



Addendum to the 1998 Sound Carrier Contract Bundling of physical products with online products

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hereinafter referred to as **NCB** of the one part

and

hereinafter referred to as **The Licensee** of the other part

have agreed as follows:

1 Preamble

- 1.1 The aim with this Addendum is to make the Licensee able to distribute digital codes together with a physical product without payment of a fee to NCB.

2 Description of product

- 2.1 The physical product shall mean a CD or LP. If The Licensee wishes to obtain the right to distribute digital codes together with other physical audio products than mentioned in article 2, NCB shall accept this prior to distribution.
- 2.2 The download of audio linked to digital codes in connection with a DVD – for instance from a live concert recorded on a DVD – are not subject to this Addendum. If The Licensee wishes to be able to offer download of audio linked to digital codes together with a DVD, Blu-ray or similar products, The Licensee shall obtain acceptance from NCB.

- 2.3 Digital code shall mean a code that makes it possible for an end-user to download music on a storage unit.

3 Requirements

- 3.1 NCB grants The Licensee the right to distribute digital codes as a download service on the Internet or Mobile Internet for end-users without payment of a fee to NCB, if the following requirements are fulfilled by The Licensee. No Party shall receive or charge any payment for the service.

- a) The physical product related to the digital codes must be a full price product. In other cases the Licensee must obtain acceptance from NCB.
- b) The music tracks downloaded by means of the digital codes offered by The Licensee to end-users shall be identical to some or all of the tracks available on the physical product. Thus the digital codes cannot give access to download of tracks that are not part of the physical product or to versions of the tracks that have been modified in any way compared to the tracks on the physical product.
- c) An end-user shall only be allowed to download the music linked to the digital code one time and store it on one storage unit or to re-download the music linked to the digital code in accordance with the stipulation of the following letter e) below.
- d) When the end-user has received the digital code with the possibility to download music, the end-user must within a period of 6 months have downloaded the music linked to the digital code. If the end-user fails to download the music linked to a digital code within the above period, the end-user loses the right to download the music linked to the digital code.
- e) The digital codes shall only give access to download to one IP address, i.e. shall be locked to the IP address through which the digital code is first activated. The content shall only be temporarily accessible for the end-user for up to 24 hours from the time when the end-user first activated the digital code.

4 Registration of releases

- 4.1 The Licensee undertakes to register with NCB the sound carriers with links to download codes not later than on the day the sound carriers are released:
- a) The catalogue number of the sound carrier
 - b) The title of the sound carrier
 - c) The title(s) of the tracks
 - d) The names of the authors, composers and arrangers
 - e) The artist of the sound carrier.

- 4.2 If the sound carrier has been submitted for NCB-registration already the Licensee shall inform NCB that a digital code has been added to the sound carrier in question.

5 Reporting

- 5.1 Upon request, The Licensee shall be able to provide NCB with a report concerning the following information regarding the download of music linked to digital codes:

- a) Codes for download
- b) Recording title for tracks and album
- c) The names of the authors, composers and arrangers
- d) The artist of the sound carrier
- e) The physical product's catalogue number
- f) Number of downloads.

- 5.2 The Licensee shall keep full and accurate books and records of all download activities in connection with the distribution of digital codes together with the physical products during the term of this Addendum. If NCB requests a report containing information of the activity level of number of downloads or other information concerning the download activities, The Licensee shall provide NCB with a report containing such information.

- 5.3 The same criteria concerning reporting are applied in connection with reporting of download of music linked to digital codes as for the physical product.

6 Audit

- 6.1 The number of offered download codes as well as the quantity of actual downloads must be registered and recorded by The Licensee. Such records shall always be accessible for NCB's audit purposes five years back in time counted from the date when the download activities were reported to NCB.

The Licensee shall inform NCB of the legal platform, from where the digital codes are accessible.

The same criteria concerning audit are applied in connection with audit of download of music linked to digital codes as for the physical product.

7 Miscellaneous

- 7.1 The Addendum shall become legally binding when all Parties have signed it. The Addendum is hereafter prolonged one year at a time unless terminated in writing at least 60 days before the Addendum expires.
- 7.2 The provisions in the main agreement (The 1998 Sound Carrier Contract) shall also be legally binding in connection with this Addendum.
- 7.3 The Parties acknowledge and agree that this Addendum and its terms and conditions are of an experimental, temporary and confidential nature, and will not constitute a precedent for any new Addendums or agreements which could possibly replace this Addendum once the Parties have a better knowledge of the exploitation concerned.

8 Signatures

- 7.1 In witness hereof, the Parties have caused this Addendum to be executed by their duly authorized representatives as of the Effective Date in two original copies, one for each Party.

Date

NCB

Date

Licensee

