and/or remove or disable access to the Album or any associated materials you provide to TuneCore.

Nothing in this agreement shall be interpreted to override TuneCore’s right to decide, in its sole discretion, which tracks may or may not be provided to iTunes under the Standard Terms and Conditions applicable to all TuneCore customers.

SUBMITTED AND AGREED:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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