

Website Terms of Use

BeatStars Terms & Conditions

Effective date: May 25, 2018

BeatStars Inc. ("BeatStars", "us", "we", or "our") operates the BeatStars.com website, BeatStars mobile applications and other related websites and applications (the "Service").

Set forth below are the terms and conditions governing the Service, which may expand or change from time to time. As used herein, the term "you" or "your" refers to an individual, representing yourself or, if applicable, acting as legal representative for a group, business entity or corporation.

CAREFULLY READ THESE TERMS AND CONDITIONS. BY AVAILING YOURSELF OF THE WEBSITE OR RELATED SERVICES, YOU ARE CONSENTING TO BE BOUND BY THESE TERMS AND CONDITIONS AS SUCH TERMS MAY BE MODIFIED FROM TIME TO TIME AS DESCRIBED BELOW.

Use of Materials Found on the Website: The information, artwork, text, video, audio, pictures, software and other intellectual property (collectively, "Materials") contained on the Website are protected by copyright and international laws. You may only access and use the Materials for personal or educational purposes or as expressly provided for in applicable BeatStars.com program terms and conditions. You may not otherwise reproduce, distribute, publicly perform, publicly display, modify or create derivative works of the Materials, unless authorized by the appropriate copyright owner(s). In the event that you print Materials found on the Website, you must include any copyright notice originally included with the Materials on all copies. You may not link directly to any media file located on a BeatStars.com server, except where explicitly allowed to do so. You should not attempt to claim any Materials as your own work. Any computer software downloadable or otherwise available on the Website is provided subject to the terms of the applicable license agreement. Before using any BeatStars.com logo or trademark, please contact BeatStars.com.

Copyright and Trademark Infringement Policy and Notification Procedure: BeatStars.com does not own the musical compositions, sound recordings, art or other written or visual images (collectively, the "Content") posted by third parties to the Website. All Content is posted by an individual, group or company (collectively, the "Artist") who has represented and warranted to BeatStars.com that, among other things, neither the Content nor the names, trademarks and service marks under which Content is promoted (collectively, the "Name") infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights, rights of publicity or privacy, or moral rights (see the section titled 'Representations and Warranties' of the current BeatStars.com Music Submission Agreement at <https://beatstars.zendesk.com/hc/en-us>). Buyers are subject to clear any samples on any composition purchased.

Since BeatStars.com is not in a position to determine who has the prevailing claim to use any particular Content or Name posted to the Website, its policy on such matters is that they be resolved directly by the parties alleging misuse of their Content and/or Name (the "Complainants") and the

Artists. We recommend that Complainants immediately notify Artists about allegations of infringement by going to the Artist's page on the Website, clicking the Contact link and contacting the Artist directly. It has been BeatStars.com's experience that most Artists are honest and responsible citizens who may not realize they are engaged in infringing activities. Typically, once notified of a claim, Artists voluntarily cease using such infringing Content and/or Name on the Website and elsewhere.

Complainants may notify BeatStars.com concerning any Content and/or Name being used on the Website in violation of their rights by sending an email to info@BeatStars.com. BeatStars.com only shall use information provided by Complainants in accordance with its then-current Privacy Policy and as reasonably necessary to address any allegations contained therein, which may include disclosing some or all of the information to Artists. In most cases, soon after receiving written notice alleging infringement, BeatStars.com either will remove the allegedly infringing Content and/or Name from those web pages identified or, at its election, remove those web pages.

Refund policy: BeatStars.com does not offer refunds. If there are any issues with a premium service or an ordered item please contact BeatStars.com immediately, we aim to solve any issue amicably. Premium services (recurring billings) can be cancelled anytime for any reason. Cancellations by the individual, group or company that signed up for the premium service (collectively, the "Subscriber") will be effective after the paid period. In case of cancellation by the Subscriber the period that is already paid for will not be reimbursed. The premium service will then remain active until the end of the paid period. BeatStars.com reserves the right to cancel premium services for any reason at any time without notification. If BeatStars.com cancels a premium service before its expiration date, Subscriber might be entitled to a pro-rated refund of the last payment. No refund will be given if user violated the Terms and Conditions of Web Site Use, or the Music Submission Agreement.

Premium service can be cancelled by emailing info@BeatStars.com with cancellation request and artist name or order ID. Cancellation will be confirmed by email.

Your Conduct: You shall use the Website for lawful purposes only. You shall not post or transmit via the Website any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without BeatStars.com's express prior approval, contains advertising or any solicitation with respect to products or services.

In addition, if we feel that a user abuses the BeatStars.com site in any way, we reserve the right to share certain information with third parties. Abuses include (but are not limited to) possible copyright infringement, possible libel and slander, possible credit card fraud. BeatStars.com reserves the right to refuse service, terminate accounts, and/or cancel orders at its sole discretion and without notification..

Content: The Website offers a wide selection and variety of content to our members and users. Content may contain profanity or otherwise inappropriate or offensive material for children or other members and/or users. Members and/or users must evaluate and bear the risk associated with the use of the Website and related services. BeatStars.com suggests that parents should supervise their children's on-line activities and consider using parental control tools available to help provide an appropriate on-line environment for their children. Users are also encouraged to contact BeatStars.com for evaluation of possible offensive material. BeatStars.com reserves the right to act on such notices at its sole discretion.

Warranty Disclaimer. YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE AND RELATED SERVICES IS AT YOUR SOLE RISK. THE WEBSITE, MATERIALS AND RELATED SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BEATSTARS.COM INC MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE WEBSITE OR ANY MATERIALS THEREIN, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. IN ADDITION, BEATSTARS.COM INC MAKES NO REPRESENTATION THAT THE OPERATION OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. BEATSTARS.COM INC WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS ON THE WEBSITE. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY OPINION, ADVICE, INFORMATION OR OTHER CONTENT OR MATERIALS PROVIDED IN CONNECTION WITH OR OTHERWISE AVAILABLE THROUGH THE WEBSITE. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SUCH OPINION, ADVICE, INFORMATION OR OTHER CONTENT. UNDER NO CIRCUMSTANCE WILL BEATSTARS.COM INC BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE WEBSITE, OTHER THAN AS REQUIRED UNDER APPLICABLE CONSUMER-PROTECTION LAW. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR LIMITATION OF CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU AND NOTHING CONTAINED HEREIN SHOULD BE CONSTRUED AS EXCLUDING OR LIMITING ANY LIABILITY BEYOND WHAT IS PERMITTED UNDER APPLICABLE LAW.

Limitation of Liability. By availing yourself of the Website, Materials or related services, you agree to release and hold BeatStars.com and the employees, officers, directors, shareholders, agents, representatives of BeatStars.com, its affiliates, subsidiaries, advertising, promotion and fulfillment agencies, any entity controlling, controlled by or under common control with BeatStars.com, any third-party providers or sources of information or data and legal advisers (collectively, "BeatStars.com Affiliates") harmless from any and all losses, damages, rights, claims and actions of any kind arising from or related to the Website, Materials or related services including but not limited to: (a) telephone, electronic, hardware or software, network, Internet or computer malfunctions, failures or difficulties of any kind; (b) failed, incomplete, garbled or delayed computer transmissions; (c) any condition caused by events beyond the control of BeatStars.com that may cause the Website or related services to be disrupted or corrupted; (d) any injuries, losses or damages of any kind arising in connection with or as a result of your use of the Website, Materials or related services; or (e) any printing or typographical errors in any materials associated with the Website, Materials or related services. In addition, you agree to defend, indemnify and hold BeatStars.com Affiliates harmless from any claim, suit or demand, including reasonable attorney's

fees, made by a third party due to or arising out of your utilizing the Website, Materials or related services, your violation or breach of these Terms and Conditions, your violation of any rights of a third party, or any other act or omission by you. IN NO EVENT WILL BEATSTARS.COM BE LIABLE FOR ANY INDIRECT, STATUTORY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF REVENUE ARISING OUT OF YOUR AVAILMENT OF MATERIALS (HOWEVER ARISING, INCLUDING NEGLIGENCE), EVEN IF BEATSTARS.COM WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

General Provisions: You agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside. Your correspondence or business dealings with, or participation in promotions of or with parties found on or through the Website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations applicable to such dealings, are solely between you and such parties. These Terms and Conditions are governed in all respects by the laws of the State of Texas as such laws are applied to agreements entered into and to be performed entirely within Texas between Texas residents. Legal proceedings related to the matters herein shall be brought in and adjudicated solely in the courts of Austin, Texas, United States of America. Both parties consent to extra-territorial service of process and submit to the jurisdiction of said courts. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. BeatStars.com's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. These Terms and Conditions set forth the entire understanding and agreement of the parties as to the subject matter hereof and supersede all prior proposals, discussions or agreements with respect thereto. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Age requirements for use of the Service: This Service is available for individuals aged 13 years or older. If you are 13 or older but under the age of 18, you should review these terms and conditions with your parent or guardian to make sure that you and your parent or guardian understand these terms and conditions.

Modification of Terms and Conditions: From time to time BeatStars.com may modify these Terms and Conditions in its sole discretion. When such modification is made, BeatStars.com will post a revised version of these Terms and Conditions on the Website. Modifications will be effective when they are posted. BeatStars.com is not required to provide you with notification that any such modification has been made. It is your responsibility to review these Terms and Conditions from time to time to be aware of any such modifications. Each time you log on to the Website, you will be deemed to have accepted any such modifications.

Music Distribution Agreement

1) Term and Territory

The term of this Agreement shall be for one (1) year (the "Initial Term"). The Initial Term shall automatically renew for successive one (1) year periods (the "Renewal Term"). The Initial Term and Renewal Term(s), if any, are collectively referred to as the "Term." Either party may terminate this Agreement during the Term subject to the provisions outlined below.

The territory for this Agreement shall be the world (the "Territory"). Licensor may indicate any territorial restrictions regarding specific "Content" (as defined below) on Content Submission Form A, attached to this Agreement.

2) Content

Sound Recordings.

Licensor owns and/or controls one hundred percent (100%) of the sound recordings as well as the copyrights in and to the sound recordings listed on the attached Content Submission Form (the "Masters").

Compositions.

Licensor either:

owns and/or controls the compositions embodied on the Masters (the "Compositions") as well as the copyrights in and to the Compositions; or

has mechanical licenses and all other permissions required to use the Compositions as contemplated in this Agreement.

Licensor may have other works whether audiovisual, visual or otherwise which Licensor would like Licensee to include in this Agreement.

In this Agreement, the Masters and the Compositions and the Additional Works, if any, are collectively referred to as the "Content."

3) Grant of Rights

Licensor hereby licenses the Content to Licensee for distribution and exploitation as follows:

The non-exclusive electronic, digital, and mobile rights in the Content to create digital and/or electronic copies and compilations, to distribute, to sell, and to publicly perform the Content via all electronic, digital, and mobile platforms owned and/or controlled by third parties with whom Licensee has or enters into agreements with during the Term ("Licensee Partners").

Licensor will have an online account with Licensee known as the "Dashboard." The Dashboard enables Licensor to see its activities with Licensee Partners.

The right to:

perform the Content in streaming format on Licensee's website or other websites owned and/or controlled by Licensee Partners;

publicly display and make available for download as part of the sale of the Masters, the lyrics of the Compositions;

collect monies for the playing of the Masters on non-interactive webcasts and streaming of the Masters (payable by SoundExchange in the USA). This collection right is only for Licensor's Masters. Any monies collected on behalf of Licensor for webcasts or streams are included in "Revenue" (defined below) and are subject to the payment provisions of this Agreement;

with prior written approval from Licensor, include the Content in audio and/or audiovisual compilation(s) for sale via physical distribution, and in such cases, to manufacture, make copies of, distribute, and sell physical embodiments of the Content;

release, advertise, and sell electronic files or equivalent electronic form(s) of the Content and to permit others to do so under the trademark "BeatStars" or under any trademark used by Licensee;

sub-license the rights granted by Licensor to Licensee in this Agreement as necessary to Licensee Partners, solely to fulfill the purposes of this Agreement including but not limited to those rights necessary to promote, market, advertise, distribute and sell the Content to consumers. Licensee's grant of rights to Licensee Partners for use of the Content shall always be subject to the terms and limitations of this Agreement.

4) Promotional & Other Rights

Unless otherwise instructed in writing by Licensor, Licensee shall have the non-exclusive right, in its sole discretion and in line with customary practices, to market the Masters and other Content as applicable, for promotional purposes and without compensation to Licensor.

In order for Licensee to provide marketing and licensing services under this Agreement, Licensor grants Licensee the right to:

publicly perform the Masters (and other Content as applicable) on Licensee's websites and permit Licensee Partners to publicly perform the Masters on their website(s) on a gratis basis for the purposes of promoting the sale of the Content. Licensor hereby acknowledges that Licensee and Licensee Partners shall be exempt from any payments of performance royalties otherwise due to owners of sound recordings for digital performances of the same if the use is for promotional purposes. Licensee shall require Licensee Partners to pay any public performance royalties which may be due to publishers/writers of the Compositions for promotional uses of the Compositions;

include the Masters in one or more streaming electronic radio formats to promote and market the Masters;

print, publish, disseminate, and otherwise use and permit others to use the "NIL Materials" (defined below) for the purposes of trade, advertising, and other exploitations solely in connection with the marketing, sale, and exploitation of the Content. The "NIL Materials" are defined as the approved likeness, approved biography, approved photos, and other approved promotional material provided by Licensor, including the name, both legal and professional, whether presently or hereafter used by Licensor, and name(s) of others whose work is embodied on the Content including the "Performer" (as defined below). All NIL Materials provided by Licensor to Licensee shall be deemed approved. All material provided by Licensor to Licensee may be edited to fit the format of the specific use without further approval from Licensor. Licensee shall have the right to permit Licensee Partners, successors and designees the right to use the approved NIL Materials as outlined in this subparagraph.

“Performer(s)” as used in this Agreement means any person whose musical, vocal or production services are embodied on the Content.

5) Payment

Licensee shall pay Licensor the percentages of “Revenue” as outlined on Revenue Shares in Appendix A of this Agreement and forming a part of it.

“Revenue” means income actually received by or credited to Licensee that is derived solely from the exploitation of the Content less mechanical royalties, if any. Income received by Licensee may be subject to taxes, surcharges or fees imposed by government agencies or Licensee Partners before payment is sent to Licensee. Licensee shall have no obligation to pay Licensor Revenue which Licensee has not actually received until such time as Licensee receives such Revenue.

In certain emerging digital media markets (“New Territories”), Licensee has entered into an agreement with one or more Licensee Partner(s) to manage the distribution and appropriate marketing of the Content in that specific New Territory. As such these particular Licensee Partners retain a higher percentage of the income from the distribution, marketing and sales of the Content than is typically maintained in developed digital media markets prior to paying Licensee.

Licensor shall always have the option to withhold or withdraw Content from New Territories.

Revenue shall be paid monthly on the 15th of each month or the following business day if such date occurs on a weekend or holiday. Each payment will be accompanied by a detailed statement showing all sales and other Revenue-generating exploitations of the Content. If Licensor has not received payment or a statement indicating that no payment is due by the 20th day of the month, Licensor shall promptly advise Licensee that Licensor has not received payment or a statement. Licensee shall investigate the situation and assure that payment and/or a statement are sent to Licensor. In no event shall Licensee be deemed in breach of its payment obligations under this Agreement if Licensor has not received payment or a statement on the 15th of the month. However, Licensee may be deemed in breach of its payment obligations if Licensee fails to make payments or provide a statement thirty (30) days after receiving notice from Licensor as outlined above.

No payment shall be made to Licensor in any month when less than one hundred fifty U.S. dollars (\$150) is due and payable to Licensor via paper check or Paypal. In the event payment is not made to Licensor for this reason, such amounts below one hundred fifty U.S. dollars (\$150) as applicable, will accrue to Licensor’s account and shall be paid in the first month in which Licensor’s account reflects a balance greater than one hundred fifty U.S. dollars (\$150) as applicable.

All payments to Licensor from Licensee under this Agreement shall be made via paper check or Paypal.

Licensor hereby acknowledges that in the United States among the ways that mechanical royalties for digital sales are customarily paid include: (i) payment directly to the publishers/writers by the music services/retailers, and (ii) an all-in payment as part of the fee paid by the music services/retailers to Licensee and are not paid separately to the publishers/writers of compositions. In those instances when Licensee receives what is considered the mechanical royalty as part of the fee from Licensee Partners, the portion deemed the mechanical payment shall be included in Revenue paid to Licensor. Licensor shall be fully and solely responsible for paying the mechanical royalty to the appropriate publishers/writers for use of the Compositions under this Agreement.

6) Accountings & Audits

All statements shall be binding upon Licensor and not subject to objection by Licensor unless specific objection in writing, stating the basis thereof, is given to Licensee within two (2) years from the date the statement is rendered, viewed, and/or downloaded. Licensor shall have two (2) years from the date each statement is rendered, viewed and/or downloaded to conduct an inspection of Licensee's books and records specifically relating to Licensor's sales and payment activity. Such inspection shall take place at the location where Licensee normally keeps such books and records and shall be conducted during normal business hours. All such inspections shall be made upon prior written notice to Licensee at least thirty (30) days prior to the date Licensor intends to conduct such inspection. Licensor may only inspect records relating to each statement once and may only conduct such an inspection once a year. Licensee shall have the absolute right in accounting to Licensor to rely upon the statements received by Licensee from third parties and shall not be liable in any manner whatsoever for any error, omission, or other inaccuracy of any such statement(s) or information received by Licensee. However, if Licensee knows or has a reliable business reason to know of an error, omission or other inaccuracy in such third party statement or information, Licensee shall promptly act to correct it and when corrected, Licensee shall appropriately correct Licensor's statement and Revenue.

7) Confidentiality

Licensee and Licensor shall keep the terms and conditions of this Agreement confidential both during the Term and thereafter, and shall not disclose any information concerning the terms and conditions of this Agreement to any other person or entity. Each party may refer generally to the existence of this Agreement but shall not reveal the terms of this Agreement, including but not limited to the payment provisions, other confidential information, proprietary information, business plans, business models, customers, clients, technology, products, or any other information which either party identifies as confidential (collectively, the "Confidential Information") without the prior written consent of the other party. Either party may disclose the Confidential Information on a "need to know" basis to its attorneys, financial, and other advisors who are under a duty of confidentiality to the disclosing party without the prior written consent of the other party so long as those agents are informed of this Confidentiality provision and agree to be bound by it and maintain the Confidential Information confidential. If required by law or governmental regulation, either party may disclose the Confidential Information only after it provides the other party with notice of the potential disclosure and the other party has the opportunity to narrow the information to be disclosed or dispute the disclosure. Nothing in this provision shall prohibit either party from disclosing that an agreement exists between Licensor and Licensee so long as the terms and conditions of this Agreement are not disclosed.

8) Representations and Warranties

A. Licensor's representations and warranties.

Licensor warrants, represents, and agrees that:

unless otherwise noted, Licensor possesses all rights in and to the Content to enable Licensee to use the Content as contemplated in this Agreement. In the event Licensor does not possess all of the full and exclusive rights to the Content, Licensor shall inform Licensee upon delivery of the Content, which right(s) Licensor does not own or control. Licensor shall provide Licensee with any documentation requested by Licensee evidencing rights to use the Content intended under this Agreement;

Licensor has the full right, power, and authority to enter into and fully perform this Agreement and all of Licensor's obligations under this Agreement and to grant Licensee the rights granted in this Agreement. Licensor has not granted and will not grant or attempt to grant to any other person, firm, corporation or entity, rights of any kind which are inconsistent with the grant of rights to Licensee or which would in any way impair the rights granted to Licensee under this Agreement during the Term.

Licensor explicitly warrants and represents that:

the Content contains NO unauthorized "Samples." "Samples" as used herein means any portion(s) or interpolation(s) of third party master recording(s) and/or composition(s), video(s) and/or other material(s), or portions thereof whether musical, lyrical or otherwise, not owned and/or controlled by Licensor. Licensor explicitly warrants and represents that the Content, the sale, distribution, and exploitation of the Content, or any uses of the Content contemplated herein shall not violate any law or infringe upon any common law or statutory rights of any person, corporation, or entity, including without limitation contractual rights, copyrights, trademarks, and rights of privacy or publicity;

as required for use of the Compositions contemplated under this Agreement, except for those Compositions subject to paragraph 5 above, Licensor has obtained mechanical licenses for all Compositions and that Licensor shall administer and pay all mechanical royalty payments to the publishers/writers of the Compositions.

Licensor shall make any and all payments, which may be due to artists, producers, musicians, Performers, writers and publishers when not otherwise addressed in this Agreement and all others whose work and/or performances are embodied on the Content and/or all artwork submitted by Licensor.

B. Licensee representations and warranties.

Licensee warrants, represents, and agrees that:

Licensee has the right, power, and authority to enter into and fully perform this Agreement and all of its obligations under this Agreement;

Licensee shall, at its sole cost and expense, encode and deliver the Content to Licensee Partners.

9) Indemnification

Each party (the "Indemnifying Party") will indemnify, defend, and hold harmless the other party and its affiliates, their respective officers, directors, employees, and agents ("Indemnified Party") from and against any and all losses, liabilities, claims, obligations, costs, and expenses (including

reasonable attorney's fees) which result from or arise in connection with or are related in any way to a breach by the Indemnifying Party of any of its representations and warranties in this Agreement. If a third party asserts a claim or allegation which, if proven, would constitute a breach by the Indemnifying Party of any of its representations, warranties, covenants and or obligations under this Agreement, the Indemnified Party shall promptly notify the Indemnifying Party in writing. The Indemnifying Party shall have the right at its own expense to participate in the defense thereof with counsel of its own choosing, provided however that the Indemnified Party's decision in connection with the defense or settlement of any such claim or demand shall be final. No Indemnified Party shall effect any settlement of any pending or threatened proceeding with respect to which indemnity could have been sought under this Agreement by the Indemnified Party without the prior written consent of the Indemnifying Party.

Licensor shall indemnify Licensee, its officers, directors, employees, and agents from and against all third party claims, actions or demands against Licensee for use of the Content as granted in this Agreement which may constitute infringement of copyright and/or trademark, and violate rights of privacy and/or publicity. Licensor explicitly indemnifies Licensee from and against any and all actions, demands, or claims brought against Licensee for non-payment or insufficient payment of mechanical royalties.

10) Termination

After the Initial Term, Licensor may terminate this Agreement upon sixty (60) days written notice to Licensee and Licensee must confirm in writing receipt of such notice. Upon termination or expiration of this Agreement, the rights granted to Licensee hereunder shall automatically revert to Licensor. Additionally, Licensor may, upon sixty (60) days written notice to Licensee, terminate this Agreement with respect to any particular Master, Composition or Additional Work without effecting this Agreement for the remaining Masters, Compositions and/or Additional Works.

After the Initial Term, Licensee has the right to terminate this Agreement upon sixty (60) days written notice to the Licensor. Notwithstanding the foregoing, should Licensee file for chapter 7 or chapter 11 bankruptcy proceeding, termination of this Agreement is immediate and all Content shall be returned to the Licensor.

Upon termination or expiration of this Agreement for any reason, Licensee shall cease all use and distribution of the Content and shall demand that Licensee Partners cease all use and distribution of the Content. Licensee shall promptly delete all forms of the Content from its website and demand that Licensee Partners delete all forms of Content from their websites within sixty (60) days of termination of this Agreement.

11) Survival of Revenues

Upon expiration or termination of this Agreement, all Revenues received by Licensee for the Content shall continue to be subject to the payment provisions outlined in paragraph 5 above for so long as Licensee receives such Revenues. After termination or expiration of this Agreement, the minimum payment threshold referenced in paragraph 5 shall not apply and Licensee shall pay Licensor its percentage of all Revenues received regardless of the amount payable.

12) Mediation & Arbitration

If a dispute arises out of or relates to this Agreement, or if there is a breach of this Agreement, and the dispute cannot be settled or resolved, then the dispute or breach shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The controversy or claim shall be settled by three (3) arbitrators, and all hearings shall be held in Austin, Texas. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. In rendering the award, the arbitrators shall interpret this Agreement in accordance with the substantive laws of Texas without regard to its conflict of laws rule. Notwithstanding the foregoing, if a third party claim is brought against Licensee for copyright infringement, violation of rights of publicity, rights of privacy, or other unauthorized use of Content which is contrary to the rights granted by Licensor to Licensee in this Agreement, Licensee shall not be bound by this Arbitration provision and may defend itself and make a claim against Licensor in the appropriate court of law and/or equity.

13) Miscellaneous

Under no situation or circumstance shall Licensee be required to accept any or all Content submitted by Licensor. Licensor has none of the rights granted under this Agreement unless Licensee officially accepts Content in writing (including via e-mail). Licensee will use reasonable efforts to make the Content available for sale on third party services, carriers, websites, and/or other platforms but makes no guarantee as to the timeliness of such availability or the manner in which it is presented by Licensee Partners to the public. Licensor understands and agrees that Licensee shall not be liable for any actual or potential lost revenue due to a delay or failure to have the Content available via third party services, carriers, websites, and/or other platforms. However, Licensee will work with Licensor and Licensee Partners to facilitate as many of Licensor's preferences as possible.

If any part of this Agreement is deemed invalid or unenforceable, it shall not affect the validity or enforceability of the remainder of this Agreement, which shall remain in full force and effect as if such invalid or unenforceable provision(s) were not a part hereof.

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, successors in interest, and assigns.

In entering into and performing this Agreement, Licensor and Licensee each have the status of independent contractors. This Agreement shall not be deemed to create a partnership or joint venture between the parties and neither is the other's partner or employee.

This Agreement and the document at <https://beatstars.zendesk.com/hc/en-us> contain the entire understanding between the parties with respect to the subject matter hereof and may only be modified, altered, or amended by a written agreement signed by all parties. For purposes of this provision, a written modification, alteration, or amendment shall include e-mail transmission with proof of receipt and acceptance by the receiving party.

Licensor agrees that it enters into this Agreement with all knowledge of its terms, freely and voluntarily, and with a complete understanding of all the consequences of entering into this Agreement. Licensor acknowledges that it has been represented in the negotiation and execution of

this Agreement by an independent attorney of Licensor's choice who is familiar with the practices of the entertainment industry or Licensor has willingly refrained from so doing.

Subject to and in accordance with paragraph 12 above, this Agreement shall be governed by and construed in accordance with the laws of the State of without giving effect to any choice of law principles.

All notices and communication desired or required between the parties may be made via e-mail transmission, provided however that the sending party obtain proof of receipt of such communication by the recipient either by return e-mail, follow up telephone call, or facsimile. Notices that pertain to any claim referenced in paragraph 9 shall be given in writing and delivered in any of the following ways: personally, via a commercial carrier which provides proof of delivery whether or not such delivery is made overnight with the postage prepaid.

The Parties have entered into this Agreement on the date first written above.