

# Exhibit C

## AIP PROGRAM TERMS

These are the AIP Program Terms ("Agreement") between Clear Channel Broadcasting, Inc., on behalf of itself, its subsidiaries, parents, successors in interest and affiliates ("Clear Channel") and you ("you" or "Label") with respect to Clear Channel's use of the sound recording(s) (individually and collectively, the "Recording") submitted to Clear Channel as part of Clear Channel's Artist Integration Program (the "AIP Program"). Your submission of Recordings to Clear Channel as part of the AIP Program constitutes your acceptance to be bound by this Agreement without limitation, qualification or change. If at any time you do not accept all the terms and conditions of this Agreement, you may cease participation in the AIP Program at any time by sending written notice to Clear Channel by email to [digitalaip@clearchannel.com](mailto:digitalaip@clearchannel.com). The "Promotional Term" for each Recording begins on the first day of the month during which each Recording is submitted to Clear Channel as part of the AIP Program and ends the later of: (a) six (6) months from the date each Recording is submitted to Clear Channel as part of the AIP Program; or (b) ten (10) business days following the date Clear Channel receives written notice of Label's withdrawal of such Recording from the AIP Program.

1. **License.** You grant to Clear Channel the world-wide, non-exclusive right and license, for the Promotional Term, to use, copy, modify (solely to the extent necessary to conform with Clear Channel's programming or technical specifications), publicly perform, digitally perform, publicly display and distribute the Recordings, pictures, videos, song lyrics, still images, artist name(s), artist members' individual names, photographs, artist information, graphics, trademarks, gig listings, and/or other content related to the Recordings which are submitted by Label to Clear Channel or otherwise approved by Label for use in connection with the AIP Program (collectively, the "Label Material"), including portions, composites, likenesses or distortions or alterations of same, in whole and in part, and to prepare derivative works of, or incorporate into other works, the Label Material, in connection with Clear Channel's radio broadcasting and related services, including, but not limited to any advertising, marketing, simulcasting, streaming, both live-online and digital on-demand and broadcasting but specifically excluding downloading. The foregoing license shall be sub-licensable by Clear Channel without further permission from Label solely for the purpose of conducting the AIP Program.

2. **Consideration.** This Agreement is in consideration of potential promotional opportunities afforded to you for being part of the AIP Program. Clear Channel shall not be subject to and shall not be required to pay any royalties to you or any third party for the use of the Label Material in accordance with this Agreement during the Promotional Term, provided that nothing herein shall grant Clear Channel any rights in any underlying compositions contained in the Recordings as long as such compositions are covered through Clear Channel's agreements with ASCAP, BMI or SESAC. For the avoidance of doubt, Clear Channel shall not be subject to and Label hereby waives any royalties or fees related to Clear Channel's use of any Label Material including, without limitation, royalties payable through SoundExchange.

3. **No Obligation to Use.** Clear Channel shall have no obligation to use the Label Material.

4. **Ownership.** As between Label and Clear Channel, Clear Channel acknowledges and agrees that Label has all rights of ownership, including without limitation, all rights of copyright in the Label Material. Clear Channel acknowledges that nothing in this license gives Clear Channel any right or interest in the Label Material other than to use the Label Material as specified in this Agreement.

5. **Representations and Warranties.** You represent and warrant that:

- a. You are an authorized representative of the owner of the copyright in the Recordings, have the full right and power to enter into and perform this Agreement and have secured all third party consents necessary to enter into this Agreement and submit the Label Material;
- b. The Label Material does not and will not infringe any third party's copyright, trademark or other intellectual property or other proprietary right, or right of publicity or privacy;
- c. The Label Material does not violate any local, state, federal or international law;
- d. The Label Material is not and will not be defamatory, libelous, abusive, pornographic or obscene, or infringe upon the rights of any third party;

6. **Indemnity.** Label, jointly and severally shall be fully responsible for any violation of this Agreement including the representations and warranties, and Label agrees to indemnify and hold Clear Channel, its officers, directors, employees, and agents, harmless from any and all losses, costs, liability, damages and expenses, including reasonable attorneys' fees, arising out of or related to Label's breach of the representations and warranties made in this Agreement or any claims arising from the Label Material to Clear Channel. Label agrees to execute and deliver documents to Clear Channel that we may request to confirm our rights under this Agreement.

7. **Payola.** Label and Clear Channel acknowledge and agree that, in negotiating and entering into this Agreement, Clear Channel has made no representations, warranties or promises of any kind to Label, its agents or representatives, as an inducement to enter into this Agreement or for any other purpose, relating to the playlist of, or the frequency of spins that musical recordings in

which Label may have an interest may experience from any Clear Channel affiliated radio stations. Furthermore, Label understands, acknowledges and agrees that it is not entering into this Agreement based on any conditions relating to the playlist of, or frequency of spins that such musical recordings will experience from any Clear Channel affiliated radio stations.

8. **General Provisions.** This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. This Agreement shall be governed by (and construed and interpreted in accordance with) the laws of the United States of America and of the state of Texas, without regard to conflict of law provisions or actual residences. If any provision of this Agreement shall be held unenforceable in any respect, the remaining provisions shall remain in full force and effect, and the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision. The failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of any prior, concurrent or subsequent breach, and no waiver shall be effective unless in writing. This Agreement contains the entire agreement between Label and Clear Channel regarding the use of the Label Material, and it supersedes all prior and contemporaneous agreements, promises, representations, warranties, and understandings of the parties regarding the same subject matter.