

TOWNSQUARE MEDIA
PERFORMANCE, RELEASE AND AUTHORIZATION AGREEMENT

This Performance, Release and Authorization Agreement ("Release") entered into by _____ ("Record Label,"), authorizes Townsquare MMN, LLC dba Townsquare Media ("Townsquare") to audio and visually record an interview and live performance by _____ ("Artist") (the "Recordings") in connection with the _____ content series ("the Program").

Record Label hereby grants Townsquare, its parent and subsidiaries, and each of their designated contractors and subcontractors the gratis, global, exclusive, royalty-free right and license to (a) produce soundboard recordings and professionally videotape the Recordings; (b) edit and synchronize the Recordings to the extent necessary to make to make the Recordings available as part of the Program; (c) publicly perform, publicly display, transmit, broadcast, rebroadcast, distribute, reproduce, encode, edit, market, promote, sell, have sponsored, archive, and synchronize the Recordings in whole or in part, as an audiovisual on-demand stream across all Townsquare and Townsquare Media, Inc. properties, including but not limited to both owned & operated and third party affiliate websites, radio stations, associated Facebook pages, YouTube channels, advertising units, and/or properties of a third party sponsor of the Program; (d) use Artist's name, likeness, picture, actions, voice, statements made and opinions expressed (together, the "Artist's Persona") during the Recordings, in whole or in part, alone or in compilation with content provided by third parties, in any manner, in any form, by any method now known or hereafter devised, throughout the universe; and (e) place advertising including but not limited to digital banner ads, streaming audio ads, streaming video ads and terrestrial radio ads around the performance in order to recoup the costs to produce the Program (but without any implied or direct endorsement by the Artist in the Program).

Record Label represents and warrants that (i) it owns the rights to the recorded music used in connection with the Recordings; (ii) no permission, grant or consent from any other person(s) or entity(s) are necessary to use the master recording and any underlying compositions because (a) it has the authority to grant to Townsquare the rights granted hereunder and; (b) it has secured, on behalf of Townsquare, any necessary rights and/or permissions to grant the rights granted herein (including, for the avoidance of doubt, publishing rights and any specific YouTube clearances needed to preclude the master and/or copyright owner from making claims or attempting to take away Townsquare's ability to monetize the Recordings on the Townsquare-administered YouTube channel where the Recordings are hosted); and (iii) no royalty, fee or other payment is due to any talent and/or booking agent, record company, publisher or any other third party in connection with the Recordings, grants or rights and/or assumption of obligations under this Release, and/or for any use by Townsquare of the Recordings or the Artist's Persona under this Release; should any such payments become due and owing it will be Record Label's responsibility.

Except as expressly set forth in this Release, Record Label and Artist will have no right to receive any fee, performance royalty, publishing royalty, or any other monetary or non-monetary benefit of any kind for the Recordings and/or any use of the Recordings and/or the Artist's Persona, including without limitation reimbursement of any costs incurred in connection with your provision of the Recordings, notwithstanding any revenue and/or benefits that Townsquare may receive in connection with the Recordings or the Program.

Record Label will indemnify, defend and hold harmless Townsquare, its parent, subsidiaries and affiliates, and each of their respective directors, officers, employees, representatives and agents from and against any and all liabilities, losses, damages, costs and expenses (including legal fees and expenses) resulting from: (i) any claim alleging that the Recordings or the use of the Recordings and/or the Artist's Persona as described herein infringes a copyright, trademark or other right; (ii) any claim that the

Recordings are subject to performance and/or publishing royalties; and (iii) any breach or alleged breach of the representations, warranties and agreements made by Record Label hereunder.

This Release grants Townsquare the right to use the Recordings and the Artist's Persona, but does not create an obligation to do so. This Release constitutes the entire agreement between the parties and shall not be subject to the terms of any guild, union or other collective bargaining agreement.

Record Label has read this Release prior to its execution, and is fully familiar with the contents thereof. This Release shall be binding upon Record Label's heirs, representatives, and assigns. This Release shall be governed by the laws of the State of New York without regard to choice of law principles. Any action brought by a party hereto against another party hereto relating to this Release and/or the Recordings will be brought in a state or federal court of competent jurisdiction located in New York County, New York, and Record Label hereby irrevocably consents to the venue of and personal jurisdiction in such courts.

Record Label represents that the person signing this Release on its behalf has been duly authorized to execute this Release on its behalf, and the signatory hereto signing in a representative capacity warrants and represents that he or she has been duly authorized by and on behalf of his or her principal to execute this Release.

RECORD LABEL'S DULY AUTHORIZED REPRESENTATIVE:

Signature

Name: _____

Title: _____

Date: _____