

EXHIBIT C

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

MELISSA FERRICK, et. al.,

Plaintiffs,

vs.

SPOTIFY USA INC., et. al.

Defendant.

Case No. 1:16-cv-08412 (AJN)

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement” or “Settlement Agreement,” as defined in paragraph 1.2) is made by and between the Class Plaintiffs (as defined in paragraph 1.12) on behalf of themselves and the Settlement Class (as defined in paragraph 1.48), on the one hand, and Spotify (as defined in paragraph 1.54), on the other hand. The Parties (as defined in paragraph 1.32) intend this Agreement, together with its exhibits, to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined in paragraph 1.38), subject to the terms and conditions set forth below and preliminary and final approval of the Court.

RECITALS

WHEREAS, on January 8, 2016, plaintiff Melissa Ferrick filed a putative class action captioned *Ferrick v. Spotify USA Inc.*, No. CV 16-180-BRO (RAOx), in the U.S. District Court for the Central District of California;

WHEREAS, Judge O’Connell of the Central District of California consolidated the *Ferrick* action with *Lowery v. Spotify USA Inc.*, No. CV 15-9929-BRO (RAOx) (filed C.D. Cal. Dec. 28, 2015), and appointed Susman Godfrey L.L.P. and Gradstein & Marzano, P.C. as interim co-lead counsel in the consolidated actions;

Whereas Plaintiffs Ferrick, Jaco Pastorius, Inc. (“Pastorius”), and Gerencia 360 Publishing, Inc. (“Gerencia 360”) (hereinafter “Class Plaintiffs”) filed a Consolidated Class Action Complaint in which they allege that they and members of the putative class own registered “copyright[s] in . . . musical composition[s] . . . that w[ere] reproduced and distributed through interactive streaming and/or limited downloads by” Spotify “without a license” in

“violation of the Copyright Act, 17 U.S.C. § 101 *et seq.*” (Consol. Class Action Compl. ¶¶ 30, 35);

WHEREAS, pursuant to a stipulated Order entered by Judge O’Connell on August 18, 2016, the individual claims of plaintiffs David Lowery, Victor Krummenacher, Greg Lisher, and David Faragher in the *Lowery* action (who were not named as plaintiffs and proposed Class Representatives in the Consolidated Class Action Complaint) were dismissed without prejudice;

WHEREAS, on or about October 28, 2016, Judge O’Connell ordered that the consolidated Action (as defined below in paragraph 1.1) be transferred to the U.S. District Court for the Southern District of New York and captioned *Ferrick v. Spotify USA Inc. et al.*, No. 16-cv-8412 (AJN);

WHEREAS, through Class Counsel (as defined in paragraph 1.9), Class Plaintiffs have conducted a thorough investigation and evaluation of the facts and law relating to the subject matter of the Action (as defined in paragraph 1.1) and the impact of this Agreement (as defined in paragraph 1.2) on them and the Settlement Class. This investigation and Class Counsel’s efforts included, among other things, (i) review and analysis of the evidence and applicable law, including the review and analysis of a substantial amount of data that Spotify produced regarding the music on its service; (ii) consultation with multiple experts retained by Class Counsel; (iii) engaging in extensive motion practice, including motions to strike class action allegations. Based upon that analysis, Class Counsel believe that the claims asserted in the Action have merit and the evidence developed to date supports the claims asserted; however, based upon their investigation and evaluation of the facts and law concerning the matters and recognizing the

substantial risks of continued litigation, including the possibility that, without this Settlement Agreement, neither they nor the Settlement Class (as defined in paragraph 1.48) might obtain any recovery at all, or a less favorable recovery, and that any such recovery would not occur for several years following protracted litigation and trial and appeals, Class Plaintiffs are satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate, and that this Agreement is in the best interest of the Settlement Class; and

WHEREAS, Spotify has denied, and continues to deny, any fault, wrongdoing, or liability of any kind to Class Plaintiffs and/or the Settlement Class, but nevertheless has agreed to enter into this Agreement in order to avoid the expense, uncertainty, and distraction of burdensome and protracted litigation.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and terms and conditions below, and with the intention of being legally bound thereby, the Parties agree as follows:

DEFINITIONS

1. **Definitions.** The following definitions apply to this Agreement and the exhibits thereto:

1.1 **“Action”** means *Ferrick et al. v. Spotify USA Inc.*, No. 1:16-cv-8412-AJN, which is currently pending in the United States District Court for the Southern District of New York.

1.2 **“Agreement”** or **“Settlement Agreement”** means this Settlement Agreement and Release, including all exhibits.

1.3 **“Allocation Plan”** means the manner in which the Net Settlement Fund will be distributed to Authorized Claimants, which is described further in paragraph 3.5 of this Agreement.

1.4 **“Authorized Claimant”** means any Settlement Class Member who, in accordance with the terms of this Agreement, has submitted a Valid Claim Form that either is not subject to an ownership dispute or for which an ownership dispute has been fully resolved (as described in paragraph 3.4 of this Agreement), and is entitled to a distribution from the Net Settlement Fund pursuant to the Allocation Plan described in paragraph 3.5 of this Agreement.

1.5 **“Claim Form”** means the claim form, which will be available to be completed online or in paper form upon request, that Settlement Class Members must complete and timely return in order to be entitled to a distribution from the Net Settlement Fund, as described in paragraph 3.2 of this Agreement.

1.6 **“Claim Deadline”** means the date that is 210 days after the Settlement Claims Start Date.

1.7 **“Claim Payment Date”** means the date on which Authorized Claimants are paid under paragraph 3.5(b).

1.8 **“Claimed Musical Work”** means the musical composition for which a Settlement Class Member owns some or all of the registered copyright and identifies as part of the claims process described in paragraphs 3.2 or 4.3 of this Agreement as a copyrighted work that the claimant contends Spotify made available during the Class Period for interactive streaming and/or downloading without a license.

1.9 **“Class Counsel”** means Gradstein & Marzano, P.C. and Susman Godfrey L.L.P., currently acting as Interim Co-Lead Class Counsel, who the Parties have agreed to seek to have confirmed as Class Counsel for the Settlement Class.

1.10 **“Class Notice”** means the notice described in paragraph 12.2 of this Agreement.

1.11 **“Class Period”** means the period from December 28, 2012, up to and including the date of the Preliminary Approval Order.

1.12 **“Class Plaintiffs”** mean Melissa Ferrick, both individually and doing business as Nine Two One Music and Right On Records/Publishing; Jaco Pastorius, Inc.; and Gerencia 360 Publishing, Inc., all of whom are the named plaintiffs identified in the operative complaint.

1.13 **“Court”** means the United States District Court for the Southern District of New York.

1.14 **“Day”** or **“Days”** refers to calendar days, except that if the last day to perform any action under this Agreement falls on a Saturday, Sunday, a legal holiday within the meaning of Federal Rule of Civil Procedure 6(a)(6), or a day on which the Court states that its Clerk’s office is inaccessible, then the last day to perform that action is moved to the next calendar day that is not a Saturday, Sunday, legal holiday, or day on which the Clerk’s office is inaccessible.

1.15 **“Depository Bank”** means the financial institution, chosen by Spotify, subject to approval by Class Plaintiffs and Class Counsel, that will hold the Settlement Fund, as described in paragraph 1.50 of this Agreement.

1.16 **“Effective Date”** means the date when the order finally approving this Settlement Agreement becomes a Final Order and Judgment.

1.17 **“Fee Award”** means any attorneys’ fees, reimbursement of expenses, or other costs that the Court may award to Class Counsel.

1.18 **“Final Approval Date”** means the date on which the Court enters an order granting final approval of this Agreement in all respects and without material modification, unless expressly agreed to by Class Counsel and Spotify.

1.19 **“Final Approval Hearing”** means the hearing before the Court where (a) the Parties request that the Court approve this Agreement as fair, reasonable, and adequate; (b) the Parties request that the Court enter an order granting final approval to this Agreement; and (c) Class Counsel request approval of their petition for a Fee Award, as well as any requested Incentive Award to Class Plaintiffs.

1.20 **“Final Order and Judgment”** means the termination of the Action after the occurrence of each of the following events:

(a) This Agreement is granted final approval in all respects by the Court without material modification, unless expressly agreed to by Class Counsel and Spotify;

(b) An order and final judgment of dismissal with prejudice is entered by the Court against the Class Plaintiffs and all Settlement Class Members who do not opt out as provided by Federal Rule of Civil Procedure 23 and the time for the filing of any appeals has expired or, if there are appeals that have been timely filed, approval of the settlement and judgment has been affirmed in all respects by the appellate court of last resort to which such appeals have been taken and such affirmances are no longer subject to further appeal or review;

(c) If an appeal has been timely filed and the appeal has resulted in the case being remanded to the Court, the Court has entered a further order or orders approving the settlement and judgment on the terms set forth in this Settlement Agreement in accordance with the appellate court's remand order, and all further appeals, if any, have been exhausted or resolved consistent in all respects with the final judgment.

1.21 **“Future Royalty Payments Program”** means Spotify's payment of mechanical license royalties in accordance with paragraph 4 of this Agreement.

1.22 **“Future Royalty Payments Program Website”** means the website, described in paragraph 4.3(a) of this Agreement, created to host the online Royalty Claims Form and receive claims for the Future Royalty Payment Program.

1.23 **“Identified Royalty Claimant”** means any Settlement Class Member who did not opt out of the Settlement Class and who (a) in accordance with the terms of this Agreement, either: (i) was an Authorized Claimant who received a distribution from the Net Settlement Fund; or (ii) who, whether or not he or she submitted a Claim Form identifying that Claimed Musical Work by the Claim Deadline, (A) submits a Valid Royalty Claim Form identifying one or more tracks embodying a Claimed Musical Work to the Settlement Administrator using the Future Royalty Payments Program Website; (B) after the Future Royalty Payments Program Website is no longer operational, validly identifies to Spotify pursuant to paragraph 4.3(d) one or more tracks embodying a Claimed Musical Work; or (C) with respect to tracks made available by Spotify for interactive streaming and/or downloading after the Preliminary Approval Date that embody a Claimed Musical Work, identifies itself to Spotify in accordance with the methods

available to a copyright owner that wishes to obtain royalties pursuant to Section 115 of the Copyright Act and the regulations thereunder governing Notices of Intention to Obtain Compulsory License, or any subsequently-adopted regulation or statute governing mechanical license royalties; and (b) is entitled to a distribution from the Unmatched Track Royalty Reserve, as described in paragraph 4.1 of this Agreement.

1.24 **“Incentive Award”** means any amount awarded by the Court to one or more Class Plaintiffs for their time and effort in bringing this Action and serving as Class Plaintiffs.

1.25 **“Mediator”** means (a) for any activities prior to the Final Approval Date, the Hon. Layn R. Phillips, or if unavailable, a substitute selected by agreement of the Parties or, in the event that the Parties cannot agree upon a substitute mediator, by the Court; or (b) after the Final Approval Date, a qualified mediator selected by agreement of the Parties or, in the event that the Parties cannot agree upon a mediator, by the Court, which should select a qualified mediator whose rates are commensurate with the amount of the dispute at issue.

1.26 **“Net Settlement Fund”** means the amount remaining in the Settlement Fund for distribution to Settlement Class Members, after payment of or reserve for (a) any required holdback for taxes on Settlement Fund earnings; (b) Incentive Awards to Class Plaintiffs; and (c) any portion of the Fee Award as may be awarded by the Court that may be payable from the Settlement Fund.

1.27 **“Notice Costs”** means all costs of providing notice to the Settlement Class, in the manner set forth in paragraph 9 of this Agreement.

1.28 **“Notice of Ownership Dispute”** means the information provided by the Settlement Administrator to Settlement Class Members who timely submit Claim Forms that make inconsistent or competing claims as to the same share(s) of a Claimed Musical Work, as described in paragraphs 3.4(a)-(b) of this Agreement.

1.29 **“Notice of Request for Information”** means the notice provided by the Settlement Administrator to recipients of a Notice of Ownership Dispute who are unable to resolve the dispute by agreement, as described in paragraphs 3.4(c) of this Agreement.

1.30 **“Opt-Out Deadline”** means the deadline for a Class Member to submit a Request for Exclusion as set forth in paragraph 13.1 of this Agreement.

1.31 **“Ownership Dispute”** means the dispute that arises when the Settlement Administrator receives Valid Claim Forms—that is, timely submitted and fully completed Claim Forms—that make inconsistent or competing claims of ownership to the same Claimed Musical Work.

1.32 **“Party”** means either a Class Plaintiff or Spotify, and **“Parties”** means Class Plaintiffs and Spotify.

1.33 **“Plenary Audit”** means the audit conducted by a third-party entity qualified to serve as an auditor as described in paragraph 5.4 of this Agreement.

1.34 **“Postcard Notice”** means the short-form Class Notice described in paragraph 12.4 of this Agreement.

1.35 **“Preliminary Approval Date”** means the date on which the Court enters the Preliminary Approval Order.

1.36 **“Preliminary Approval Order”** means the order of the Court granting preliminary approval of this Agreement without material modification.

1.37 **“Publication Notice”** means the Court approved form of publication to the Settlement Class described in paragraph 12.6 of this Agreement.

1.38 **“Released Claims”** means any and all claims described in paragraph 17 of this Agreement.

1.39 **“Request for Exclusion”** means either:

(a) the form, which shall be available online, that Settlement Class Members must download, complete, and return in the manner described and within the time period specified in paragraph 13 of this Agreement in order to opt out of the Settlement Class; or

(b) a letter containing the same information mailed to the Settlement Administrator and postmarked within the same time period as the form described in paragraph 13 of this Agreement.

1.40 **“Royalty Claim Form”** means the claim form, which will be available online or in paper form on request, that Settlement Class Members may submit to the Settlement Administrator after the Claim Deadline in order to be entitled to a payment as part of the Future Royalty Payments Program, as described in paragraph 4.3 of this Agreement.

1.41 **“Royalty Ownership Dispute”** means the dispute that arises when the Settlement Administrator receives any of the following:

(a) multiple Valid Royalty Claim Forms—that is, timely submitted and fully completed Royalty Claim Forms—that make inconsistent or competing claims of ownership to the same Claimed Musical Work;

(b) a Valid Royalty Claim Form that makes inconsistent or competing claims of ownership to the same Claimed Musical Work identified in a Valid Claim Form;

(c) a Valid Royalty Claim Form that makes inconsistent or competing claims of ownership to the same copyrighted musical composition as a person or entity who is not a Settlement Class Member; and

(d) a Valid Claim Form that makes inconsistent or competing claims of ownership to the same copyrighted musical composition as a person or entity who is not a Settlement Class Member who either: (i) has made express ownership claims to that copyrighted musical composition; (ii) has accepted royalties for that musical composition in accordance with 17 U.S.C. § 115 or via a pre-existing direct license; or (iii) whom Spotify, the Settlement Administrator, or another agent or administrator for Spotify has reason to believe may have an ownership stake in that copyrighted musical composition.

1.42 **“Settlement Administrator”** means Garden City Group, LLC, an experienced administrator that the Parties have selected to administer the Settlement and perform other tasks as set forth in this Agreement.

1.43 **“Settlement Administration Costs”** means all fees charged by the Settlement Administrator to perform the tasks in connection with administering the Settlement as set forth in this Agreement or otherwise reasonably required to administer the Settlement.

1.44 “**Settlement Claim Facilitator**” means the third-party service provider retained by Class Counsel to assist Settlement Class Members with the completion and Submission of a Claim Form and/or Royalty Claim Form and to assist in the identification of individuals and entities that qualify as Settlement Class Members, as discussed in paragraphs 3.3 and 4.3(n) of this Agreement.

1.45 “**Settlement Claim Facilitator Webpage**” means the separate webpage, which shall be accessible from the Settlement Claims Webpage and will provide access to the Settlement Claim Facilitator’s own website for the services described in paragraph 3.2(d)(ii) of this Agreement.

1.46 “**Settlement Claims Start Date**” means the date—no later than 30 days after the Effective Date—on which the Settlement Claims Webpage becomes operational and available for use by Settlement Class Members, in accordance with paragraph 3.2(d) of this Agreement.

1.47 “**Settlement Claims Webpage**” means the webpage on the Settlement Website, described in paragraph 3.2 of this Agreement, created to host the online Claims Form and the Spotify Track Database.

1.48 “**Settlement Class**” means the class defined in paragraph 11.2 of this Agreement, which the Parties have agreed to seek to have certified by the Court solely for purposes of this Settlement Agreement.

1.49 “**Settlement Class Member**” means any person falling within the definition of the Settlement Class defined in paragraph 11.2 of this Agreement.

1.50 **“Settlement Fund”** means the money that Spotify remits to the Depository Bank in accordance with paragraph 3.1 of this Agreement, and any interest or other amount earned on that money.

1.51 **“Settlement Notice Webpage”** means the webpage on the Settlement Website, described in paragraphs 3.2(a) and 12.2 of this Agreement, created to provide information about this Agreement.

1.52 **“Settlement Payment”** means the distribution from the Net Settlement Fund that will be paid to each Authorized Claimant, as described in paragraph 3.5 of this Agreement.

1.53 **“Settlement Website”** means the website, described in paragraph 3.2(a) of this Agreement, created to inform Settlement Class Members of this Agreement, their right to opt out of the Settlement Class, and to host the online Claims Form and the Spotify Track Database.

1.54 **“Spotify”** means Spotify USA Inc.

1.55 **“Spotify Releasees”** means Spotify and any of its current or former direct or indirect parents, subsidiaries, affiliates, assigns, predecessors, and successors, as well as any agents, attorneys, directors, employees, insurers, investors, officers, representatives, direct or indirect shareholders, or trustees of Spotify or any of those entities.

1.56 **“Spotify Track Database”** means a list of tracks that includes as many tracks as Spotify can reasonably identify that Spotify made available on its service for interactive streaming and/or limited downloading during the Class Period, and which list Spotify shall assemble through best reasonable efforts and provide to the Settlement Administrator in accordance with paragraph 3.2(b) of this Agreement.

1.57 **“Spotify’s Counsel”** means Mayer Brown LLP.

1.58 **“Streamlined Audit”** means the audit process discussed in paragraph 5.5 of this Agreement.

1.59 **“Unmatched Track Royalty Reserve”** means an accounting reserve created by Spotify on a quarterly basis in the amount of the mechanical license royalties owed for all musical compositions embodied in tracks that Spotify makes available for interactive streaming and/or downloading after the Preliminary Approval Date for which Spotify has not already paid mechanical royalties owed pursuant to license, as described in paragraph 4.1(c) of this Agreement.

1.60 **“Valid Claim Form”** means a Claim Form that is:

- (a) Fully and truthfully completed and executed by a Settlement Class Member with all of the information requested in the Claim Form; and
- (b) Either submitted online through the Settlement Website or communicated directly to the Settlement Administrator by the Settlement Claim Facilitator no later than the Claim Deadline or sent to the Settlement Administrator with a postmark no later than the Claim Deadline, all in accordance with paragraph 3.2.

1.61 **“Valid Royalty Claim Form”** means a Royalty Claim Form that is:

- (a) fully and truthfully completed and executed by a Settlement Class Member, with all of the information requested in the Royalty Claim Form; and
- (b) either submitted online through the Settlement Website or sent to the Settlement Administrator in accordance with paragraph 3.2 of this Agreement.

TERMS AND CONDITIONS OF SETTLEMENT

2. Settlement Purposes Only.

2.1 The Parties acknowledge that this Agreement is for settlement purposes only, and to the fullest extent permitted by law, neither the fact or content of this Agreement, nor any statements or action taken to negotiate or in furtherance of this Agreement, shall be construed as an admission or be admissible in evidence with respect to: (a) the validity of any claim or defense; (b) the truth of any allegation by any Party in the Action or in any other forum; (c) any wrongdoing, fault, or liability of Spotify; or (d) the certifiability of any putative class in the Action over Spotify's objection. Subject to approval by the Court, Spotify is (a) conditionally consenting to certification of the Settlement Class for settlement purposes only and (b) conditionally and only for purposes of settlement waiving its defenses to the claims of the Class Plaintiffs and Settlement Class Members who do not exercise the right to request exclusion from the Settlement Class.

2.2 If for any reason this Agreement is not approved by the Court or is otherwise terminated, Spotify reserves the right to assert any and all objections and defenses to certification of any putative class and to the claims asserted in the Action or to any claims asserted in any other forum.

3. Payments to Settlement Class Members.

3.1 Settlement Fund.

(a) Within 30 days after the Preliminary Approval Date, Spotify shall pay forty-three million, four hundred fifty thousand dollars (\$43,450,000.00) into an interest-bearing

escrow account with Depository Bank. That sum, together with any interest or earnings accrued on that amount, will constitute the Settlement Fund.

(b) Class Counsel shall be responsible for overseeing Depository Bank and its creation and maintenance of the escrow account containing the Settlement Fund. The escrow account will be structured and operated in a manner so that it constitutes a “qualified settlement fund” under U.S. Department of Treasury Regulation § 1468B-1 and Section 468B of the Internal Revenue Code of 1986, as amended.

(c) Subject to approval of Class Counsel and the Court, the Settlement Fund may be divided into multiple non-interest-bearing escrow accounts that are fully insured by the Federal Deposit Insurance Corporation or invested in instruments backed by the full faith and credit of the United States Government. All risks related to the investment of the Settlement Fund shall be borne by the Settlement Fund.

(d) Any taxes resulting from tax liabilities of the Settlement Fund shall be paid solely out of the Settlement Fund. The Settlement Fund, however, shall not be responsible for any taxes that Class Plaintiffs or Authorized Claimants may owe as a result of any distributions to them out of the Settlement Fund.

(e) Spotify shall have no right or title to the Settlement Fund, in whole or in part, and none of the Settlement Fund shall revert to Spotify. If, however, entry of a Final Order and Judgment approving this Settlement Agreement is denied, or if Spotify or Class Plaintiffs exercise their rights to terminate the settlement as described in paragraph 19, then the entirety of the Settlement Fund shall revert to Spotify.

(f) Neither Depository Bank, the escrow agent for the Settlement Fund, nor any Party to this Agreement shall cause any distribution or payment to be made from the Settlement Fund except in accordance with this Agreement or an order of the Court.

(g) In addition to payment of tax liabilities, as discussed below in paragraphs 3.3(c) and 15.1-15.2, subject to approval by the Court, the fees of the Settlement Claim Facilitator, the Incentive Awards, all expenses and costs, and a portion of the Fee Award will be paid from the Settlement Fund. The remaining money in the Settlement Fund, known as the Net Settlement Fund, will be used to pay Authorized Claimants, as discussed in paragraph 3.5.

3.2 Claims Process.

(a) The Settlement Administrator shall create a Settlement Website, the look and functionality of which shall be agreed to in all respects by the Parties, with any disputes as to the Website presented first by the Parties to the Mediator, and then resolved by the Court if mediation of the issue is unsuccessful. The Settlement Claims Webpage, to which the Settlement Website and Settlement Notice Webpage shall have prominent links, shall contain an electronic version of the Claim Form that Settlement Class Members may complete and submit online through the Settlement Website to the Settlement Administrator, as described below in paragraphs 3.2(d)-(j). The Settlement Claims Webpage also shall provide an address where Settlement Class Members may mail Claim Forms to the Settlement Administrator.

(b) Spotify shall provide the Spotify Track Database to the Settlement Administrator no later than thirty-five (35) days after the Preliminary Approval Date. Spotify will generate the Spotify Track Database at its own expense. The Spotify Track Database shall

consist of a list of as many tracks that Spotify can reasonably identify that Spotify had made available for interactive streaming and/or limited downloading during the Class Period. Spotify will provide the following information for each track (from Spotify's existing databases, to the extent the information is available in such databases): Spotify track identifier, recording name, artist name, release/album name, album label, album provider, the date when the track first went live on Spotify's service for tracks that went live on or after December 28, 2012 (tracks that went live prior to that date will state "Before Dec. 28, 2012"), a link to the playable track on Spotify's service (if the track is currently live on Spotify's service), the International Standard Recording Code ("ISRC"), and the number of times the track was streamed in the United States during the Class Period (*i.e.*, from December 28, 2012 through and including the Preliminary Approval Date). Spotify shall assemble the Spotify Track Database by making reasonable and appropriate efforts to aggregate the tracks that Spotify made available at fixed times separated by six-month intervals during the Class Period, or by such other method as the Parties shall agree.

(c) The Settlement Administrator shall make the Settlement Website, except for the Settlement Claims Webpage, available online no later than ten (10) days after the Preliminary Approval Date. The Settlement Administrator shall make the Settlement Claims Webpage available by the Settlement Claims Start Date.

(d) The Settlement Claims Webpage shall include the following features:

(i) *Instructions:* The Settlement Claims Webpage shall provide instructions to Settlement Class Members regarding how properly to submit a Claim Form, either by mail or online using the Settlement Claims Webpage.

(ii) *Access to and Disclosures Regarding Settlement Claim Facilitator:*

The Settlement Claims Webpage shall provide a link to the Settlement Claim Facilitator Webpage, through which Class Members may access the Settlement Claim Facilitator's services. The Settlement Claims Webpage and the Settlement Claim Facilitator Webpage will both include prominent disclosures that the Settlement Claim Facilitator has been selected and engaged by Class Counsel to provide assistance to Settlement Class Members who choose to request it, and that Spotify does not take any position regarding the utility of their services.

(iii) *Log-in Procedure:* The Settlement Claims Webpage shall provide a method for Settlement Class Members and the Settlement Claim Facilitator to obtain a website ID and create a password for use when logging onto the Settlement Claims Webpage. To obtain log-on credentials, Settlement Class Members will be required to provide their full legal names and email addresses at which the Settlement Administrator may contact them. In addition, if the Settlement Class Member is an entity, to obtain log-on credentials, that entity will be required to provide the full legal name of a designated contact person and an email address at which that person may be contacted.

(iv) *Printable Claim Form:* The Settlement Claims Webpage shall provide a Claim Form in PDF format that Settlement Class Members may print and fill out by hand and then mail to the Settlement Administrator. The Parties agree that the look and content of the Claim Form shall mirror the sample attached as Exhibit D.

(v) *Online Claim Form:* The Settlement Claims Webpage shall provide an online process for logged-in users to complete a Claim Form and submit it to the

Settlement Administrator. The online Claim Form shall include the following additional features to facilitate the submission of claims:

(1) If the user types a Spotify track identifier into the online Claim Form, the rest of the track-specific fields will autopopulate.

(2) If the user types an ISRC into the online claim form, the rest of the track-specific fields will autopopulate, and will add corresponding data for all tracks with that ISRC.

(3) When identifying a Claimed Musical Work, the user may submit a list of ISRCs or Spotify track identifiers embodying that Claimed Musical Work and receive a spreadsheet populated with the remaining track-specific information for those ISRCs or Spotify track identifiers. The user will be asked to review the information, make any corrections, and submit the spreadsheet as the user's Claim Form. Users submitting claims for more than one Claimed Musical Work may make multiple composition-specific submissions or submit a list of compositions owned with the associated ISRCs and/or Spotify track identifiers.

(vi) *Spotify Track Database:* The Settlement Claims Webpage shall provide logged-in users with access to the information in the Spotify Track Database for use in completing Claim Forms. Users accessing the Spotify Track Database shall be able to search based on recording name, artist name, release/album name, Spotify track identifier, and ISRC code. In addition, the audio links in the Spotify Track Database will be accessible to Settlement Class Members who have a Spotify account or obtain one (either free or Premium). The

Settlement Claims Webpage shall contain a link to enable Settlement Class Members to obtain either type of Spotify account.

(vii) *Bulk Claim Form Submission Procedure:* The Settlement Administrator shall also make available on the Settlement Claims Webpage a process for logged-in users to upload in bulk the information required in paragraph 3.2(h)-(i) for Valid Claim Forms, including by providing a templated spreadsheet and/or CSV file specifying the required fields, their order, and formatting for use by Settlement Class Members and the Settlement Claim Facilitator. If a Settlement Class Member or Settlement Claim Facilitator types either the Spotify track identifier or ISRC into a downloaded template spreadsheet and returns it to the Settlement Administrator, the Settlement Administrator will populate the spreadsheet with the remaining track-specific information (including corresponding data for all tracks with any ISRC listed by the Settlement Class Member or Settlement Claim Facilitator). The Settlement Administrator will then return the spreadsheet to the Settlement Class Member or Settlement Claim Facilitator, who will be asked to review it, make any corrections, and return it to the Settlement Administrator for final submission before the Claim Deadline.

(e) To be eligible for a payment from the Net Settlement Fund, Settlement Class Members must submit a Valid Claim Form to the Settlement Administrator. Any Settlement Class Members who have chosen to use the services of the Settlement Claim Facilitator may authorize that Settlement Claim Facilitator to submit a Claim Form to the Settlement Administrator. The validity of the Claim Form shall not be affected by the fact that it was submitted by a Settlement Claim Facilitator rather than by a Settlement Class Member.

(f) A Valid Claim Form is a Claim Form that is: (i) fully executed and contains all of the information required by paragraph 3.2(h)-(i); and (ii) timely submitted to the Settlement Administrator, either by using the online form on the Settlement Claims Webpage before the Claim Deadline or by mailing the completed Claim Form to the Settlement Administrator postmarked before the Claim Deadline. The Claim Deadline shall be two hundred ten (210) days after the Settlement Claims Start Date, or such other date that the Court may order. Any Claim Form that either: (i) is not fully executed and/or does not contain all of the information required by paragraph 3.2(h)-(i); or (ii) is not either submitted online or received by mail postmarked by the Claim Deadline—including any Claim Forms that are sent to the wrong location—shall be deemed invalid and shall not be eligible for a payment from the Net Settlement Fund; however, the Settlement Administrator may permit Settlement Class Members to correct deficient Claim Forms and resubmit them as long as such forms are resubmitted online or received by mail postmarked no later than fourteen (14) days after the Claim Deadline.

(g) The Settlement Administrator may disregard immaterial deficiencies in a Claim Form, but failure to provide both a correct Spotify track identification number and a correct U.S. copyright registration number (or application number) is material and will result in rejection of the Claim.

(h) To be deemed a fully and correctly executed Valid Claim Form, the Claim Form, as submitted, must contain the following information:

(i) *Information about the Settlement Class Member:* The Claim Form must provide the full legal name of the Settlement Class Member, telephone number, mailing

address, and email address (if available) of the Settlement Class Member. If the Settlement Class Member is an entity, the Claim Form must also provide the full legal name, telephone number, mailing address, and email address (if available) of a designated contact person to whom the Settlement Class Member authorizes the Settlement Administrator to send all communications regarding this Settlement and any claims or Ownership Disputes or Royalty Ownership Disputes arising out of any claims submitted by that Settlement Class Member. In addition, if the Settlement Class Member is an entity, the Claim Form must provide the full legal names of all parent or subsidiary companies of the Settlement Class Member.

(ii) *Authorization of Settlement Claim Facilitator:* If, in accordance with paragraph 3.3(b) of this Agreement, the Settlement Class Member has chosen to retain the Settlement Claim Facilitator to submit a Claim Form on the Settlement Class Member's behalf, the Claim Form must contain or be accompanied by a written authorization physically or electronically signed by the Settlement Class Member.

(iii) *Information about each Claimed Musical Work:* The Claim Form must provide: (a) the U.S. copyright registration number (or copyright registration application number) for each Claimed Musical Work owned by the Settlement Class Member that the Settlement Class Member contends that Spotify made available for interactive streaming and/or limited downloading during the Class Period without a license; (b) the Settlement Class Member's ownership share of the U.S. copyright in each Claimed Musical Work; and (c) the Spotify track identifier from the Spotify Track Database, which shall be available on the

Settlement Claims Webpage, for one or more recordings embodying each Claimed Musical Work.

(i) The Claim Form, whether submitted by the Settlement Class Member directly or via the Settlement Claim Facilitator, must include an affirmation that the Settlement Class Member is submitting the information in the Claim Form under penalty of perjury.

(j) The Claim Form may also request optional information, which will clearly be labeled as optional additional information, including the identities of any other owners of the Claimed Musical Work and their respective ownership shares (if either is known to the Settlement Class Member), the International Standard Musical Work Code (“ISWC”), Interested Parties Information Code (“IPI”), International Standard Recording Code (“ISRC”), and Harry Fox Agency Song Code (“HFA Code”). No Claim Form shall fail to be deemed a Valid Claim Form because it omits any optional information.

(k) The Settlement Claims Webpage shall include a prominent reminder to Settlement Class Members that they must update the Settlement Administrator with any changes to their contact information.

(l) The Settlement Administrator shall deliver to Class Counsel and Spotify a database of the information from all Valid Claim Forms no later than thirty (30) days after the Claims Deadline. That database shall contain—in electronic, searchable, and analyzable format (*e.g.*, in Microsoft Excel or another database format)—the following information for each Settlement Class Member who submitted a Valid Claim Form: (i) the full legal name of the Settlement Class Member; (ii) the mailing address, telephone number, and email address (if

provided) of the Settlement Class Member; (iii) the U.S. copyright registration number (or copyright registration application number) for each Claimed Musical Work owned by the Settlement Class Member that the Settlement Class Member contends that Spotify made available for interactive streaming and/or limited downloading during the Class Period without a license; (iv) the Settlement Class Member's ownership share of the U.S. copyright for each Claimed Musical Work; (v) the track identification numbers for each recording embodying each Claimed Musical Work; and (vi) any optional information provided by the Settlement Class Member. That database shall also identify which Valid Claim Forms are subject to an Ownership Dispute (as described in paragraph 3.4(a)).

3.3 Settlement Claim Facilitator.

(a) Selection

(i) Class Counsel may enter into a contractual arrangement with a Settlement Claim Facilitator, which shall be a third-party service provider with the requisite experience (A) to assist Settlement Class Members in identifying tracks embodying their works that were available on Spotify's service during the Class Period; and (B) to identify individuals and entities that have not filed claims but qualify as Settlement Class Members.

(ii) To be eligible to be a Settlement Claim Facilitator, with the exception of Royalty Review Council and Music Reports, Inc., the provider (including any of its subsidiaries, affiliates, employees, officers, or directors) cannot be affiliated or associated with, and cannot have been previously retained by, any Class Plaintiff, Class Counsel, or Spotify (provided that Spotify may, after the Claim Deadline, contract with the Settlement Claim

Facilitator for the provision of services other than those specified in this Agreement). Nothing in the foregoing or otherwise in the Agreement shall limit the ability of Class Counsel to hire, at its expense, any expert or consultant of its choosing to assist Class Counsel with the administration of claims, so long as that expert or consultant (i) is not the Settlement Claim Facilitator or working directly with the Settlement Claim Facilitator, and (ii) is not permitted to obtain, review, or otherwise access any data required to be provided by Spotify under this Agreement absent express written consent from Spotify. In addition, the provider must execute an agreement with Spotify agreeing: (a) to maintain the confidentiality of all data obtained from Spotify or the Spotify Track Database, including by not sharing such data with any person who has ever been retained or consulted by Class Counsel as an expert or consultant in connection with the Action that Spotify has previously objected to pursuant to the Protective Order (and for the avoidance of doubt and notwithstanding the foregoing, such data may be shared by the provider with Class Counsel); (b) not to integrate any data obtained from Spotify or the Spotify Track Database into other databases that the Settlement Claim Facilitator might use or maintain for any other purpose; (c) to use all data obtained from Spotify or the Spotify Track Database solely for purposes of providing the services specified in this Agreement; and (d) to delete permanently or return to Spotify all copies of all data obtained from Spotify, including but not limited to the Spotify Track Database, upon the conclusion of the Settlement Claim Facilitator's performance under this Agreement or upon the termination of the retention of the Settlement Claim Facilitator, whichever is earlier.

(iii) Class Counsel shall propose a potential Settlement Claim Facilitator to Spotify no later than ten (10) days after the Preliminary Approval Date, except that Music Reports Inc. (“Music Reports”) shall be deemed to have been proposed by Class Counsel as a potential Settlement Claim Facilitator effective as of the execution of this Settlement Agreement, and Spotify shall not reject Music Reports as a Settlement Claim Facilitator except as permitted by paragraph 3.3(a)(iv)(B) of this Agreement regarding execution of the confidentiality agreement described by paragraph 3.3(a)(ii).

(iv) Spotify shall have the right to reject a proposed Settlement Claim Facilitator within fourteen (14) days if: (A) the proposed Settlement Claim Facilitator is affiliated with any Class Plaintiff, Class Counsel; (B) the proposed Settlement Claim Facilitator fails to execute the confidentiality agreement described in paragraph 3.3(a)(ii); or (C) the proposed Settlement Claim Facilitator is not qualified to assist Settlement Class Members in identifying tracks embodying their works that were available on Spotify’s service during the Class Period. Spotify’s decision to veto a proposed Settlement Claim Facilitator on the ground that it is not qualified must be based on a reasonable determination, with any disputes presented first by the Parties to the Mediator, and then resolved by the Court if mediation of the issue is unsuccessful.

(v) The approved Settlement Claim Facilitator will be identified on the Settlement Claim Facilitator Webpage.

(b) **Services to Be Provided.**

(i) The Settlement Claim Facilitator shall offer its services to all Settlement Class Members who request them, commencing on the Settlement Claims Start Date.

(ii) The decision by a Settlement Class Member whether or not to utilize the Settlement Claim Facilitator shall be entirely voluntary. A Settlement Class Member may submit a Claim Form without using the services of the Settlement Claim Facilitator. In addition, rather than utilizing the Settlement Claim Facilitator, a Settlement Class Member may choose to retain a different agent of his, her, or its choosing in order to provide assistance in submitting a Claim Form under arrangements for which the Settlement Class Member negotiates and pays.

(iii) If a Settlement Class Member chooses to utilize the Settlement Claim Facilitator, that Settlement Claim Facilitator will have the same ability to access and use the Settlement Claims Webpage as that Settlement Class Member, and may (if authorized by a Settlement Class Member) submit a Claim Form on behalf of that Settlement Class Member. The Settlement Administrator shall work with the Settlement Claim Facilitator to allow the submission of claims through the Settlement Claim Facilitator's website.

(iv) Spotify shall provide the approved Settlement Claim Facilitator with a copy of the Spotify Track Database within five (5) businesses days of providing the Database to the Settlement Administrator. The parties may agree to provide the approved Settlement Claim Facilitator with additional confidential information subject to a binding confidentiality and nondisclosure agreement. The Settlement Claim Facilitator may analyze all

of this data solely for purposes of identifying Settlement Class Members and of helping Settlement Class Members complete and submit Claim Forms.

(v) Commencing seventy (70) days after the Settlement Claims Start Date, the approved Settlement Claim Facilitator may contact Settlement Class Members who have not yet submitted Claim Forms and provide them with information regarding their right to do so. That notice shall be drafted by Class Counsel and must receive the approval of Spotify, with any disputes presented first by the Parties to the Mediator, and then resolved by the Court if mediation of the issue is unsuccessful.

(vi) Any outreach to Settlement Class Members by the Settlement Claim Facilitator shall be conducted under the supervision and control of Class Counsel. Spotify shall have no role in such outreach or its supervision or control, except as specified in paragraph 3.3(b)(v).

(c) **Payment of Settlement Claim Facilitator.**

(i) Class Counsel shall have sole responsibility to negotiate and pay for fees incurred by the Settlement Claim Facilitator, with such fees to be deducted from the Settlement Fund as an expense.

(ii) Spotify agrees not to oppose Class Counsel's application for reimbursement for the fees of the Settlement Claim Facilitator from the Settlement Fund.

3.4 **Ownership Disputes.**

(a) An Ownership Dispute arises when the Settlement Administrator receives multiple timely Valid Claim Forms with inconsistent or competing claims of ownership to the

same Claimed Musical Work. If an Ownership Dispute arises, the Settlement Administrator shall mail or email each Settlement Class Member who submitted such a claim form a Notice of Ownership Dispute containing all of the information provided by the other Settlement Class Members claiming ownership in whole or in part of that Claimed Musical Work. The Settlement Administrator shall mail or email all Notices of Ownership Dispute to Settlement Class Members no later than thirty (30) days after the Claims Deadline.

(b) The Notice of Ownership Dispute shall inform the recipients that they have thirty (30) days to reach an agreement among themselves as to the proper ownership share for the disputed Claimed Musical Work and resubmit corrected Claim Forms by mail or email to the Claims Administrator. Upon written request of any recipient of a Notice of Ownership Dispute, the Settlement Administrator will schedule and convene a teleconference for the recipients to discuss the Ownership Dispute.

(c) If the recipients of a Notice of Ownership Dispute are unable to reach agreement within the thirty (30)-day period, the Settlement Administrator will mail or email the recipients a Notice of Unresolved Ownership Dispute. That Notice of Unresolved Ownership Dispute will inform the recipients that the Settlement Administrator will hold the payment that is the subject of the disputed claims in escrow until such time as the recipients are able to resolve the Ownership Dispute, either voluntarily amongst themselves or by commencing an appropriate action in a court or other tribunal with jurisdiction over the parties. Neither the Settlement Administrator nor Spotify shall be deemed to be a necessary party to such an action. Following the resolution of the Ownership Dispute, upon written request by the affected Settlement Class

Members or submission of a certified copy of the judgment of the court or other tribunal, the Settlement Administrator will disburse the payment as appropriate in light of the agreement or judgment.

(d) The Settlement Administrator shall deliver to Class Counsel and Spotify an updated database of the information from all Valid Claim Forms, which reflects the resolution of all resolved Ownership Disputes to Claimed Musical Works, no later than seventy-five (75) days after the Claims Deadline. The database shall also identify any unresolved Ownership Disputes, and the Settlement Administrator shall provide updated information as the Disputes are resolved.

(e) Each Settlement Class Member who submitted a Valid Claim Form in this database shall be an Authorized Claimant who is entitled to receive a payment from the Net Settlement Fund.

3.5 Allocation of Net Settlement Fund.

(a) Each Authorized Claimant shall receive a Settlement Payment in accordance with the Allocation Plan described herein, which may be modified by Class Counsel depending on the Valid Claim Forms received and the number of opt outs, if any, subject to Court approval. Each Authorized Claimant shall receive a minimum pro rata payment from a fixed portion of the Net Settlement Fund, regardless of the number of times their Claimed Works have been streamed or downloaded. Additionally, Authorized Claimants whose Claimed Works have been streamed more than 100 times (or such other threshold as may be appropriate after consideration of the Valid Claim Forms submitted) shall receive a payment from the Settlement

Fund which shall be a percentage of the remaining Net Settlement Fund determined by dividing (i) the total number of streams (through the Preliminary Approval Date) for the Claimed Musical Works of the Authorized Claimant by (ii) the total number of streams for all Claimed Musical Works (through the Preliminary Approval Date) identified by all Authorized Claimants. In the event that an Authorized Claimant is only a partial owner of the copyright for a particular Claimed Musical Work, the number of streams for that Musical Work shall be discounted in accordance with that Authorized Claimant's ownership share.

(b) The Settlement Administrator shall mail or electronically transfer Settlement Payments to Authorized Claimants no later than sixty (60) days after the later of: (i) the delivery by the Settlement Administrator of the Valid Claim Form database described in paragraph 3.4(d) following the resolution of all Ownership Disputes; (ii) the Effective Date; or (iii) approval by the Court of any administrative determinations of the Settlement Administrator, in the event that any Party or Settlement Class Member requests a ruling by the Court on a disputed issue.

(c) If there is any balance remaining in the Net Settlement Fund after six months from the date of distribution of the Net Settlement Fund (whether because of uncashed Settlement Payments, tax refunds, or other reasons), the Settlement Administrator, in consultation with Class Counsel, shall, if feasible and economical, reallocate such balance among Authorized Claimants who have cashed Settlement Payments in an equitable and economical fashion. If Class Counsel concludes that it is uneconomical or infeasible to

undertake a further distribution of remaining amounts in the Net Settlement Fund, the parties will propose an appropriate disposition of those amounts for the Court's consideration and approval.

4. **Future Royalty Payments Program.**

4.1 **Obligation to Pay Future Royalties.**

(a) In addition to a payment from the Net Settlement Fund in accordance with paragraph 3, Spotify will also pay mechanical license royalties to Settlement Class Members who become Identified Royalty Claimants with respect to one or more Claimed Musical Works.

(b) The mechanical license royalty for each Claimed Musical Work shall be calculated by Spotify in accordance with 37 C.F.R. §§ 385.10-17, or any subsequently-adopted regulation or statute governing calculation of mechanical license royalties pursuant to a compulsory license.

(c) On a quarterly basis, Spotify will create the Unmatched Track Royalty Reserve, an accounting reserve for mechanical license royalties for all tracks that Spotify makes available following the Preliminary Approval Date for which Spotify has not paid royalties to the owner of the musical composition.

(d) To be an Identified Royalty Claimant with respect to a track embodying a Claimed Musical Work, a Settlement Class Member must not be subject to a Royalty Ownership Dispute with respect to that Claimed Musical Work and must be either be: (i) an Authorized Claimant with respect to that Claimed Musical Work, which is a Settlement Class Member who submitted a Valid Claim Form identifying tracks embodying that Claimed Musical Work to the Settlement Administrator and received a distribution from the Net Settlement Fund; or (ii) a

Settlement Class Member who did not opt out of the Settlement Class, whether or not that Settlement Class Member had submitted a Claim Form identifying that Claimed Musical Work by the Claim Deadline, and who (A) submits a Valid Royalty Claim Form identifying one or more tracks embodying that Claimed Musical Work to the Settlement Administrator using the Future Royalty Payments Program Website; (B) after the Future Royalty Claiming Website is no longer operational, validly identifies to Spotify pursuant to paragraph 4.3(d) one or more tracks embodying that Claimed Musical Work; or (C) with respect to tracks made available by Spotify for interactive streaming and/or downloading after the Preliminary Approval Date that embody a Claimed Musical Work, identifies itself to Spotify in accordance with the methods available to a copyright owner that wishes to obtain royalties pursuant to Section 115 of the Copyright Act and the regulations thereunder governing Notices of Intention to Obtain Compulsory License, or any subsequently-adopted regulation or statute governing mechanical license royalties.

(e) Mechanical license royalties paid under this Future Royalty Payments Program will accrue on a quarterly calendar basis. Spotify may choose, at its discretion, the beginning and end dates of each quarterly royalty period. The payment in the first quarterly royalty period for an Identified Royalty Claimant shall include all mechanical license royalties accrued since the Preliminary Approval Date with respect to tracks validly claimed by that Claimant in a Valid Claim Form or in accordance with paragraphs 4.3(d), 4.3(e), 4.3(f), 4.3(g), and/or 4.3(h)-(k), except as provided in paragraph 4.4 (regarding Claimed Musical Works subject to a Royalty Ownership Dispute). If an Identified Royalty Claimant subsequently validly identifies to Spotify additional tracks embodying that Claimant's Claimed Musical Works in

accordance with the procedures of paragraphs 4.3, then the next quarterly royalty payment to that Identified Royalty Claimant shall include all mechanical license royalties accrued since the Preliminary Approval Date with respect to the newly identified tracks, except as provided in paragraph 4.4 (regarding Claimed Musical Works subject to a Royalty Ownership Dispute).

(f) Except as provided in paragraph 4.4 (regarding Claimed Musical Works subject to a Royalty Ownership Dispute), mechanical license royalties for the first quarterly royalty period shall be paid within the later of: (i) nine months after the Effective Date; or (ii) six months after Spotify receives the database from the Settlement Administrator with the final list of Identified Royalty Claimants (as described in paragraphs 1.23 and 4.1(d)). Except as provided in paragraph 4.4 (regarding Claimed Musical Works subject to a Royalty Ownership Dispute), mechanical license royalties for subsequent quarterly royalty periods shall be paid within six months after the later of: (i) the end of the quarterly royalty period; or (ii) the date that Spotify receives the database from the Settlement Administrator with the final list of Identified Royalty Claimants who submitted Valid Royalty Claim Forms during the previous quarterly royalty period. Spotify reserves the right to remit those payments directly or through the Settlement Administrator or another agent or administrator.

(g) Spotify shall have the discretion to assume any or all of the duties of the Settlement Administrator concerning the Future Royalty Payments Program (as set forth in paragraph 4) or to delegate some or all of those duties to another agent or administrator, provided that Spotify or the other agent or administrator comply with the obligations assigned to the Settlement Administrator under this paragraph 4.

4.2 Designation of Initial Royalty Payment Quarter.

(a) Within ninety (90) days after the Claim Payment Date, Spotify shall inform the Settlement Administrator of the end date of the first quarterly royalty period in accordance with paragraphs 4.1(d) and (e).

(b) Within ninety (90) days after the Claim Payment Date, Spotify shall inform the Settlement Administrator which Authorized Claimants, if any, that Spotify can reasonably identify whose Claimed Musical Works create Royalty Ownership Disputes. Spotify will provide the Settlement Administrator and Class Counsel with the basis for its contention that a Royalty Ownership Dispute exists and reasonably available non-confidential information sufficient to show the existence of the dispute. The Settlement Administrator shall then commence the Royalty Ownership Dispute resolution process described in paragraph 4.4 with respect to those Authorized Claimants. All other Authorized Claimants shall be deemed to be Identified Royalty Claimants eligible to receive payment of mechanical license royalties commencing with the first quarterly payment.

4.3 Opportunity To Claim Future Royalty Payments.

(a) No later than sixty (60) days after the Claim Deadline, the Settlement Administrator will convert the Settlement Claim Webpage into the Future Royalty Payments Program Website, which shall contain the same functionality as the Settlement Claim Webpage described in paragraph 3.2. In Spotify's discretion, the Future Royalty Claims Website may be administered by Spotify, by the Settlement Claims Facilitator, or by another third party agent or administrator in lieu of the Settlement Administrator. The Future Royalty Payment Program

Website shall contain the Royalty Claim Form that Settlement Class Members may complete and submit online to the Settlement Administrator until the Future Royalty Payment Program Website is no longer operational, which shall be no earlier than five (5) years after the Claim Payment Date. Spotify's sole obligation with respect to this database shall be to provide, once every six (6) months, updated U.S. stream counts for the tracks in the database.

(b) The Parties agree that the look and content of the Royalty Claim Form shall mirror the sample attached as Exhibit E to this settlement, with any disputes as to the Royalty Claim Form presented first by the Parties to the Mediator, and then resolved by the Court if mediation of the issue is unsuccessful.

(c) The Settlement Administrator shall maintain the Future Royalty Payments Program Website for five (5) years following the Claim Payment Date. Spotify shall have discretion to alter (or to direct the Settlement Administrator to do so) the Future Royalty Payments Program Website if reasonably necessary to account for changes in technology or user behavior, or otherwise as needed to ensure that the Royalty Claim Form remains accessible to Settlement Class Members until five (5) years after the Claim Payment Date.

(d) After the Future Royalty Program Website is no longer in operation, Spotify will, for five (5) years, maintain on its website instructions for how Settlement Class Members may submit a claim for payment of royalties from the Unmatched Track Royalty Reserve. Those instructions shall not require the submission of more information than the information required by the Royalty Claim Form, unless additional or different information is reasonably necessary under the standard set forth in subparagraph (p), below. But Spotify is not

required to provide access to the Spotify Track Database or provide the other information or functionality of the Future Royalty Payments Program Website.

(e) Spotify will continue to pay valid claims for payment of royalties that it receives after the expiration of the period specified in subparagraph (d), above.

(f) With respect to tracks added to Spotify's service after the Preliminary Approval Date that embody Claimed Musical Works, Spotify will follow the procedures that would apply under Section 115 of the Copyright Act, and the regulations thereunder, for the filing of Notices of Intention to Obtain Compulsory License, or any similar subsequently-enacted statute and regulations.

(g) A Settlement Class Member who had previously submitted a Valid Claim Form or a Valid Royalty Claim Form may at their discretion submit additional Valid Royalty Claim Forms to identify additional Claimed Musical Works or tracks embodying a Claimed Musical Work or to update Spotify and the Settlement Administrator about changes in ownership to Claimed Musical Works.

(h) To be deemed a fully and correctly executed Valid Royalty Claim Form, the Royalty Claim Form, as submitted, must contain the following information:

(i) *Information about the Settlement Class Member:* The Royalty Claim Form must provide the full legal name, telephone number, mailing address, and email address (if is available) of the Settlement Class Member. If the Settlement Class Member is an entity, the Royalty Claim Form must also provide the full legal name, telephone number, mailing address, and email address (if available) of a designated contact person to whom the Settlement

Class Member authorizes the Settlement Administrator to send all communications regarding this Settlement and any claims or Royalty Ownership Disputes arising out of any claims submitted by that Settlement Class Member. In addition, if the Settlement Class is an entity, the Royalty Claim Form must provide the full legal names of all parent or subsidiary companies of the Settlement Class Member.

(ii) *Authorization of Settlement Claim Facilitator:* If, in accordance with paragraph 3.3(b) of this Agreement, the Settlement Class Member has chosen to retain the Settlement Claim Facilitator to submit a Royalty Claim Form, the Royalty Claim Form must contain or be accompanied by a written authorization physically or electronically signed by the Settlement Class Member.

(iii) *Information about each Claimed Musical Work:* The Royalty Claim Form must provide: (a) the U.S. copyright registration number (or copyright registration application number) for each Claimed Musical Work owned by the Settlement Class Member that the Settlement Class Member contends that Spotify made available for interactive streaming and/or limited downloading during the Class Period without a license; (b) the Settlement Class Member's ownership share of the U.S. copyright in each Claimed Musical Work; and (c) the Spotify track identifier from the Spotify Track Database, which shall be available on the Future Royalty Payments Program Website, for one or more recordings embodying each Claimed Musical Work.

(i) The Royalty Claim Form, whether submitted by the Settlement Class Member directly or by the Settlement Claim Facilitator, must include an affirmation that the

Settlement Class Member is submitting the information in the Royalty Claim Form under penalty of perjury.

(j) The Royalty Claim Form may also request optional information, which will clearly be labeled as optional additional information, including the identities of any other owners of the Claimed Musical Work and their respective ownership shares (if either is known to the Settlement Class Member); the International Standard Musical Work Code (“ISWC”), Interested Parties Information Code (“IPI”), International Standard Recording Code (“ISRC”), and Harry Fox Agency Song Code (“HFA Code”). The omission of any optional information shall not affect the validity of a Royalty Claim Form.

(k) To be a Valid Royalty Claim Form, the Royalty Claim Form also must be timely submitted either to the Settlement Administrator using the Future Royalty Payments Program Website (during the five-year period during which that Website is operational), or (for the five year period after that Website ceases operation) to Spotify using the process identified on Spotify’s website in accordance with paragraph 4.3(d) of this Agreement, or (after the expiration of that five-year period) received by Spotify and found to be a valid claim.

(l) Within thirty (30) days of the end of each quarterly royalty period during the five-year period that the Future Royalty Payments Program Website is operational, the Settlement Administrator shall deliver to Spotify a database of the information from Valid Royalty Claim Forms received during that quarterly royalty period. That database shall contain—in electronic, searchable, and analyzable format (*e.g.*, in Microsoft Excel, CSV, or another database format)—the following information for each Settlement Class Member who

submitted a Valid Royalty Claim Form during the quarterly royalty period: (i) the full legal name of the Settlement Class Member; (ii) the mailing address, telephone number, and email address of the Settlement Class Member; (iii) the U.S. copyright registration number (or copyright registration application number) for each Claimed Musical Work owned by the Settlement Class Member that the Settlement Class Member contends that Spotify made available for interactive streaming and/or limited downloading during the Class Period without a license; (iv) the Settlement Class Member's ownership share of the U.S. copyright for each Claimed Musical Work; (v) the track identification numbers for each recording embodying each Claimed Musical Work; and (vi) any optional information provided by the Settlement Class Member. That database shall also identify which Valid Royalty Claim Forms are subject to a Royalty Ownership Dispute (as described in paragraph 1.41).

(m) After receiving the database, Spotify shall inform the Settlement Administrator if any Valid Royalty Claim Forms create Royalty Ownership Disputes between Settlement Class Members and non-Settlement Class Members. Spotify may also inform the Settlement Administrator at any time of any Royalty Ownership Disputes with respect to Claimed Musical Works of Identified Royalty Claimants that Spotify may later discover. The Settlement Administrator may also identify Royalty Claim Forms subject to Royalty Ownership Disputes.

(n) The Settlement Claim Facilitator may, during the five-year period that the Future Royalty Payments Program Website is operational, be retained and, if so, shall be supervised by Class Counsel to: (i) offer assistance to Settlement Class Members who seek help

in submitting Royalty Claim Forms (under the same procedures and limitations described in paragraphs 3.3(b)(i)-(iv)); and (ii) identify and contact Settlement Class Members who have not yet filed Royalty Claim Forms under the supervision and control of Class Counsel (under the same procedures and limitations described in paragraphs 3.3(b)(v)-(vi)). Spotify's sole obligation with respect to the Settlement Claim Facilitator designated by Class Counsel is to provide, once every six (6) months during the five-year period that the Future Royalty Payments Program Website is operational, updated U.S. stream counts for all tracks in the Spotify Track Database. Spotify also shall consider in good faith requests from Class Counsel to provide additional data to the designated Settlement Claim Facilitator if such data would enable any new, recognized best practices in identifying Settlement Class Members with unfiled claims.

(o) Settlement Class Members who submitted Valid Royalty Claim Forms that are not subject to a Royalty Ownership Dispute shall be deemed to be Identified Royalty Claimants as of the start of the next quarterly royalty period. Spotify will continue paying that Identified Royalty Claimant the mechanical license royalty for that Identified Royalty Claimant's Claimed Musical Works in future royalty periods. Identified Royalty Claimants need not submit additional Royalty Claim Forms in order to receive future royalty payments with respect to the same Claimed Musical Works.

(p) During the period in which the Future Royalty Payments Program Website is operational, Spotify may change (or may direct the Settlement Administrator to change) the Royalty Claim Form to require additional or different information than the information required in paragraph 4.3(h), and also may contact (or direct the Settlement Administrator to contact)

Identified Royalty Claimants to obtain additional or different information than the information required in paragraph 4.3(h), if the change is reasonably necessary in order to calculate payments equal to statutory mechanical royalties under 17 U.S.C. § 115, including any future changes to the method of calculation adopted under 17 U.S.C. § 801(b) or subsequently-enacted statutory provisions governing calculation of statutory mechanical royalties. In the event that Spotify adopts changes to the Royalty Claim Form in accordance with this paragraph, a Settlement Class Member must provide the additional or different information requested in order to become (or continue to be) an Identified Royalty Claimant with respect to unpaid mechanical license royalties.

(q) The Future Royalty Payments Program Website shall include a reminder to Settlement Class Members that they must update the Settlement Administrator and Spotify with any changes to their contact information. The Future Royalty Payments Program Website shall contain an email address and a mailing address to which Identified Royalty Claimants may provide their updated contact information.

(r) No later than five (5) years following the Claim Payment Date, Spotify shall post information on its website regarding how Identified Royalty Claimants may update Spotify regarding changes in their contact information or changes in ownership of Claimed Musical Works identified in Valid Royalty Claims. The Settlement Administrator shall email this information to all Identified Royalty Claimants on or before the date on which the Future Royalty Payments Program Website is no longer operational.

4.4 **Royalty Ownership Disputes.**

(a) The Settlement Administrator shall resolve any Royalty Ownership Disputes as follows:

(i) In the event that the dispute is among Settlement Class Members who submitted competing Valid Royalty Claim Forms and/or a competing Valid Claim Form, or competing claims pursuant to paragraphs 1.41(c) and/or 1.41(d), the Settlement Administrator shall mail or email Settlement Class Member a Form a Notice of Ownership Dispute containing all of the information provided by the other Settlement Class Members claiming ownership of that Claimed Musical Work. In the event that one or more Settlement Class Members asserts an inconsistent or competing claim of ownership to a musical composition that Spotify has reason to believe may be owned, in whole or in part, by a person or entity who is not a Settlement Class Member, the Settlement Administrator shall mail or email a Notice of Ownership Dispute containing all of the information provided by the Settlement Class Members claiming ownership of that Claimed Musical Work to both the Settlement Class Members involved in the Royalty Ownership Dispute and the non-Settlement Class Member.

(ii) If the recipients of the Notice of Ownership Dispute are all Settlement Class Members, the Notice of Ownership Dispute shall inform the recipients that they have sixty (60) days to reach an agreement among themselves as to the proper ownership share for the disputed Claimed Musical Work and resubmit corrected Royalty Claim Forms and/or corrected Valid Claim Forms. Upon written request of any recipient of a Notice of Ownership Dispute, the Settlement Administrator (or Spotify) will schedule and convene a teleconference for the recipients to discuss the dispute.

(iii) If the recipients of a Notice of Ownership Dispute are all Settlement Class Members and are unable to reach agreement within the sixty (60)-day period, the Settlement Administrator will mail or email the recipients a Notice of Unresolved Ownership Dispute. That Notice of Unresolved Ownership Dispute will inform the recipients that Spotify will hold future payments of statutory mechanical royalties for the disputed Claimed Musical Work in escrow until such time as the recipients are able to resolve the Royalty Ownership Dispute, either voluntarily amongst themselves or by commencing an appropriate action in a court or other tribunal with jurisdiction over the parties. Neither the Settlement Administrator nor Spotify shall be deemed to be a necessary party to such an action. Following the resolution of the Royalty Ownership Dispute, upon written request from the affected Settlement Class Members, Spotify will remit the escrowed funds, and pay future statutory mechanical royalties, in accordance with the recipients' agreement or the final judgment resolving the recipients' dispute.

(iv) If any of the recipients of the Notice of Ownership Dispute are not Settlement Class Members, the Notice of Ownership Dispute shall inform the recipients that Spotify will hold future payments to the Settlement Class Members of statutory mechanical royalties for the disputed Claimed Musical Work in escrow until such time as the recipients are able to resolve the Royalty Ownership Dispute, either voluntarily amongst themselves or by commencing an appropriate action in a court or other tribunal with jurisdiction over the parties. Neither the Settlement Administrator nor Spotify shall be deemed to be a necessary party to such an action. Following the resolution of the Royalty Ownership Dispute, upon written request

from the affected Settlement Class Members, Spotify will remit the escrowed funds, and pay future statutory mechanical royalties, in accordance with the recipients' agreement or the final judgment resolving the recipients' dispute.

(b) The Settlement Class Members involved in a Royalty Ownership Dispute shall inform the Settlement Administrator of the resolution of the Royalty Ownership Dispute and how the information in their Valid Royalty Claim Forms and/or Valid Claim Forms should be revised to reflect the resolution of the Royalty Ownership Dispute.

(c) As Royalty Ownership disputes are resolved, the Settlement Administrator shall inform Spotify and deliver to it an updated database of the information from all Valid Royalty Claim Forms and/or Valid Claim Forms as to which Royalty Ownership Disputes have been resolved.

(d) In the event that a Royalty Ownership Dispute is not resolved in time for the Settlement Administrator to include the affected Settlement Class Members in the final database discussed in paragraph 4.3(l) for a particular royalty quarterly period, Spotify shall not be obligated to distribute payments of mechanical license royalties from the Unmatched Royalty Track Reserve to those Settlement Class Members until the distribution of the payment for the following quarterly royalty period.

4.5 Other Provisions.

(a) In the event that a mechanical license royalty payment sent to an Identified Royalty Claimant is not cashed within six (6) months or returned because the Identified Royalty Claimant has failed to provide updated contact information to the Settlement Administrator,

Spotify shall have no obligation to engage in skip tracing or other efforts to obtain correct contact information for that Identified Royalty Claimant. Spotify will reissue an uncashed payment to an Identified Royalty Claimant upon request, and will reissue a returned payment once the Identified Royalty Claimant has provided Spotify with updated contact information through the process specified in paragraph 4.4.

(b) In the event that Spotify has a license and/or is paying royalties to an Identified Royalty Claimant for a Claimed Musical Work, Spotify shall have no obligation to pay duplicative royalties to that Identified Royalty Claimant under the Future Royalty Payments Program.

(c) In the event that Spotify discovers evidence or otherwise learns that an Identified Royalty Claimant may be improperly receiving mechanical license royalties for a Claimed Musical Work, Spotify shall have discretion to discontinue royalty payments to that Identified Royalty Claimant. That Identified Royalty Claimant must then reimburse Spotify for any improperly received mechanical license royalties. If an Identified Royalty Claimant believes that Spotify has incorrectly terminated or sought reimbursement for mechanical license royalty payments made under this Future Royalty Payments Program or has failed to pay mechanical license royalty payments under this Future Royalty Payments Program or has failed to provide the notice required by paragraph 4.3(h) regarding tracks embodying Claimed Musical Works added to Spotify after the Preliminary Approval date, that Identified Royalty Claimant cannot assert any Released Claims against any Spotify Releasee, but may bring an action for declaratory

relief and/or to enforce Spotify's obligation to make payments under the Future Royalty Payments Program, as set forth in paragraph 4.

(d) Regardless of whether a Settlement Class Member is an Identified Royalty Claimant with respect to a particular copyrighted musical composition, a Settlement Class Member may either directly or through an agent or administrator contract out of the Future Royalty Payments Program by entering into a separate contract with Spotify regarding royalties for copyrighted musical compositions.

5. Audit Rights.

5.1 Following the Claim Payment Date, upon written notice to the Settlement Administrator and Spotify, a Settlement Class Member may elect to conduct a Plenary Audit of mechanical license royalties paid to that Settlement Class Member under the Future Royalty Payments Program during the preceding period of up to two years since the commencement of the Future Royalty Payments Program, if the requesting Settlement Class Member is an Identified Royalty Claimant with respect to Claimed Musical Works for which either: (a) the value of the royalties accrued in the previous calendar year (based solely on Spotify's calculation of royalties pursuant to 17 U.S.C. § 115) was twenty thousand dollars (\$20,000) or more; or (b) tracks embodying those Claimed Musical Works were streamed during the previous calendar year two million (2,000,000) or more times. Following the Claim Payment Date, upon written notice to the Settlement Administrator and Spotify, a Settlement Class Member may elect to conduct a Streamlined Audit of mechanical license royalties paid to that Settlement Class Member under the Future Royalty Payments Program during the preceding period of up to two

years since the commencement of the Future Royalty Payments Program, if the requesting Settlement Class Member is an Identified Royalty Claimant with respect to Claimed Musical Works for which either: (a) the value of the royalties accrued in the previous calendar year (based solely on Spotify's methodology for calculating royalties pursuant to 17 U.S.C. § 115) was less than twenty thousand dollars (\$20,000); or (b) tracks embodying those Claimed Musical Works were streamed during the previous calendar year fewer than two million (2,000,000) times.

5.2 Spotify shall not be obligated to engage in a Plenary Audit in the manner set forth in paragraphs 5.4(a)-(d) more than once every two-year period commencing with the Claim Payment Date. A Settlement Class Member may request a Streamlined Audit no more than once every two-year period commencing with the Effective Date. No Settlement Class Member is entitled to request either a Plenary Audit or a Streamlined Audit more than eight years after the Effective Date. And neither a Plenary Audit nor a Streamlined Audit may audit or otherwise examine royalties paid outside the Future Royalty Payments Program of this Agreement.

5.3 If there are any disputes regarding the procedures for a Plenary or Streamlined Audit, that dispute shall first be presented by the Parties to the Mediator, and then resolved by the Court if mediation of the issue is unsuccessful.

5.4 Plenary Audits.

(a) In a Plenary Audit, Spotify and the requesting Settlement Class Member shall mutually agree upon an auditor, who has been for the duration of this lawsuit and at all times up to and including the time of the audit continues to be independent of the parties and

who possesses recognized expertise with royalty calculations. An auditor shall not be subject to disqualification on the ground that it has previously has been retained to conduct a Plenary Audit.

(b) Once the auditor is selected, Spotify shall (i) promptly make available to the auditor Spotify's books, records, and server data that are directly related to the calculation of royalties under 17 U.S.C. § 115, or any subsequently-adopted regulation or statute governing calculation of mechanical license royalties, in electronic, searchable, and analyzable format (*e.g.*, in Microsoft Excel or another database format) for the purpose of certifying the accuracy of the mechanical license royalties paid to the Settlement Class Member requesting an audit; and (ii) promptly make available company personnel who can discuss and/or resolve particular issues and findings arising out of the audit. The auditor shall conduct the audit in a manner that does not interfere with Spotify's normal business operations.

(c) All information that Spotify provides the auditor or the Settlement Class Members during the course of the Plenary Audit shall be kept confidential, and may not be shared with any third party. Spotify may require the auditor and Settlement Class Member to sign a reasonable confidentiality agreement.

(d) The Settlement Class Member requesting the Plenary Audit shall pay the cost of the audit, unless the audit reveals an underpayment of five percent (5%) or more of any payment obligations during the audited period, in which case, Spotify shall, within thirty (30) days of the completion of the Plenary Audit, pay that underpayment together with simple interest

at five percent (5%) per annum, and reimburse the auditing Settlement Class Members for all reasonable fees incurred by the auditor.

(e) Regardless of the findings of the Plenary Audit, no Settlement Class Member may assert any Released Claim against any Spotify Releasee.

(f) In the event that another Settlement Class Member who is entitled to do so requests a Plenary Audit during the same two-year period following the Claim Payment Date in which a Plenary Audit was conducted, no auditor shall be selected. Instead, the findings of the auditor from the first Plenary Audit shall be shared with the subsequent requesting Settlement Class Member, after all confidential information regarding the first Settlement Class Members is redacted. The findings of the first auditor regarding Spotify's books, records, and server data regarding the calculation of royalties under 17 U.S.C. § 115, or any subsequently-adopted regulation or statute governing calculation of mechanical license royalties, shall be conclusive—and not subject to reexamination—during the subsequent Plenary Audit. Spotify shall then provide all information regarding the subsequent Settlement Class Members' Claimed Musical Works that is necessary to the calculation of royalties.

5.5 Streamlined Audits.

(a) Within thirty (30) days after the Settlement Administrator and Spotify receive written notice of the request for a Streamlined Audit from a Settlement Class Member, Spotify will confirm receipt of the request in writing. Spotify will then investigate the mechanical license royalties paid to the requesting Settlement Class Member.

(b) Within sixty (60) days after the completion of the Streamlined Audit, Spotify will provide the auditing Settlement Class Member with a written description of the manner in which mechanical royalty payments to that Settlement Class Member were calculated by providing: (i) the effective per-stream and/or per-download royalties that Spotify paid during each month during the audit period; and (ii) the number of streams and/or downloads per month of the Settlement Class Member's Claimed Musical Works. In the event that the statutory method for calculating mechanical license royalties under 17 U.S.C. § 115 changes, or a new statutory provision is adopted, Spotify shall have the right to provide different information, to the extent reasonably necessary to calculate mechanical royalties under the revised formula, to Settlement Class Members requesting a Streamlined Audit.

(c) All information that Spotify provides the Settlement Class Member during the course of a Streamlined Audit shall be kept confidential, and may not be shared with any third party. Spotify may require the Settlement Class Member to sign a reasonable confidentiality agreement.

(d) The Settlement Class Member requesting the Streamlined Audit shall reimburse Spotify for its expenses in conducting the audit in an amount not to exceed one hundred (\$100) dollars. If, however, the Streamlined Audit reveals an underpayment of five percent (5%) or more of any payment obligations during the audited period, Spotify shall, within thirty (30) days of the completion of the Streamlined Audit, pay that underpayment and reimburse the auditing Settlement Class Member for any amounts paid to Spotify to conduct the Streamlined Audit.

(e) Regardless of the findings of the Streamlined Audit, no Settlement Class Member may assert any Released Claim against any Spotify Releasee.

6. Refinements to Mechanical Licensing Processes.

6.1 Within sixty (60) days after the Effective Date, Spotify and Class Plaintiffs will each appoint three members to a six-person Mechanical Licensing Committee. To be appointed to the Mechanical Licensing Committee, each member must agree to keep the Committee meetings and discussions, as well as all information that Spotify provides to the Committee, strictly confidential and cannot be disclosed to any non-Committee member, except with the written permission of Spotify or as required by law or court order. In the event that an appointee refuses to enter into an appropriate non-disclosure agreement with Spotify and the other members of the Committee, the appointing Party—either Spotify or Class Plaintiffs—will name a substitute member.

6.2 The first meeting of the Mechanical Licensing Committee will be no later than four months after the Effective Date, and the Committee shall continue to meet every four months for two years. The purpose of the Committee meetings is to discuss potential ways to increase the percentage of tracks available on Spotify's service that can be matched to registered copyright owners.

6.3 At each meeting, Spotify will present a confidential report detailing efforts to reduce the rate of unmatched works on Spotify's service. Spotify will consider in good faith all proposals made by Committee members to facilitate the mechanical licensing of content on Spotify's service.

7. Industry Data Sharing and Copyright Digitization.

7.1 Within six months after the Effective Date, Spotify will invite at least the following entities to join, fund, and appoint members to the Copyright Data Sharing Committee: the Recording Industry Association of America; the American Society of Composers, Authors and Performers; Broadcast Music, Inc.; the Society of European Stage Authors and Composers; Global Music Rights; Universal Music Publishing Group; Sony/ATV Music Publishing; Warner/Chappell Music; Apple, Inc.; Amazon Digital Services LLC; Google, Inc.; and Pandora Media, Inc. to join and appoint members to the Copyright Data Sharing Committee.

7.2 The purpose of the Copyright Data Sharing Committee will be to discuss: (a) sharing of catalog data (subject to consent of copyright owners, if necessary) in order to facilitate the mechanical licensing of content on streaming services; and (b) the digitization of pre-1978 U.S. Copyright Records for free use by the public.

7.3 Spotify shall use reasonable efforts to convince the entities listed in paragraph 7.1 to join in forming the Copyright Data Sharing Committee; to cause the Committee to meet at least every six months for at least two years; and to convince the participating member companies or organizations to fund the Committee's activities in equal shares, unless those members unanimously agree to a different funding allocation.

7.4 In the event that fewer than four of the invited companies and organizations elect to join and fund the Copyright Data Sharing Committee in equal shares (unless Spotify agrees to a different funding allocation), Spotify shall have the right not to participate in the Committee. Spotify shall consider in good faith all proposals made by the Copyright Data Sharing

Committee. But Spotify shall have no obligation to continue membership in the Committee for longer than two years after its first meeting.

8. Receipt of Publisher Catalog Information.

8.1 To facilitate the mechanical licensing of content that Spotify makes available for interactive streaming and/or limited downloading, Spotify agrees to receive information about musical compositions on a catalog basis.

8.2 No later than ninety (90) days after the Effective Date, Spotify will notify publishers of its ability to receive catalog information by posting a webpage on its website containing an email address to which publishers may send catalog information. The webpage will also contain instructions for publishers regarding the proper format and content of catalog data. As appropriate, Spotify shall have the right to update that webpage or otherwise notify publishers of any changes in the manner in which Spotify can receive catalog information and/or in the proper format and content of catalog data.

9. Settlement Administration and Notice Costs.

9.1 Spotify shall pay all Settlement Administration Costs charged by the Settlement Administrator to perform the tasks identified in this Agreement, without deduction from the Settlement Fund.

9.2 In addition, Spotify shall pay all Notice Costs, including (but not limited to) the fees charged by the Settlement Administrator to disseminate the Postcard Notice to Settlement Class Members and to operate and maintain the Settlement Website and Future Royalty Payments Program Website.

10. Submission for Preliminary Approval.

10.1 No more than five (5) days after execution of this Agreement, Class Plaintiffs shall file a motion for preliminary approval of this Agreement, in a form and content to be mutually agreed upon by the Parties, and request that the Court enter the Preliminary Approval Order approving this Agreement without material modification.

10.2 Spotify shall cooperate in good faith with all efforts to submit this Agreement for preliminary approval by the Court.

10.3 In the event that preliminary approval of this Agreement has not been sought within thirty (30) days of the execution of this Agreement, Spotify has the right to terminate this Agreement.

11. Certification of Settlement Class.

11.1 As of the Effective Date, the Parties stipulate to the certification of the Settlement Class for purposes of settlement only.

11.2 The Settlement Class shall consist of all persons or entities who own copyrights in one or more musical compositions (a) for which a certificate of registration has been issued or applied for on or before the Preliminary Approval Date; and (b) that was made available by Spotify for interactive streaming and/or limited downloads during the Class Period (December 28, 2012 through the Preliminary Approval Date) without a license, except for (i) Spotify and its affiliates, employees, and counsel; (ii) federal, state, and local governmental entities; (iii) the Court; (iv) persons and entities who, in 2016, executed a Participating Publisher Pending and Unmatched Usage Agreement in connection with the Pending and Unmatched Usage Agreement,

dated as of March 17, 2016, between Spotify and the National Music Publishers' Association, or any other person or entity who has agreed not to bring a claim against Spotify in this Action; and (v) any person or entity who has already provided Spotify with a release with respect to claims concerning musical compositions for which a certificate of registration has been issued or applied for, but the exclusion applies solely with respect to such released claims.

11.3 If this Agreement is not finalized for any reason, does not result in a Final Order and Judgment, or if Spotify or Class Plaintiffs exercise their rights of termination in paragraph 19, the certification of the Settlement Class will be void without prejudice to the Parties.

12. **Notice of Proposed Class Action Settlement**

12.1 The Parties will submit a plan for notifying the Settlement Class Members of this Agreement for Court approval.

12.2 Within ten (10) days after the Preliminary Approval Date, the Settlement Administrator shall establish the Settlement Notice Webpage, which will provide neutral information about this Agreement and contain the Class Notice (in the form of Exhibit A to this Agreement). The look and functionality of these Webpages shall be agreed to in all respects by the Parties, with any disagreements as to the Webpages presented first by the Parties to the Mediator, and then resolved by the Court if mediation of the issue is unsuccessful.

12.3 Within fourteen (14) days after the Preliminary Approval Date, Spotify shall provide the Settlement Administrator with the names, addresses, and email addresses for all registered claimants of copyrights in musical compositions whose names together with either mail addresses or email addresses appear in electronic records maintained in a digitally-

searchable format by the U.S. Copyright Office. For the sake of clarity, copyright registration records dated prior to January 1, 2008 are not considered to contain addresses that have been maintained in a digitally-searchable format. The Parties agree that neither Spotify nor Class Plaintiffs shall have any obligation to undertake a manual review or search of registered copyrights on file with the U.S. Copyright Office in an attempt to find the contact information of Settlement Class Members.

12.4 Within twenty-one (21) days after receiving the names, addresses, and email addresses from the U.S. Copyright Office, the Settlement Administrator shall:

(a) email the contents of the Postcard Notice, contained in the form of Exhibit B to this Agreement, to every email address for a registered copyright owner provided by Spotify; and

(b) mail the Postcard Notice by U.S. Mail to every mailing address for a registered copyright owner provided by Spotify.

12.5 In the event that any of the emailed Class Notices are returned as undeliverable, there shall be no obligation to engage in any efforts to obtain updated email addresses for registered copyright holders. In the event that any of the mailed Postcard Notices are returned as undeliverable, the Settlement Administrator shall use reasonable efforts to attempt to find the current mailing address for the intended recipient. If any mailed Postcard Notice is returned a second time as undeliverable, there shall be no obligation to engage in any further efforts to obtain an updated mailing address.

12.6 In addition, within forty-five (45) days after the Preliminary Approval Date, Spotify shall provide:

(a) for publication of the Publication Notice, in the form of Exhibit C to this Agreement, to begin in the following online or print publications: *Rolling Stone*, *Billboard*, *Music Connection*, and *Variety*;

(b) for publication of banner advertisements online linking to the Settlement Website using Yahoo! Audience Network, Facebook, Conversant, and on the following websites: American Songwriter, Fader, Hits Daily Double (Hits Magazine), BillboardBiz, Pitchfork, Drowned in Sound, and Consequence of Sound;

(c) for social media outreach linking to the Settlement Website using targeted LinkedIn Ads, Reddit Promoted Links, and Twitter Promoted Tweets; and

(d) for issuance of a press release.

12.7 Within ten (10) days after submitting the Preliminary Approval Order for Court approval, the Spotify shall notify the appropriate state and federal officials of this Agreement, in accordance with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

12.8 In addition, Spotify shall maintain a web page on its website that reminds Settlement Class Members of the right to submit claims for future mechanical license royalty payments and contains a link to the Future Royalty Payments Program Website.

12.9 It is agreed by the Parties that the foregoing terms with respect to the Class Notice are material conditions precedent to Spotify's obligations under this Agreement. If the extent or form of Class Notice provided for in this Agreement is not approved by the Court in all material

respects (subject to the Parties agreeing to any changes directed by the Court), or is vacated, modified, or reversed on appeal in any material respect, it is agreed that Spotify will have the immediate right to terminate this Agreement, in the manner described in paragraph 19 of this Agreement.

13. Settlement Class Members' Right of Exclusion

13.1 A Settlement Class Member may request exclusion from the Settlement Class up until the Opt-Out Deadline, which shall be seventy-five (75) days after the Preliminary Approval Date.

13.2 The Settlement Administrator shall make a form for requesting exclusion available on the Settlement Website within thirty-five (35) days after Preliminary Approval.

13.3 To request exclusion, the Settlement Class Member must complete and timely submit a Request for Exclusion by the Opt-Out Deadline by either (a) mailing a printed Request for Exclusion form to the address provided on the Settlement Website; or (b) mailing a letter containing the same information requested by the Request of Exclusion form to the address provided on the Settlement Website. To be valid, a Request for Exclusion must be postmarked to the Settlement Administrator on or before the Opt-Out Deadline. Any Request for Exclusion that is not postmarked by the Opt-Out Deadline—including any Requests for Exclusion that are sent to the wrong location—shall be deemed invalid.

13.4 The Parties shall agree upon the look and content of the Request for Exclusion form, with any disputes presented first by the Parties to the Mediator, and then resolved by the Court if mediation of the issue is unsuccessful. To be valid, a Request for Exclusion must

contain all of the following information: (a) the full legal name of the Settlement Class Member; (b) the mailing address, telephone number, and email address of the Settlement Class Member; (c) the U.S. copyright registration number (or copyright registration application number) for each copyrighted musical composition owned in whole or in part by the Settlement Class Member; and (d) the statement that “I request to be excluded from the proposed class settlement in *Ferrick et al. v. Spotify USA Inc.*, No. 1:16-cv-8412-AJN (S.D.N.Y.).”

13.5 For any Settlement Class Member who owns more than one copyrighted musical composition that the Settlement Class Member contends that Spotify made available for interactive streaming and/or limited downloading without a license, the Request for Exclusion must identify every separate composition. Otherwise, the Request for Exclusion shall be valid only with respect to that Settlement Class Member’s claims with respect to the compositions identified on a timely submitted Request for Exclusion.

13.6 The Preliminary Approval Order shall provide that no person or entity shall purport to exercise any exclusion rights of any other person or entity, or purport to exclude other Settlement Class Members as a group, aggregate, or class involving more than one Settlement Class Member, or as an agent or representative, including for any parents, subsidiaries, or affiliates of the Settlement Class Member submitting the Request for Exclusion. Any such purported exclusion shall be void, and any Settlement Class Members who are the subject of the purported opt-out shall be treated as Settlement Class Members for all purposes.

13.7 Any Settlement Class Member who submits a valid and timely Request for Exclusion shall not be entitled to relief under, and shall not be affected by, this Agreement.

13.8 The Parties shall have the right to challenge the timeliness and validity of any Request for Exclusion. The Court shall determine whether any contested Request for Exclusion is valid.

13.9 Within ten (10) days after the Opt-Out Deadline, the Settlement Administrator will provide the Parties with a list of all Settlement Class Members who opted out by submitting a timely and valid Request for Exclusion.

14. Objections.

14.1 Any Settlement Class Member who does not submit a valid and timely Request for Exclusion may object to the fairness, reasonableness, or adequacy of this Agreement. Settlement Class Members may not seek to exclude themselves from the Settlement Class and submit an objection to this Agreement.

14.2 No later than seventy-five (75) days after the Preliminary Approval Date, any Settlement Class Member who wishes to object to any aspect of the Agreement must deliver to Class Counsel and Spotify's Counsel, and file with the Court, a written statement of the objection or objections. The written statement must include: (i) a detailed statement of the Settlement Class Member's objections, as well as the specific reasons, if any, for each objection, including any evidence and legal authority that the Settlement Class Member wishes to bring to the Court's attention; (ii) the Settlement Class Member's name, address, telephone number, and email address; and (iii) the U.S. copyright registration number (or copyright registration application number) for each Claimed Musical Work owned by the Settlement Class Member

that Spotify made available for interactive streaming and/or limited downloading during the Class Period without a license.

14.3 Any Settlement Class Member wishing to appear in person instead of submitting only written objections must, along with the required written objection and by the same due date, file with the Court a written notice of intention to appear at the Final Approval Hearing and serve copies of the same on Class Counsel and Spotify's Counsel. Any Settlement Class Member who fails to object in accordance with the terms set forth herein shall be barred from being heard at the Final Approval Hearing and deemed to have waived his or her objections and forever be barred from making any objections in the Action.

14.4 Settlement Class Members may raise an objection either on their own or through an attorney hired at their own expense. If a Settlement Class Member hires an attorney other than Class Counsel for this purpose, the attorney must (i) file a notice of appearance with the Court and (ii) deliver a copy of the notice to Class Counsel and Spotify's Counsel, in accordance with the Preliminary Approval Order.

14.5 The motion for an order of the Court finally approving the settlement shall be filed no later than thirty days after the Opt-Out Deadline.

15. Class Counsel Fees and Litigation Expenses and Incentive Award

15.1 Spotify agrees not to oppose any application for the award of attorneys' fees from the Settlement Fund up to and including one-third (33%) from the Settlement Fund, plus the reimbursement of expenses advanced on behalf of the Class. Spotify also agrees not to oppose Plaintiffs' application for reimbursement of fees, costs, and expenses, and Incentive Awards, as

described herein, to be paid from the Settlement Fund. Spotify also agrees to pay, subject to Court approval, an additional amount, up to and including five million dollars (\$5,000,000), to Class Counsel in additional attorneys' fees for the value of the prospective relief and additional non-monetary relief provided to the Settlement Class in addition to the value provided by the Settlement Fund. This five million dollar (\$5,000,000) payment is in addition to the Settlement Fund and shall not be paid from the Settlement Fund. A Fee Award by the Court of a lesser amount, or a modification or reversal of the Fee Award amount on appeal that results in a lesser Fee Award, will not trigger any right by Class Plaintiffs, Class Counsel, or the Settlement Class to terminate this Agreement under paragraph 19 of this Agreement.

15.2 The Fee Award, as approved by the Court, shall be paid to an account designated by Class Counsel within fourteen (14) days of Spotify completing payment of the Settlement Amount so long as the Court has already approved the Fee Award. In the event that the Agreement does not become final within the meaning of paragraph 1.20, or the order making the Fee Award is reversed, then Class Counsel shall within five (5) business days of receiving notice from Spotify's counsel or from a court of appropriate jurisdiction, refund the Fee Award, or any portion thereof previously paid, plus interest thereon at the same rate as earned by the account into which the balance of the Settlement Fund is deposited pursuant to Paragraph 3.1 above.

15.3 In recognition of Class Plaintiffs' efforts on behalf of the Settlement Class, and subject to approval by the Court, Class Plaintiffs may apply to the Court for an Incentive Award for each Class Plaintiff of up to twenty-five thousand dollars (\$25,000.00) as appropriate compensation for his, her, or its efforts expended in representing the Settlement Class. These

incentive payments shall be made to Class Plaintiffs in addition to, and shall not diminish or prejudice in any way, any settlement relief that Class Plaintiffs may be eligible to receive. Any Incentive Award approved by the Court shall be paid from the Settlement Fund, as specified in paragraph 3.1(g) of this Agreement, within thirty (30) days after the Effective Date.

15.4 Except as otherwise provided for in this Agreement, including in paragraphs 15.1-15.2, each Party will bear its own costs, including attorney's fees, incurred in connection with the Action and this Agreement. Class Counsel will, in their sole discretion, allocate and distribute fees and costs that they receive pursuant to this Stipulation among Class Counsel.

16. Exclusive Remedy and Continuing Jurisdiction of the Court.

16.1 This Agreement shall be the sole and exclusive remedy for any and all Released Claims. Upon entry of the Final Order and Judgment, each Settlement Class Member shall be barred from initiating, asserting, or prosecuting against the Spotify Releasees any Released Claims. If any Settlement Class Member attempts to prosecute an action in contravention of the Final Order and Judgment and this Agreement, counsel for any of the Parties may forward this Agreement and the Final Order and Judgment to that Settlement Class Member and advise him, her, or it of the releases provided pursuant to this Agreement. If so requested by a Spotify Releasee, Class Counsel shall provide such notice. Class Plaintiffs and Class Counsel shall cooperate in any effort to dispose of any actions brought against any Spotify Releasees premised on Released Claims.

16.2 The Court retains exclusive and continuing jurisdiction over the Action and all Parties and Settlement Class Members to interpret and enforce the terms and conditions of this Agreement.

17. **Releases**

17.1 Upon entry of the Final Order and Judgment, Class Plaintiffs and each Settlement Class Member who did not submit a timely and valid Request for Exclusion (as set forth in paragraph 13 of this Agreement), shall be deemed to waive, release, and forever discharge Spotify and the Spotify Releasees from all Released Claims, whether known or unknown.

17.2 Each Class Plaintiff and Settlement Class Member who did not submit a timely and valid Request for Exclusion is deemed to provide the waiver, release, and discharge of all Released Claims on his, her, or its own behalf, as well as on behalf of any of its affiliates, assigns, beneficiaries, predecessors, subsidiaries, successors, and any other person or entity purporting to claim on their behalf or by virtue of the Settlement Class Member's rights.

17.3 Released Claims include any and all rights, duties, obligations, claims, actions, causes of action, or liabilities, whether arising under local, state, federal, or foreign law, whether by Constitution, treaty, statute, regulation, rule, contract, common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, that were, could have been, or could ever be asserted as a consequence of Spotify's making a musical work that was ever available for interactive streaming and/or downloading without a valid license during the defined Class Period (between December 28, 2012 and the Preliminary Approval Date) available for interactive streaming

and/or downloading without a valid license, including Spotify's marketing or promoting that fact, except for an action to enforce this Agreement. Released Claims include, but are not limited to, the claims asserted in the Action under the Copyright Act, 17 U.S.C. §§ 101 *et seq.*, as well as any right to copyright, publicity, or performance under state, local, or foreign law or treaty, and any claim or cause of action seeking damages or injunctive or equitable relief with respect to a musical work that Spotify had made available for interactive streaming and/or downloading at any time during the Class Period, including if Spotify makes any such work available for interactive streaming and/or downloading in the future.

17.4 The release set forth in paragraphs 17.1-17.3 of this Agreement is, and shall remain, a full and complete release, notwithstanding the discovery or existence of any additional or different facts or claims existing before the Effective Date. The Parties and Settlement Class Members shall, by operation of the Final Order and Judgment, expressly waive the provisions of California Civil Code § 1542 (and all other similar provisions of law) to the full extent that these provisions may be applicable to this release. California Civil Code § 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

17.5 The Parties and Settlement Class Members shall, by operation of the Final Order and Judgment, be deemed to assume the risk that facts additional, different, or contrary to the facts which each believes or understands to exist, may now exist or may be discovered after the

release set forth in this Agreement becomes effective, and the Parties and Settlement Class Members shall, by operation of the Final Order and Judgment, be deemed to have agreed that any such additional, different, or contrary facts shall in no way limit, waive, or reduce the foregoing releases, which shall remain in full force and effect.

18. Publicity

18.1 Nothing in this Agreement shall prohibit Class Counsel from communicating with any person in the Settlement Class regarding the Action or this Agreement; provided, however, that Class Counsel comply with all protective orders or nondisclosure orders entered by the Court in the course of communication with such persons.

18.2 Neither Class Plaintiffs nor Class Counsel may, directly or indirectly, disparage Spotify or any Spotify Releasee. Neither Spotify nor its Counsel may, directly or indirectly, disparage the Class Plaintiffs or Class Counsel.

19. Termination of the Agreement

19.1 The performance of this Agreement is expressly contingent upon entry of the Final Order and Judgment. If the Court conditions the Preliminary Approval Order or Final Order and Judgment on any material change not previously agreed to or consented to by the Parties; fails to issue the Preliminary Approval Order or the Final Order and Judgment; or the Preliminary Approval Order or Final Order and Judgment is vacated, modified, or reversed, in whole or in part—except with respect to any rulings on any Fee Award or Incentive Awards—this Agreement will be terminated, unless Class Counsel and Spotify both agree to proceed with this Agreement, as modified by the Court or on appeal, or if Class Counsel and Spotify both

agree to appeal any such ruling and then agree, following the ruling on appeal, to proceed with this Agreement.

19.2 Each party shall have the right to terminate this Agreement, and thereby render this settlement null and void, if the number of Claimed Musical Works identified on valid Requests for Exclusion exceeds the confidential threshold to which the Parties have agreed. Spotify shall have 30 days after receiving the final list of Requests for Exclusion from the Settlement Administrator to exercise its right to terminate by filing a written notice of its intent to terminate this Agreement with the Court.

19.3 In addition to all of the rights and remedies that Class Plaintiffs have under this Agreement, Class Plaintiffs shall also have the right to terminate the Settlement in the event that the Settlement Fund is not deposited into the Escrow Account within the time periods provided for in paragraph 3.1(a) above, by providing written notice of the election to terminate to all other Parties.

19.4 In the event that this Agreement is terminated in accordance with paragraphs 19.1 through 19.3, the parties will be returned to the *status quo ante*, as if this Agreement had never been negotiated or executed, except that all Settlement Administration Costs and Notice Costs paid by Spotify shall not be recouped, and all Settlement Claim Facilitator costs paid by Class Counsel shall not be recouped (without prejudice to Class Counsel seeking repayment of such expenses in any subsequent application to the Court for any subsequent settlement or recovery). All Orders entered pursuant to this Agreement shall be deemed vacated, including (without limitation), any Order certifying or approving certification of the Settlement Class, and the

Parties agree that neither this Agreement, its negotiation, or publicly disseminated information regarding this Agreement or its negotiation, may be used as evidence for any purpose whatsoever. In addition, neither the fact of, nor any documents relating to, any Party's termination of this Agreement; the Court's failure to approve this Agreement; nor any objections to this Agreement may be used as evidence for any purpose whatsoever.

19.5 The Parties agree that all information obtained from or provided by Spotify in connection with the Parties' settlement discussions is confidential, shall not be disclosed to third parties, and shall be used only for purposes of effectuating this Agreement and no other purpose. If Class Plaintiffs believe that public disclosure or disclosure to the Court of any of this confidential information is necessary in order to obtain Court approval, the Parties agree to meet and confer in good faith regarding such request. Any remaining dispute regarding confidentiality shall be presented first by the Parties to the Mediator, and then resolved by the Court if mediation of the issue is unsuccessful. Provided the Effective Date has occurred, all written information or documents, confidential or otherwise, provided by or obtained from Spotify in connection with this Action, except as necessary to implement this Agreement, shall be returned by Class Counsel to Spotify counsel within thirty-five (35) days after the Effective Date and Class Counsel shall retain no copies.

20. **No Collateral Attack.** This Agreement shall not be subject to collateral attack by any Settlement Class Members or their representatives any time on or after the Effective Date. Prohibited collateral attacks shall include, but are not limited to, assertions that a Settlement Class Member's claim should have been heard or decided by another forum, that a Settlement

Class Member's claim was improperly denied, that the payment to a Settlement Class Member was improperly calculated, that a Settlement Class Member's Request for Exclusion was improperly denied, or that a Settlement Class Member failed to receive sufficient notice of this Agreement or the Final Fairness Hearing.

21. Other Terms

21.1 Immediately upon execution of this Agreement, the Parties shall immediately cease all litigation activity in the Action, other than efforts to implement this Agreement and obtain entry of the Preliminary Approval Order and the Final Order and Judgment. The Parties agree to request that the Court stay all motions or other pretrial matters and to continue any hearings or trial dates until all of the conditions to the Parties' obligations to consummate this Agreement are either satisfied or waived.

21.2 Spotify warrants that, as of the date of this Stipulation, it is not insolvent, nor will its payment of the Settlement Fund render it insolvent within the meaning of and/or for the purpose of the United States Bankruptcy Code.

21.3 This Agreement (including its exhibits and any documents referenced herein) contains the entire agreement among the Parties and supersedes any prior agreements or understandings. All terms (including exhibits) are material and not mere recitals or surplusage.

21.4 This Agreement shall be binding upon and inure to the benefit of the Parties and Settlement Class Members and their respective heirs, successors, and assigns.

21.5 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

21.6 This Agreement may be amended or modified only by a written instrument signed by the Class Plaintiffs and Spotify. Amendments and modifications may be made without notice to the Class unless notice is required by law or by the Court.

21.7 Any notice to the Parties required under this Agreement, shall be sent to the following:

For Class Plaintiffs and/or the Settlement Class:

Henry Gradstein
Maryann R. Marzano
Gradstein & Marzano, P.C.
6310 San Vicente Boulevard, Suite 510
Los Angeles, CA 90048

Steven G. Sklaver
Kalpana D. Srinivasan
Krysta Kauble Pachman
Susman Godfrey L.L.P.
1901 Avenue of the Stars, Suite 950
Los Angeles, CA 90067

Stephen E. Morrissey
Susman Godfrey L.L.P.
1201 3rd Avenue, Suite 3800
Seattle, WA 98101

For Spotify:

John Nadolenco
Mayer Brown LLP
350 South Grand Avenue, 25th Floor
Los Angeles, CA 90071

21.8 For the purpose of construing or interpreting this Settlement Agreement, the Parties agree that it is to be deemed to have been drafted equally by all Parties and shall not be


construed strictly for or against any Party. Similarly, the Parties agree that they are sophisticated and were represented by counsel throughout the negotiation and execution of this Agreement.

21.9 This Agreement shall be governed by and construed in accordance with the laws of the State of New York, except to the extent that it is preempted by federal law, with regard to any conflict of law principles under New York law. The U.S. District Court for the Southern District of New York shall have exclusive jurisdiction to adjudicate any controversies arising under or relating to this Agreement. The Parties waive any and all objections to venue or personal jurisdiction in that Court.

21.10 This Agreement may be executed in counterparts, and may be executed by facsimile, and as so executed shall constitute one agreement. The parties shall execute such additional pleadings and other documents and take such additional actions as are reasonably necessary to effectuate the purposes of this Agreement.

21.11 No later than ten (10) days after the Motion for Preliminary Approval of the Settlement has been filed with the Court, Spotify, either itself or via the Settlement Administrator, will serve the Class Action Fairness Act (“CAFA”) Notice on the Attorney General of the United States and the state attorneys general as required by 28 U.S.C. § 1715(b). Thereafter, Spotify or the Settlement Administrator will serve any supplemental CAFA Notice as appropriate. Spotify may, in its discretion delegate these duties to the Settlement Administrator.

Date: May 25, 2017



Horacio Gutierrez
General Counsel
Spotify USA Inc.

Date: May __, 2017

Henry Gradstein
Maryann R. Marzano
Gradstein & Marzano, P.C.
6310 San Vicente Boulevard, Suite 510
Los Angeles, CA 90048

Date: May __, 2017

Marc M. Seltzer
Steven G. Sklaver
Kalpana D. Srinivasan
Krysta Kauble Pachman
Susman Godfrey L.L.P.
1901 Avenue of the Stars, Suite 950
Los Angeles, CA 90067

Stephen E. Morrissey
Susman Godfrey L.L.P.
1201 3rd Avenue, Suite 3800
Seattle, WA 98101

Class Counsel

Date: May __, 2017

Horacio Gutierrez
General Counsel
Spotify USA Inc.

Date: May 26, 2017

Henry Gradstein

Henry Gradstein
Maryann R. Marzano
Gradstein & Marzano, P.C.
6310 San Vicente Boulevard, Suite 510
Los Angeles, CA 90048

Date: May 26, 2017

Steven Sklaver

Marc M. Seltzer
Steven G. Sklaver
Kalpana D. Srinivasan
Krysta Kauble Pachman
Susman Godfrey L.L.P.
1901 Avenue of the Stars, Suite 950
Los Angeles, CA 90067

Stephen E. Morrissey
Susman Godfrey L.L.P.
1201 3rd Avenue, Suite 3800
Seattle, WA 98101

Class Counsel

Date: May 25, 2017

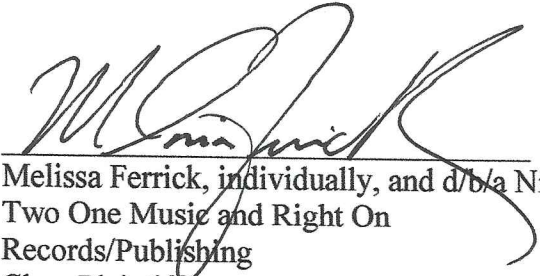
Andrew J. Pincus / aap

Andrew J. Pincus
Archis A. Parasharami
Mayer Brown LLP
1999 K Street, N.W.
Washington, DC 20006

John Nadolenco
Mayer Brown LLP
350 South Grand Avenue, 25th Floor
Los Angeles, CA 90071

Spotify Counsel

Date: May 26, 2017



Melissa Ferrick, individually, and d/b/a Nine
Two One Music and Right On
Records/Publishing
Class Plaintiff

Date: May __, 2017

[name] [title]
Jaco Pastorius, Inc.
Class Plaintiff


Date: May __, 2017

[name][title]
Gerencia 360 Publishing, Inc.
Class Plaintiff

Date: May __, 2017

Melissa Ferrick, individually, and d/b/a Nine
Two One Music and Right On
Records/Publishing
Class Plaintiff

Date: May th26, 2017



[name] [title] STEPHEN M. CARLISLE, AS ATTORNEY
Jaco Pastorius, Inc.
Class Plaintiff

Date: May __, 2017

[name][title]
Gerencia 360 Publishing, Inc.
Class Plaintiff


Date: May __, 2017

Melissa Ferrick, individually, and d/b/a Nine
Two One Music and Right On
Records/Publishing
Class Plaintiff

Date: May __, 2017

[name] [title]
Jaco Pastorius, Inc.
Class Plaintiff

Date: May 26, 2017



Luis Del Villar - CEO
Gerencia 360 Publishing, Inc.
Class Plaintiff

EXHIBIT A

United States District Court for the Southern District of New York

If you own copyrights in musical compositions that Spotify made available for interactive streaming and/or limited downloading, you could get benefits from a class action settlement.

**NOTICE OF PENDENCY OF CLASS ACTION,
PROPOSED SETTLEMENT AND HEARING**

A court authorized this notice. This is not a solicitation from a lawyer. Receiving this notice does not guarantee that you will recover money. Please read this notice carefully; it affects your legal rights.

- If you are the owner of a copyright that has been registered with the U.S. Copyright Office (or for which an application for registration has been filed) for a musical composition that Spotify USA Inc. (“Spotify”) made available for interactive streaming and/or limited downloading between December 28, 2012 and _____, 2017, and you contend that Spotify did so without a license, you might be eligible to receive benefits from a class action settlement.
- If the Court approves the proposed settlement, Spotify will:
 - pay \$43.45 million into a Settlement Fund;
 - pay all Settlement Administration Costs and Notice Costs, which the Settlement Administrator has estimated will exceed \$1 million;
 - pay mechanical license royalties calculated in accordance with 37 C.F.R. §§ 385.10-17 for future use of musical compositions;
 - establish a Mechanical Licensing Committee that would aim to increase the percentage of tracks available on Spotify’s service that can be matched to registered copyright owners; and
 - coordinate industry efforts to share publisher catalog data to facilitate the mechanical licensing of content on streaming services and digitize pre-1978 Copyright Records and make them available for free use by the public.

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Questions? Call 1-855-474-3853 Toll Free or visit www.SpotifyPublishingSettlement.com.

Para una notificación en español, llame a 1-855-474-3853 o visite nuestro sitio web.

- The settlement resolves a class action lawsuit that alleges that Spotify made certain musical compositions available on its service without a license. The two sides disagree about whether Spotify engaged in any wrongdoing and whether it is subject to any liability. The court has not decided which side is right. If you are a member of the Settlement Class, your legal rights are affected.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Remain in the Settlement Class and Submit a Claim Form to Receive Payment	<p>By doing nothing, you remain part of the Settlement Class, and do not need to take any immediate action. If the Settlement is approved, you may receive the benefits of the Settlement—including a payment from the Settlement Fund and future royalties—if you submit a claim and it is valid, complete, and timely submitted.</p> <p>You will need to visit the settlement website, www.SpotifyPublishingSettlement.com, to complete and submit a claim form. The website includes a database of Spotify tracks to assist the submission of Claim Forms by Settlement Class Members. You can also ask for a claim form by calling 1-855-474-3853. The deadline to submit a claim is _____, 2017.</p>
Exclude Yourself	<p>Get no benefit and avoid being bound by the settlement. This is the only option that allows you ever to be part of a different lawsuit against Spotify concerning the legal claims in this case. You may request exclusion by writing a letter or mailing the form available at www.SpotifyPublishingSettlement.com. You may also obtain a request for exclusion form from the Settlement Administrator by emailing info@SpotifyPublishingSettlement.com or by calling 1-855-474-3853. The deadline for excluding yourself is _____, 2017.</p>
Object	<p>Write to the court about why you object to the settlement. The deadline for objecting is _____, 2017.</p>
Go to a Hearing	<p>Ask to speak in court about the fairness of the settlement. The hearing will be _____, 2017.</p>
Do Nothing	<p>Remain in the class and give up rights but receive no payment.</p>

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Questions? Call 1-855-474-3853 Toll Free or visit www.SpotifyPublishingSettlement.com.

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- Your rights—**and the deadlines to exercise them**—are explained in this notice.
- The court still must hold a hearing to decide whether to grant final approval to this settlement. The Settlement Class will receive the relief only if the court grants final approval and after any appeals are resolved in favor of the settlement.

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Questions? Call 1-855-474-3853 Toll Free or visit www.SpotifyPublishingSettlement.com.

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Questions? Call 1-855-474-3853 Toll Free or visit www.SpotifyPublishingSettlement.com.

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Basic Information

1. *Why did I receive this notice?*

You are receiving this notice because you may be a member of a Settlement Class consisting of the following:

all persons or entities who own copyrights in musical compositions (a) for which a certificate of registration has been issued or applied for on or before _____, 2017; and (b) that was made available by Spotify for interactive streaming and/or limited downloads during the class period (December 28, 2012 through _____, 2017) without a license, except for (i) Spotify and its affiliates, employees, and counsel; (ii) federal, state, and local governmental entities; (iii) the Court; (iv) persons and entities who, in 2016, executed a Participating Publisher Pending and Unmatched Usage Agreement in connection with the Pending and Unmatched Usage Agreement, dated as of March 17, 2016, between Spotify and the National Music Publishers' Association, or any other person or entity who has agreed not to bring a claim against Spotify in this Action; and (v) any person or entity who has already provided Spotify with a release regarding claims for copyright infringement, with respect to such person's released claims regarding one or more musical compositions for which a certificate of registration has been issued or applied for that Spotify made available for interactive streaming and/or limited downloads during the class period.

The court authorized sending you this notice because you have a right to know about a proposed settlement of a class action lawsuit—as well as all of your options—before the court decides whether to approve the settlement. If the court approves the settlement, and objections or appeals relating to the settlement are resolved, the benefits provided for by the settlement will be available only to members of the Settlement Class.

This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

Judge Nathan of the United States District Court for the Southern District of New York is overseeing this case, which is captioned *Ferrick v. Spotify USA Inc.*, No. 1:16-cv-8412 (AJN).

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The persons and entities who sued are called the “plaintiffs,” and the company they sued, Spotify is called the “defendant.”

2. What is this lawsuit about?

Spotify is a company that provides a digital music service that gives users on-demand access to, among other things, music.

The plaintiffs are Melissa Ferrick; Jaco Pastorius, Inc.; and Gerencia 360 Publishing, Inc. They allege that they own copyrights for which registration has been issued or applied for in musical compositions that Spotify made available for interactive streaming and/or limited downloading without a license, and that Spotify did so with respect to other musical compositions owned by others. The plaintiffs allege that Spotify is liable to the Settlement Class for copyright infringement in violation of 17 U.S.C. §§ 101 *et seq.*

Spotify believes that plaintiffs’ factual and legal allegations in the lawsuit are incorrect and specifically denies any fault, wrongdoing, or liability to plaintiffs or the Settlement Class. In the lawsuit, Spotify has asserted defenses to the claims raised by plaintiffs.

This notice does not imply that there has been any finding of any violation of the law by Spotify or that any recovery could be had in any amount. Although the court has authorized that this notice be distributed regarding the proposed settlement, this notice does not express the opinion of the court on the merits of the claims or defenses asserted by either side in the lawsuit.

3. Why is this a class action?

Class actions are lawsuits in which the claims and rights of many people are decided in a single court proceeding. One or more people—sometimes called “class representatives” or “class plaintiffs”—sue on behalf of people who have similar claims. All of the people who have similar claims form a “class” and are “class members.” A settlement in a class action—if approved by the court—resolves the claims for all class members, except those who exclude themselves from the class. Here, the class is called the “Settlement Class.”

4. Why is there a settlement?

The court did not decide in favor of either side in the lawsuit. Neither the plaintiffs nor Spotify have won or lost.

Instead, the lawyers representing plaintiffs and the Settlement Class, called “Class Counsel,” have investigated the facts and applicable law regarding the plaintiffs’ and the Settlement Class’s

claims and Spotify's defenses. The parties have engaged in lengthy and arms'-length negotiations in reaching this settlement. The plaintiffs and Class Counsel believe that the proposed settlement is fair, reasonable, and adequate under the circumstances, and that entering into this settlement is in the best interests of the Settlement Class. Both sides agree that, by settling, Spotify is not admitting any liability or that it did anything wrong, but both sides want to avoid the uncertainty, delay, and expense of continuing to litigate.

Who Is In The Settlement?

5. How do I know if I am part of the settlement?

To be included in the settlement, you must be a member of the Settlement Class. To be in the Settlement Class, you must satisfy three requirements:

- First, you must be the owner of the copyright in a musical composition.
- Second, you or someone else must have applied for or received a certificate of registration from the United States Copyright Office on or before _____, 2017.
- Third, Spotify must have made that musical composition available for interactive streaming and/or limited downloading without a license between December 28, 2012 and _____, 2017.

Even if those three requirements are met, you are excluded from the class, and thus are not a member of the class, if you are any of the following:

- Spotify or one of its affiliates, employees, or counsel;
- a federal, state, or local governmental entity, including the United States District Court for the Southern District of New York;
- a party to a Participating Publisher Pending and Unmatched Usage Agreement entered into in 2016 in connection with the Pending and Unmatched Usage Agreement, dated as of March 17, 2016, between Spotify and the National Music Publishers' Association;
- someone who has agreed not to bring a claim against Spotify in this class action or who has already provided Spotify with a release regarding claims for copyright infringement, to the extent that the release covers musical compositions that Spotify made available for interactive streaming and/or limited downloading between December 28, 2012 and _____, 2017.

6. *I'm still not sure if I'm included.*

If you are still not sure whether you are included, visit www.SpotifyPublishingSettlement.com for more information.

The Settlement Benefits—What Class Members Get

7. *What does the settlement provide?*

If you are a member of the class, you may receive benefits under the settlement. If the proposed settlement is granted final approval by the court, and after any appeals are resolved, Spotify has agreed to do the following:

- **Pay a total of \$43.45 million into an account.** That amount, plus any interest earned in the account, will be the Settlement Fund. After deductions for any court-approved award of fees and costs to Class Counsel and incentive awards to plaintiffs for their service, the remainder—the Net Settlement Fund—will be used to make payments to members of the Settlement Class who submit **timely and valid** claim forms. The claim form is available at www.SpotifyPublishingSettlement.com, and can be submitted online or mailed to the Settlement Administrator, at PO Box 10371, Dublin, OH 43017-5571. Settlement Class Members who submit valid and timely claim forms will receive a pro rata share of the Net Settlement Fund. Specifically, each class member's share will be the percentage of the Net Settlement Fund equal to the number of streams of that class member's claimed musical compositions divided by the total number of streams of all class members' claimed musical works. In the event that a class member is only a partial owner of the copyright of a claimed musical work, that class member's share will be discounted in accordance with that class member's ownership stake.
- **Pay all Settlement Administration Costs and Notice Costs.** In addition to the Settlement Fund, Spotify will pay all settlement administration costs and notice costs incurred by the Court-appointed Settlement Administrator, Garden City Group, including all media costs for Publication Notice. The Settlement Administrator has estimated that these costs will exceed \$1 million and may approach \$2 million.
- **Pay ongoing statutory mechanical royalties.** In addition to the Settlement Fund, Spotify will pay all Settlement Class members who submit valid claim forms the mechanical license royalties calculated in accordance with 37 C.F.R. §§ 385.10-17 for the musical compositions in the future. Settlement Class members who sent in valid claim forms in time to receive a payment from the Net Settlement Fund will be sent statutory mechanical license royalties automatically as they accrue in accordance with the process

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outlined in the settlement agreement. Settlement Class members who missed that deadline may still receive future statutory mechanical license royalties if they later submit a claim form, which will be available online, in accordance with the process outlined in the settlement agreement.

- **Establish a Mechanical Licensing Committee.** This committee will develop proposals to facilitate the mechanical licensing of content on Spotify's service.
- **Coordinate industry efforts to share publisher catalog data and digitize pre-1978 Copyright Records and make them available online for free use by the public.** Spotify will establish a procedure to receive information from publishers about their catalogs of musical works in order to reduce the number of works that cannot be matched to copyright records so that mechanical license royalties may be paid. Spotify will also organize music industry participants to promote the sharing of catalog data and the digitization of old U.S. Copyright Records so that they may be posted on a website for free public use.

How to Receive Settlement Benefits

8. How can I get a payment from the settlement fund?

To be eligible for a payment from the Net Settlement Fund, members of the Settlement Class must fully complete and timely submit a valid claim form to the Settlement Administrator, Garden City Group LLC. Claim forms may be completed and submitted online at www.SpotifyPublishingSettlement.com. You also may request a paper copy of a claim form by emailing the Settlement Administrator at info@SpotifyPublishingSettlement.com or by calling 1-855-474-3853. To complete the claim form, Settlement Class members must provide some information about themselves, such as their names and contact information, and about relevant musical compositions (*i.e.*, those that were made available by Spotify for interactive streaming and/or limited downloads between December 28, 2012 and _____, 2017, for which you contend that Spotify did not have a license). The required information includes the copyright registration number for each musical composition and the track identifier for each recording on Spotify of that composition. The claim form also requests optional information that Settlement Class members may, but need not, provide in order to be eligible for a payment. Spotify has assembled a track database to facilitate the submission of Claim Forms by Settlement Class Members. The Spotify Track Database consists of tracks, including Spotify track identifier and certain other available information about recordings, that Spotify made available for interactive streaming and/or limited downloading during the Class period. The track database is online at www.SpotifyPublishingSettlement.com.

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Questions? Call 1-855-474-3853 Toll Free or visit www.SpotifyPublishingSettlement.com.

Para una notificación en español, llame a 1-855-474-3853 o visite nuestro sitio web.

To receive a payment from the Net Settlement Fund, claim forms must be fully completed and submitted to the Settlement Administrator either online (at www.SpotifyPublishingSettlement.com) or by mail (to PO Box 10371, Dublin, OH 43017-5571) postmarked no later than _____, 2017.

9. How can I get future payments of mechanical license royalties?

Any Settlement Class member who submits a timely and valid claim form and receives a payment from the Net Settlement Fund will also receive quarterly payments of statutory mechanical license royalties automatically. Those Settlement Class members do not need to do anything else (except to update the Settlement Administrator and Spotify of any future changes to their contact information).

Settlement Class members who missed the deadline to request payment from the Net Settlement Fund can still request quarterly payments of statutory mechanical license royalties. To do so, Settlement Class members must fully complete a claim form that will be available at www.SpotifyPublishingSettlement.com and either submit it online or by mail to PO Box 10371, Dublin, OH 43017-5571.

10. When would I get these benefits?

The court will hold a hearing on _____, 2017 to decide whether to grant final approval to the settlement. If the settlement is approved, there may be appeals. Payments to Settlement Class members will be made only after the settlement is finally approved and any appeals are resolved in favor of the settlement. This may take some time, so please be patient.

11. What am I giving up to stay in the class and get payments?

Upon the court's approval of the settlement, the Settlement Class members who do not exclude themselves will release and forever discharge Spotify (and any of its current or former direct or indirect parents, subsidiaries, affiliates, assigns, predecessors, and successors, as well as any agents, attorneys, directors, employees, insurers, investors, officers, representatives, direct or indirect shareholders, or trustees of Spotify or any of those entities) from all of the settled claims. That means that you will no longer be able to sue Spotify (or the other released parties) regarding any of the settled claims if you are a Settlement Class member and do not timely and properly exclude yourself from the Settlement Class.

The claims that are being settled and released are **all claims**—whether known or unknown—with respect to a musical work that Spotify made available for interactive streaming and/or downloading during the Class Period (between December 28, 2012 and _____, 2017) that

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were, could have been, or could ever be asserted as a consequence of Spotify's making the work available for interactive streaming and/or downloading without a valid license during the Class Period, including Spotify's marketing or promoting that fact. In addition, Settlement Class members expressly waive and relinquish the provisions of California Civil Code § 1542 (and all other similar provisions of law) to the full extent that these provisions may be applicable. California Civil Code § 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The full text of the settlement agreement, which includes all of the provisions about settled claims and releases, is available at www.SpotifyPublishingSettlement.com.

12. Will the class representatives receive any compensation for their efforts in bringing this class action?

Ferrick; Jaco Pastorius, Inc.; and Gerencia 360 Publishing, Inc. will request incentive awards of up to \$25,000 each for their services as class representatives and their efforts in bringing the class action. The court will make the final decision as to the amount, if any, to be paid to the class representatives.

Excluding Yourself From The Settlement

13. How do I get out of the settlement?

If you choose to be excluded from the Settlement Class, you will not be bound by any judgment or other final disposition of this class action. You will retain any claims against Spotify that you might have. To request exclusion, you must state in writing your desire to be excluded from the Settlement Class. You must sign your request for exclusion personally or by legal counsel. Your request must include: (1) your full legal name and contact information; (2) the copyright registration numbers for your musical compositions that you are excluding from the settlement; (3) a statement that you want to be excluded from the Settlement Class; and (4) your signature.

You may request exclusion by writing a letter or mailing the form available at www.SpotifyPublishingSettlement.com. You may also obtain a request for exclusion form from

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the Settlement Administrator by emailing info@SpotifyPublishingSettlement.com or calling 1-855-474-3853.

Requests for exclusion must be made on an individual basis and mailed no later than _____, 2017, addressed to:

Ferrick v. Spotify USA Inc.
c/o Garden City Group LLC
PO Box 10371
Dublin, OH 43017-5571

14. If I don't exclude myself, can I sue Spotify about this later?

No. If you do not exclude yourself, you forever give up the right to sue Spotify for all of the claims that this settlement resolves.

If you submit a valid and timely request to be excluded, you cannot object to the proposed settlement. But you may sue or continue to sue Spotify about the same claims resolved by this settlement in the future. You will not be bound by anything that happens in this class action.

15. If I exclude myself, can I get benefits from this settlement?

No. If you exclude yourself, you are not part of the settlement.

16. What happens if I do nothing at all?

If you are a Settlement Class member and do nothing, and you do not exclude yourself, you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit, against Spotify and the other released parties about the settled claims in this case.

The Lawyers Representing Class Members

17. Do I have a lawyer in this case?

The court has appointed Gradstein & Marzano, P.C., and Susman Godfrey L.L.P. as Class Counsel to represent the interests of all Settlement Class members. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

The Court will determine how much Class Counsel will be paid for fees and expenses. Class Counsel can seek an award for attorneys' fees of \$5 million for, among other things, the future monetary and non-monetary benefits conferred, to be paid by Spotify and not from the Settlement Fund, and up to one-third of the Settlement Fund, plus reimbursement of expenses, to be paid out of the Settlement Fund. You will not be responsible for direct payment of Class Counsel's fees and expenses. To see a copy of Class Counsel's application for attorneys' fees and costs, which will be available before the hearing on the fairness of the settlement, please visit www.SpotifyPublishingSettlement.com.

Objecting To The Settlement

19. How do I tell the court if I object to the settlement?

You can object to the Settlement if you do not like any part of it. You must give the reasons why you think the court should not approve the Settlement. To object, you must deliver to the Settlement Administrator, Class Counsel and Spotify's counsel, and file with the court, a written statement of any objections that you might have. The written statement must include (i) your full name, address, telephone number, email address, and signature; (ii) the specific reasons why you object to the settlement, including any evidence and legal authority that you would like the court to consider; and (iii) the copyright registration number for each musical composition you own that Spotify made available for interactive streaming and/or limited downloading without a license between December 28, 2012 and _____, 2017. If you object, you must also list any other objections by you, or your attorney representing you in this action, to any class action settlements submitted to any court in the United States in the previous five years.

You must send a copy of your objection by U.S. mail to the six different places listed below, postmarked no later than _____, 2017.

Court

Clerk's Office
United States District Court for the
Southern District of New York
Thurgood Marshall United States
Courthouse
40 Foley Square
New York, NY 10007

Settlement Administrator

Ferrick v. Spotify USA Inc.
c/o Garden City Group LLC
PO Box 10371
Dublin, OH 43017-5571

Class Counsel

Henry Gradstein
Maryann R. Marzano
Gradstein & Marzano, P.C.
6310 San Vicente Boulevard, Suite 510
Los Angeles, CA 90048

Steven G. Sklaver
Kalpana D. Srinivasan
Susman Godfrey L.L.P.
1901 Avenue of the Stars, Suite 950
Los Angeles, CA 90067

Stephen E. Morrissey
Susman Godfrey L.L.P.
1201 3rd Avenue, Suite 3800
Seattle, WA 98101

Spotify's Counsel

John Nadolenco
Mayer Brown LLP
350 South Grand Avenue, 25th Floor
Los Angeles, CA 90071

The court will hold a hearing on the fairness of the settlement and to decide whether to grant it final approval on _____, 2017. If you or your attorney intends to make an appearance at the hearing and you have not so indicated in your objection, you must also deliver, according to the same procedures, no later than _____, 2017, a written notice of intention to appear. Any attorney hired by a Settlement Class member to represent him or her and appear at the hearing must also file a notice of appearance with the court, and serve Class Counsel and Spotify's Counsel at the addresses above, no later than _____, 2017.

If you fail to comply with these requirements or fail to submit your objection before the deadline, you will be deemed to have waived all objections and will not be entitled to speak at the _____, 2017 hearing.

20. *What is the difference between objecting and excluding myself?*

Objecting is simply telling the court that you don't like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the court that you don't want to be part of the Settlement Class. If you exclude yourself, you cannot object to the settlement because it no longer affects you.

10

Questions? Call 1-855-474-3853 Toll Free or visit www.SpotifyPublishingSettlement.com.

Para una notificación en español, llame a 1-855-474-3853 o visite nuestro sitio web.

The Court's Fairness Hearing

21. When and where will the court decide whether to approve this settlement?

The court has preliminarily approved the settlement and will hold a hearing to determine whether to give final approval to the settlement. The purpose of this hearing is to determine: (i) whether the settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; (ii) whether to grant the Class Counsel's request for an award of attorneys' fees and costs; and (iii) whether to grant incentive awards to the class representatives.

The court will hold the fairness hearing on _____, 2017 at the United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007, Courtroom 906, before the Honorable Alison J. Nathan. The hearing may be postponed to a different time or location without additional notice, so it is recommended that you periodically check www.SpotifyPublishingSettlement.com for updated information.

22. Do I have to come to the hearing?

No, you are not required to attend the fairness hearing. But you are welcome to attend the hearing at your own expense. If you send written objections, you do not have to come to the hearing to talk about them. As long as you submitted the written objections in compliance with the requirements ordered by the court and they were received on time, the court will consider them. You also may pay your own lawyer to attend the fairness hearing, but it is not necessary.

23. May I speak at the hearing?

As described above in Section 19, you may speak at the fairness hearing only if: (i) you have timely served and filed an objection; and (ii) you have followed the procedures set forth in Section 19 for notifying the court and the parties that you intend to speak at the hearing. You cannot speak at the hearing if you exclude yourself from the settlement.

Getting More Information

24. How do I get more information about the settlement?

This notice summarizes the proposed settlement. To see a copy of the actual settlement agreement, the complaints filed in this lawsuit, the court's preliminary approval order, Class Counsel's application for attorneys' fees and costs and incentive awards, and other information about the settlement, please visit www.SpotifyPublishingSettlement.com. **That website will**

also provide information about the status of the settlement and if it has been approved by the court.

You may also contact the Settlement Administrator at info@SpotifyPublishingSettlement.com by calling toll-free 1-855-474-3853.

To see the papers filed with the court and a history of this lawsuit, you may visit the PACER website for the court, <https://ecf.nysd.uscourts.gov>, and reference the docket for *Ferrick v. Spotify USA Inc.*, No. No. 1:16-cv-8412 (AJN). You may also view the papers filed with the court during regular business hours at the office of the Clerk of the Court, United States District Court for the Southern District of New York, 40 Foley Square, New York, NY 10007. The full settlement agreement and the pleadings filed in this lawsuit can be requested, in writing, from Class Counsel identified in Section 19 above.

PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

EXHIBIT B

United States District Court for the Southern District of New York
Ferrick v. Spotify USA Inc., No. 1:16-cv-8412 (AJN)

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
YOUR LEGAL RIGHTS MIGHT BE AFFECTED BY THIS SETTLEMENT.
PLEASE READ THIS NOTICE CAREFULLY.**

If you own copyrights in musical compositions that Spotify made available for interactive streaming and/or limited downloading, you could get benefits from a class action settlement.

You received this postcard because you have been identified as a potential owner of a registered copyright in one or more musical compositions. The plaintiffs in the class action lawsuit allege that Spotify made certain musical compositions with registered copyrights (or applications for registration) available for interactive streaming and/or limited downloading without a license. They allege that this conduct violated federal copyright law. Spotify denies any wrongdoing or liability and denies the allegations. A settlement of the class action has been reached. Under the proposed settlement, **you may be entitled to a payment** and other benefits.

To read a more detailed description of the terms of the proposed settlement, please visit www.SpotifyPublishingSettlement.com or call toll free 1-855-474-3853.

If you wish to receive benefits under the settlement, you must submit a claim form no later than _____, 2017. The claim form is available online at www.SpotifyPublishingSettlement.com or by calling 1-855-474-3853. If the settlement is approved, class members who have timely submitted valid claim forms will be entitled to receive payments and other benefits under the settlement, including future royalty payments. If you are a class member, whether you file a claim form or not, any legal claims that you may have or could have in the future regarding the musical compositions at issue will be released. If you do not wish to be bound by the terms of the settlement, you must exclude yourself from the settlement by _____, 2017. You also may instead formally object to the settlement. Visit www.SpotifyPublishingSettlement.com for information on how to do so.

EXHIBIT C

LEGAL NOTICE

**If You Own Copyrights For Musical Compositions Available On Spotify,
You May Be Entitled To Benefits Through A Class Action Settlement.**

If you own a copyright that has been registered with the U.S. Copyright Office (or for which an application of registration has been filed) for a musical composition that was made available on Spotify's service for interactive streaming and/or limited downloading between December 28, 2012 and _____, 2017, and you contend that Spotify did so without a license, your rights may be affected by a proposed class action settlement, and you may be eligible to receive benefits from a class action settlement. If the court approves the settlement, Spotify will:

- pay \$43.45 million into a Settlement Fund;
- pay all Settlement Administration Costs and Notice Costs, which the Settlement Administrator has estimated will exceed \$1 million;
- pay mechanical license royalties calculated in accordance with 37 C.F.R. §§ 385.10-17 for future use of musical compositions;
- establish a Mechanical Licensing Committee that would aim to increase the percentage of tracks available on Spotify's service that can be matched to a registered copyright owner; and
- coordinate industry efforts to share publisher catalog data to facilitate the mechanical licensing of content on streaming services and digitize pre-1978 Copyright Records and make them available online for free use by the public.

This notice summarizes your rights and options.

What's this about? A settlement has been reached in the class action *Ferrick v. Spotify USA Inc.*, No. 1:16-cv-8412 (AJN). The plaintiffs contend that Spotify made certain musical compositions available on its service without a license. Spotify denies any wrongdoing. The parties have agreed to a settlement to avoid the uncertainties and expenses associated with further litigation of the case. The Court has not decided whether the plaintiffs or Spotify is right.

Am I a class member? It depends. The Settlement Class consists of all persons or entities who own copyrights in one or more musical compositions (a) for which a certificate of registration has been issued or applied for; and (b) that were made available by Spotify for interactive streaming and/or limited downloading during the class period (December 28, 2012 through _____, 2017) without a license. Excluded are (i) Spotify and its affiliates, employees, and counsel; (ii) governmental entities; (iii) the Court; (iv) persons and entities who in 2016 executed a Participating Publisher Pending and Unmatched Usage Agreement in connection with the Pending and Unmatched Usage Agreement,

dated as of March 17, 2016, between Spotify and the National Music Publishers' Association, or any other person or entity who has agreed not to bring a claim against Spotify in this lawsuit; and (v) any person or entity who has already provided Spotify with a release with respect to claims concerning musical compositions for which a certificate of registration has been issued or applied for, but the exclusion applies solely with respect to such released claims.

What can I get? If the settlement is approved by the Court and you submit a timely, valid claim form, you will be an authorized claimant authorized to receive a payment from the settlement fund (\$43,450,000, less deduction for attorneys' fees and certain expenses). Authorized claimants will receive a minimum pro rata payment from a fixed portion of the net settlement fund, and depending upon the number of streams of your qualifying musical compositions (through the preliminary approval date), you will also receive a pro rata share of the net settlement fund determined by dividing the total number of streams of your qualifying musical compositions by the total number of streams of all qualifying musical compositions. You will also receive payment of future mechanical royalties calculated using the statutory rate. Spotify will also provide nonmonetary benefits to class members, such as by taking steps to facilitate payment of royalties for unmatched works.

How do I get a payment? You must submit a timely and properly completed claim form no later than _____, 2017. You may complete a claim form online at www.SpotifyPublishingSettlement.com. You may obtain payments for future royalties, but not a share of the settlement fund, by submitting a claim form after _____, 2017.

What are my other options? You may either remain part of the settlement class and potentially receive benefits, or you can **exclude yourself and get no benefit from the Settlement**. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to bring claims against Spotify over the allegations in the lawsuit. You may exclude yourself from the settlement class by sending a Request for Exclusion to the Settlement Administrator no later than _____, **2017**, addressed to: Ferrick v. Spotify USA Inc. c/o Garden City Group LLC, PO Box 10371, Dublin, OH 43017-5571. If you remain in the Settlement Class you (or your lawyer) have the right at your own expense to appear before the Court and/or object to the Settlement. If you object, you are not required to attend. Instructions for submitting a written objection by the deadline of _____, 2017, are available at www.SpotifyPublishingSettlement.com.

Who represents me? The Court has appointed Class Representatives. The Court also has appointed lawyers from Gradstein & Marzano, P.C., and Susman Godfrey LLP., as Class Counsel. The Court will determine how much Class Counsel will be paid for fees and expenses. Class Counsel can seek an award for attorneys' fees of \$5,000,000 for, among other things, the future monetary and non-

monetary benefits conferred, to be paid by Spotify and not from the Settlement Fund, and up to one-third of the Settlement Fund, plus reimbursement of expenses and incentive fees of up to \$25,000 per Class Plaintiff, to be paid out of the Settlement Fund. You will not be responsible for direct payment of Class Counsel's fees and expenses.

When will the court consider the proposed settlement? The Court will hold a final approval hearing on _____, 2017 at __:__ a.m. at the U.S. District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, Courtroom 906, 40 Foley Square, New York, NY 10007. At that hearing, the Court will determine the fairness of the settlement. If you file a timely objection and comply with the Court's instructions for objections, you may appear at the hearing to explain your objection. If the hearing is relocated or rescheduled, the new location or date will be posted at www.SpotifyPublishingSettlement.com.

How do I get more information? You can visit www.SpotifyPublishingSettlement.com or contact the Settlement Administrator toll free at 1-855-747-3853.

EXHIBIT D

Must be
Postmarked
No Later Than
XXXXX XX 2017

Ferrick v. Spotify USA Inc.
c/o Garden City Group LLC
PO Box 10371
Dublin, OH 43017-5571
Toll-Free Number: (855) 474-3853
Website: www.SpotifyPublishingSettlement.com



FRK



CLAIM FORM

SUBJECT TO THE TERMS OF THE SETTLEMENT AGREEMENT AND THE COURT ORDER APPROVING THE SETTLEMENT, TO REQUEST A PAYMENT FROM THE SETTLEMENT FUND, PLEASE FULLY COMPLETE AND SUBMIT THIS FORM BY _____, 2017.

PART I-A

Are you (or, is the registered copyright owner) a company or other legal entity rather than a human being? Yes No
If No, please provide your contact information below and skip to PART II. **If Yes**, please complete all sections of the Claim Form.

CONTACT INFORMATION OF REGISTERED COPYRIGHT OWNER:

Full legal name of the registered copyright owner submitting the claim (Provide legal entity name or first, middle and last name as appropriate):

Who is the contact person (if different from above) for the registered copyright owner submitting a claim?
 First, MI, Last Name:

What is the address, phone number and email address for the registered copyright owner submitting a claim?
 Address:

City: State: Zip:

Email:

Phone:
 () -

Important - This form should be completed IN CAPITAL LETTERS using BLACK or DARK BLUE ballpoint/fountain pen. Characters and marks used should be similar in the style to the following:
A B C D E F G H I J K L M N O P Q R S T U V W X Y Z 1 2 3 4 5 6 7 0



PLEASE INFORM US IMMEDIATELY IF YOUR CONTACT INFORMATION CHANGES IN ORDER TO HELP AVOID DIFFICULTIES IN RECEIVING A SETTLEMENT PAYMENT AND ANY FUTURE ROYALTY PAYMENTS. Email contact information updates to info@SpotifyPublishingSettlement.com and _____@spotify.com

Does the registered copyright owner submitting a claim have any direct or indirect parent companies? Yes No

If yes, please identify each below. If you are unable to provide all direct and indirect parent companies in the space provided, please enclose an attachment with this Claim Form.

Full Legal Name of Parent Company

Does the registered copyright owner submitting a claim have any direct or indirect subsidiaries? Yes No

If yes, please identify each below. If you are unable to provide all direct and indirect subsidiaries in the space provided, please enclose an attachment with this Claim Form.

Full Legal Name of Subsidiary Company

PART I-B

Are you a Settlement Claims Facilitator or Other Third-Party filing a claim on behalf of the registered copyright owner described in PART 1-A? Yes No

If No, please skip to PART II.

If Yes, please complete this section and provide the signed authorization for filing on behalf of the registered copyright owner via email to info@spotifypublishingsettlement.com or via regular mail to PO Box 10371, Dublin, OH 43017-5571.

CONTACT INFORMATION OF SETTLEMENT CLAIMS FACILITATOR OR OTHER THIRD-PARTY:

Full legal name of the Settlement Claims Facilitator or Other Third-Party submitting the claim (Provide legal entity name or first, middle and last name as appropriate):

Who is the contact person (if different from above) for the Settlement Claims Facilitator or Other Third-Party submitting a claim?

First, MI, Last Name:

What is the address, phone number and email address for the Settlement Claims Facilitator or Other Third-Party submitting a claim?

Address:

City: _____ State: _____ Zip: _____

Email:

Phone:

(_____) _____ - _____



For the unique copyrighted musical work that you contend Spotify made available without a license, please provide the information for that unique work below. For each unique copyright registration number claimed by the registered owner identified in PART I, please complete a separate copy of this page.

PART II

CLAIM FOR A REGISTERED COPYRIGHTED MUSICAL WORK:

The Settlement Agreement provides that potential payments from the settlement fund will depend in part on the number of musical works that you and other class members claim that Spotify made available (allegedly without a license) for interactive streaming and/or limited downloads between December 28, 2012 and _____, 2017.

Title of copyrighted musical work:

U.S. Copyright registration or application number
****REQUIRED**:**

International Standard Musical Work Code (ISWC) (Optional):

HFA Code (Optional):

Interested Parties Information Code (IPI) (Optional):

Do you have complete, 100% ownership of the copyright for this work? Yes No

If no, you *must* provide the ownership percentage for the registered copyright owner identified in PART 1-A. You *may*, if known, also provide the ownership percentage of any other partial owners in the optional fields below .

Full Legal Name (First, Middle, Last)	Ownership Share
Ownership of Claimant (the registered owner identified in PART I)	%
[Optional]	%
[Optional]	%
[Optional]	%

The Settlement Agreement provides that the amount of a potential payment from the settlement fund will may depend upon the number of times a track embodying the musical composition has been streamed. Below, please provide all track information associated with the copyrighted musical work described above in PART II. In order to fully complete this claim form, you must provide the Spotify Track ID for each sound recording associated with your copyrighted musical work. You can file an online claim and view the Spotify Track Database by registering at www.SpotifyPublishingSettlement.com. If you do not know your Spotify Track information and cannot access SpotifyPublishingSettlement.com, contact the Settlement Administrator at (855) 474-3853.

Spotify Track ID <i>(Required)</i>	Song Title <i>(Optional)</i>	Artist <i>(Optional)</i>	Songwriter(s) <i>(Optional)</i>	International Standard Recording Code (ISRC) <i>(Optional)</i>



If you are unable to identify all Spotify Tracks in the space provided, please make copies of the previous page and submit the additional track identification(s) associated with the registered copyrighted musical work identified in PART II with your completed claim form.

If you would like to make an additional claim for a separate registered copyrighted musical work using the same ownership information provided in PART I, please make copies of PART II and submit the additional registration(s) and track identification(s) with your completed claim form.

If you would like to make an additional claim for a separate registered copyrighted musical work using different ownership information than that provided in PART I, please complete and submit a new claim form for the registered copyrighted musical work(s).

Has the copyright holder (or any parent company) for the works you identified in Part II entered into a National Music Publishing Association Pending and Unmatched Usage Agreement with Spotify in 2016?

Yes No

Certification. I swear under penalty of perjury of the laws of the United States that the information I am submitting on this form is true and correct to the best of my knowledge.

Signature

Date

Print Name

The Settlement Administrator will review all online claim forms that are submitted on or before _____, 2017. Claim forms that are not timely submitted will be rejected. Invalid, illegible, or incomplete claim forms may be rejected.

The Settlement Administrator is entitled to confirm information supplied in claim forms to determine eligibility, and may request additional information from you in the event that conflicting or competing claims for a musical work are received. You must comply with requests for additional information in order to receive a payment from the settlement fund.

EXHIBIT E

Must be
Postmarked
No Later Than
XXXXX XX 2017

Ferrick v. Spotify USA Inc.
c/o Garden City Group LLC
PO Box 10371
Dublin, OH 43017-5571
Toll-Free Number: (855) 474-3853
Website: www.SpotifyPublishingSettlement.com



FRK



FUTURE ROYALTIES CLAIM FORM

The purpose of this form is to request payment of ongoing statutory mechanical royalties, subject to the terms of the Settlement Agreement and Court order approving the Settlement.

This form is ONLY for class members who either:

- did not submit a claim form for a payment from the settlement fund by the _____, 2017 deadline; or
- timely submitted a claim form, but wish to request payment of ongoing statutory mechanical royalties for additional copyrighted musical compositions or tracks that Spotify made available for interactive streaming and/or limited downloads without a license between December 28, 2012 and _____, 2017 and that were not identified on the earlier claim form; or
- wish to provide updated information about copyrighted musical works for which you have already requested ongoing statutory mechanical royalties.

If you fall within one of the three categories above, please fully complete and submit this form.

Important - This form should be completed IN CAPITAL LETTERS using BLACK or DARK BLUE ballpoint/fountain pen. Characters and marks used should be similar in the style to the following:

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z 1 2 3 4 5 6 7 0

To view Garden City Group, LLC's Privacy Notice, please visit <http://www.gardencitygroup.com/privacy>



PART I-A

Are you (or, is the registered copyright owner) a company or other legal entity rather than a human being? Yes No

If **No**, please provide your contact information below and skip to PART II. If **Yes**, please complete all sections of the Claim Form.

CONTACT INFORMATION OF REGISTERED COPYRIGHT OWNER:

Full legal name of the registered copyright owner submitting the claim (Provide legal entity name or first, middle and last name as appropriate):

[Grid for full legal name]

Who is the contact person (if different from above) for the registered copyright owner submitting a claim?

First, MI, Last Name:

[Grid for contact person name]

What is the address, phone number and email address for the registered copyright owner submitting a claim?

Address:

[Grid for address]

City:

[Grid for city]

State:

[Grid for state]

Zip:

[Grid for zip]

Email:

[Grid for email]

Phone:

([Grid]) [Grid] - [Grid]

PLEASE INFORM US IMMEDIATELY IF YOUR CONTACT INFORMATION CHANGES IN ORDER TO HELP AVOID DIFFICULTIES IN RECEIVING FUTURE ROYALTY PAYMENTS. Email contact information updates to info@SpotifyPublishingSettlement.com and _____@spotify.com

Does the registered copyright owner submitting a claim have any direct or indirect parent companies? Yes No

If **yes**, please identify each below. If you are unable to provide all direct and indirect parent companies in the space provided, please enclose an attachment with this Claim Form.

Full Legal Name of Parent Company

[Grid for parent company name]

Does the registered copyright owner submitting a claim have any direct or indirect subsidiaries? Yes No

If **yes**, please identify each below. If you are unable to provide all direct and indirect subsidiaries in the space provided, please enclose an attachment with this Claim Form.

Full Legal Name of Subsidiary Company

[Grid for subsidiary company name]



PART I-B

Are you a Settlement Claims Facilitator or Other Third-Party filing a claim on behalf of the registered copyright owner described in PART 1-A? Yes No

If **No**, please skip to PART II.

If Yes, please complete this section and provide the signed authorization for filing on behalf of the registered copyright owner via email to info@spotifypublishingsettlement.com or via regular mail to PO Box 10371, Dublin, OH 43017-5571.

CONTACT INFORMATION OF SETTLEMENT CLAIMS FACILITATOR OR OTHER THIRD-PARTY:

Full legal name of the Settlement Claims Facilitator or Other Third-Party submitting the claim (Provide legal entity name or first, middle and last name as appropriate):

[Grid for name input]

Who is the contact person (if different from above) for the Settlement Claims Facilitator or Other Third-Party submitting a claim?

First, MI, Last Name:

[Grid for contact person name input]

What is the address, phone number and email address for the Settlement Claims Facilitator or Other Third-Party submitting a claim?

Address:

[Grid for address input]

City:

[Grid for city input]

State:

[Grid for state input]

Zip:

[Grid for zip input]

Email:

[Grid for email input]

Phone:

([Grid]) [Grid] - [Grid]



For the unique copyrighted musical work that you contend Spotify made available without a license, please provide the information for that unique work below. For each unique copyright registration number claimed by the registered owner identified in ART I, please complete a separate copy of this page.

PART II

CLAIM FOR A REGISTERED COPYRIGHTED MUSICAL WORK:

The Settlement Agreement provides for payment of ongoing mechanical license royalties calculated in accordance with 37 C.F.R. §§ 385.10-17 to class members whose copyrighted musical compositions were made available by Spotify (allegedly without a license) for interactive streaming and/or limited downloads between December 28, 2012 and _____, 2017.

Title of copyrighted musical work:

U.S. Copyright registration or application number
****REQUIRED**:** _____

International Standard Musical Work Code (ISWC) (Optional): _____

HFA Code (Optional): _____

Interested Parties Information Code (IPI) (Optional): _____

Do you have complete, 100% ownership of the copyright for this work? Yes No

If no, you *must* provide the ownership percentage for the registered copyright owner identified in PART 1-A. You *may*, if known, also provide the ownership percentage of any other partial owners in the optional fields below.

Full Legal Name (First, Middle, Last)	Ownership Share
Ownership of Claimant (the registered owner identified in ART I)	%
[Optional]	%
[Optional]	%
[Optional]	%

Statutory mechanical royalties may depend upon the number of times a track embodying the musical composition has been streamed. Below, please provide all track information associated with the copyrighted musical ownership described above in PART II. In order to fully complete this claim form, you must provide the Spotify Track ID for each sound recording associated with your copyrighted musical work. You can file an online claim and view the Spotify Track Database by registering at www.SpotifyPublishingSettlement.com. If you do not know your Spotify Track information and cannot access SpotifyPublishingSettlement.com, contact the Settlement Administrator at (855) 474-3853.

Spotify Track ID <i>(Required)</i>	Song Title <i>(Optional)</i>	Artist <i>(Optional)</i>	Songwriter(s) <i>(Optional)</i>	International Standard Recording Code (ISRC) <i>(Optional)</i>



If you are unable to identify all Spotify Tracks in the space provided, please make copies of the previous page and submit the additional track identification(s) associated with the registered copyrighted musical work identified in PART II with your completed claim form.

If you would like to make an additional claim for a separate registered copyrighted musical work using the same ownership information provided in PART I, please make copies of PART II and submit the additional registration(s) and track identification(s) with your completed claim form.

If you would like to make an additional claim for a separate registered copyrighted musical work using different ownership information than that provided in PART I, please complete and submit a new claim form for the registered copyrighted musical work(s).

Has the copyright holder (or any parent company) for the works you identified in Part II entered into a National Music Publishing Association Pending and Unmatched Usage Agreement with Spotify in 2016?

Yes No

Certification. I swear under penalty of perjury of the laws of the United States that the information I am submitting on this form is true and correct to the best of my knowledge.

Signature

Date

Print Name

The Settlement Administrator will review all online royalty claim forms as they are submitted. Royalty claim forms that are invalid, illegible, or incomplete may be rejected.

The Settlement Administrator is entitled to confirm information supplied in royalty claim forms to determine eligibility, and may request additional information from you in the event that conflicting or competing claims for a musical work are received. You must comply with requests for additional information in order to receive a payment of statutory mechanical royalties.