

## LIMITED LICENSE AGREEMENT

This Limited License Agreement (this “**Agreement**”), dated as of your subscription purchase date (the “**Effective Date**”), by and between SOUNDRAW INC. (“**Soundraw**”) and you (“**User**”), sets forth the terms and conditions of Soundraw’s non-exclusive limited license to User of one (1) or more musical compositions (each, a “**Soundraw Composition**”) and each as embodied in a sound recording(s) (each, a “**Soundraw Recording**”) as generated and accessible on and through Soundraw’s online platform (the “**Platform**”). Soundraw and User will each individually be referred to as a “**Party**” and collectively as the “**Parties**.”

In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby mutually agree as follows:

1. **Subscription Fee.** On a monthly or annual basis (as selected by User), User will pay to Soundraw a non-refundable subscription fee stated on the Platform as of the Effective Date (as applicable, the “**Subscription Fee**”) for the “**License**” (as defined below). Notwithstanding the foregoing, Soundraw will have the right to change, in Soundraw’s sole discretion, the Subscription Fee from time to time (“**Fee Change**”), provided that Soundraw will notify User by email and/or via User’s account on the Platform with at least thirty (30) days’ notice before the Fee Change takes effect.
2. **Subscription Period.** Each period that User subscribes to access the License by paying the Subscription Fee is referred to herein as a “**Subscription Period**.” The Subscription Period will automatically renew, and User will be charged the Subscription Fee for the next Subscription Period, unless User has canceled User’s subscription prior to the next billing date, as described in Section 11.a. below.
3. **License.**
  - a. **Grant of License.** Subject to User’s compliance with the conditions, restrictions and limitations set forth in this Agreement (including User’s payment of the Subscription Fee) and provided that User is not in breach or default of this Agreement, Soundraw will grant to User the non-exclusive, non-transferable and non-assignable limited license (the “**License**”) to:
    - i. access up to thirty (30) Soundraw Recordings per month during the Subscription Period and create solely one (1) or more derivative sound recordings based on each such Soundraw Recording and the applicable Soundraw Composition (each, a “**User Recording**”);
    - ii. distribute the User Recording(s) to one (1) or more digital music streaming services, such as Spotify, Apple Music, Tidal, iTunes, and Amazon Music during the “**Exploitation Period**” (as defined below), provided that the User will not register the User Recordings with any content identification system or provider of user-generated content identification services, including a music distribution service, record label

and/or digital aggregator, including, for example, TuneCore, Distrokid, or CD Baby;

- iii. reproduce the User Recording(s) in physical form, including, CD-ROM, Vinyl, cassette, in unlimited amounts and sell the same.
- iv. promote the User Recordings in any media during the Exploitation Period;
- v. synchronize the User Recordings in time relation to one (1) or more audiovisual works owned or controlled by User during the Exploitation Period; and
- vi. publicly perform the User Recordings on digital or terrestrial radio or otherwise during the Exploitation Period.

The Parties hereby acknowledge and agree that following the expiration of the Subscription Period, User will not be permitted to access the License for any new Soundraw Recording, provided that User will be permitted to exploit the User Recordings in accordance with the License during the Exploitation Period.

**“Exploitation Period”** means in perpetuity unless this Agreement is terminated pursuant to Section 11.b. below, in which event the Exploitation Period will expire upon the effective date of such termination.

- b. License Proceeds. Subject to User’s compliance with the conditions, restrictions and limitations set forth in this Agreement (including User’s payment of the Subscription Fee) and provided that User is not in breach or default of this Agreement, User will not be required to account or pay to Soundraw any royalties, fees, monies or other proceeds paid to or collected by User pursuant to the License (but at all times excluding the mechanical royalties payable therefrom).
- c. Restrictions. User hereby acknowledges and agrees that, except for the License, no other rights or license, express or implied, are granted by Soundraw to User pursuant to this Agreement. The authority conferred with respect to Soundraw Recordings, Soundraw Compositions, and/or User Recordings under this Agreement is strictly limited to the use thereof in the manner expressly set forth herein. All rights not expressly granted by Soundraw to User under this Agreement are expressly reserved solely to Soundraw. Without limiting the generality set forth in the foregoing sentences, User is prohibited from taking any action(s) and from engaging in any use of the Soundraw Recordings, Soundraw Compositions, and/or User Recordings in the manners, or for the purposes, set forth below:
  - i. The License granted to User is non-transferrable and User will not assign the License, in whole or in part to any third part;

- ii. Except as expressly provided for in Section 3.a.v above, User will not synchronize Soundraw Recordings, Soundraw Compositions, and/or User Recordings, in whole or in part, in time relation to any audiovisual works without Soundraw's prior written approval in each instance, including on third party commercials, television, films, movies, theatrical works, video games, etc.,
- iii. User will not engage in any unlawful reproduction, copying, streaming, duplicating, selling, lending, renting, hiring, broadcasting, uploading, or downloading to any database, servers, computers, peer to peer sharing, or other filesharing services, posting on websites, or distribution of the Soundraw Recordings and/or Soundraw Compositions in the form, or a substantially similar form, as delivered to User, provided that User may send the Soundraw Recordings to any musician, engineer, studio manager or other individual engaged by User to create or produce the User Recordings.
- iv. USER IS EXPRESSLY PROHIBITED FROM REGISTERING THE SOUNDRAW RECORDINGS AND/OR USER RECORDINGS WITH ANY CONTENT IDENTIFICATION SYSTEM OR PROVIDER OF USER-GENERATED CONTENT IDENTIFICATION SERVICES, INCLUDING, A MUSIC DISTRIBUTION SERVICE, RECORD LABEL OR DIGITAL AGGREGATOR, INCLUDING, FOR EXAMPLE, TUNECORE, DISTROKID, OR CD BABY.
- v. User will not create or authorize others to create any derivative work based on the Soundraw Recordings, Soundraw Compositions, and/or User Recordings, in whole or in part, without Soundraw's prior written approval in each instance.
- vi. The License does not extend to any third party sound recordings, musical composition, and/or other works.
- vii. User will be responsible to obtain and maintain all necessary licenses, approvals, consents and permissions in connection with any third party materials, ideas, other intellectual properties or elements incorporated by User and embodied in the User Recordings.

#### **4. User Compositions.**

- a. Except for the Soundraw Composition(s) which will remain owned by Soundraw, the Parties hereby acknowledge and agree that the underlying musical composition(s) that comprise each of the User Recordings (each, a "**User Composition**"), including the so-called "writer's share" and "publisher's share", will be owned and controlled by Soundraw and User as co-authors or co-writers in accordance with the following ownership split: fifty percent (50%) to Soundraw (the "**Soundraw Share**") and fifty percent (50%) to User (the "**User**

**Share**”). User hereby grants to Soundraw an irrevocable right and license to reproduce, distribute, publicly perform, license, and otherwise exploit the User Compositions. Without limiting the generality of the foregoing, Soundraw will acquire fifty percent (50%) of, and will therefore own fifty percent (50%) of, all right, title and interest in and to each of the User Compositions throughout the universe in perpetuity.

- b. Soundraw will be the sole and exclusive administrator of the Soundraw Share, and User will be the sole and exclusive administrator of the User Share unless otherwise agreed between the Parties pursuant to a separate agreement.
- c. Soundraw will issue to User and User’s licensees a mechanical license for the Soundraw Share of User Compositions (each, a “**Controlled Composition**”) for payment equal to the full statutory or collection society rate from time to time in the country of sale without deductions without regard to mechanical “caps”. Soundraw hereby grants to User a worldwide and royalty-free license (including a first-use license) during the Exploitation Period to reproduce each of the Controlled Compositions which is embodied on the User Recordings in promotional-only videos, including (i) audio-visual works that contain only the lyrics to the musical composition embodied in the User Recordings, (ii) any so-called “making-of” or “behind the scenes” audio-visual works, and (iii) any other format of an audio-visual work, provided that the foregoing uses are solely for promotional purposes in connection with the applicable Controlled Composition, without payment to User and/or any third parties with respect to those promotional uses, provided that User does not receive any compensation in connection therewith.
- d. In the event that User desires to register the User Share of User Compositions with User’s Performing Rights Organization (“**PRO**”), User will first provide written notice thereof to Soundraw with User’s PRO information and titles of the User Composition. Thereafter, when registering the User Share of User Composition with User’s PRO, User will simultaneously identify and register the Soundraw Share and Soundraw’s ownership interest in the User Compositions to indicate Soundraw as the writer and owner of fifty percent (50%) of the so-called “writer’s share” of the User Compositions, and as the owner of fifty percent (50%) of the so-called “publisher’s share” of the User Compositions.

5. **Ownership.**

- a. Soundraw Recordings/Soundraw Compositions/User Compositions. The Parties hereby acknowledge and agree that Soundraw owns all rights, title and interest of every kind or nature, in perpetuity throughout the universe in all languages, format and media, whether now known or hereafter devised in and to the Soundraw Recordings, Soundraw Compositions, and the Soundraw Share of User Compositions, and all allied, ancillary, and subsidiary rights related thereto.

- b. User Recordings. Each of the User Recordings and all of the results and proceeds of the services or contributions of every kind heretofore rendered by and hereafter to be rendered by User in connection therewith, excluding the User Compositions (collectively, the “**Results and Proceeds**”), are and will be deemed a “work made for hire” specially ordered or commissioned by Soundraw within the meaning of the U.S. Copyright Act, as amended, and all similar laws worldwide, with Soundraw being deemed the sole and exclusive author and owner of all rights, title and interest of every kind or nature, forever throughout the universe in all languages, format and media, whether now known or hereafter devised in and to the User Recordings, the Results and Proceeds, and all allied, ancillary, and subsidiary rights related thereto (collectively, the “**Rights**”), including the exclusive rights to all copyrights in and to the User Recordings and/or the Results and Proceeds and all extensions, renewals, applications, filings and registrations for same, and all rights to use, exploit, transmit, broadcast, distribute, exhibit, license, sell, reproduce, display, create derivative works from, combine with other materials, add to, delete from, translate, reformat, publicly perform, use clips from, subtitle in any language, advertise, market, monetize, turn account, promote, and sell advertisements in connection with, in perpetuity, the User Recordings and the Results and Proceeds. If, under any applicable law, the foregoing provision is not effective to place authorship and ownership of the User Recordings, the Results and Proceeds and all Rights therein in Soundraw, or if it is determined that the User Recordings or any part thereof does not constitute a “work made for hire” for Soundraw within the meaning of the U.S. Copyright Act, as amended, or any similar law worldwide, then to the fullest extent allowable and for the full term of protection otherwise accorded to User under such applicable law, User hereby irrevocably and exclusively assigns to Soundraw all Rights in and to the User Recordings and the Results and Proceeds. User hereby irrevocably waives the benefits of any provision of law known as “droit moral,” “moral rights,” or any similar rights or principles of law in any country of the world which User may now or later have in the User Recordings and/or the Results and Proceeds, and User agrees not to institute or permit any action or lawsuit on the grounds that the User Recordings and/or the Results and Proceeds or any other work based upon the User Recordings and/or the Results and Proceeds constitutes an infringement or violation of User’s droit moral or is in any way a defamation or mutilation of the User Recordings and/or the Results and Proceeds. User hereby assigns to Soundraw forever all rental and lending rights under national laws (whether implemented pursuant to the EC Rental and Lending Rights Directive or otherwise) to which User may now be or hereafter become entitled with respect to the User and/or any other works based upon the User Recordings, the Results and Proceeds and/or any derivative works derived therefrom. User will, upon Soundraw’s request, execute, acknowledge and deliver to Soundraw such additional documents as Soundraw may deem necessary to evidence and effectuate Soundraw’s rights hereunder, and User hereby grant to Soundraw the right as attorney-in-fact to execute, acknowledge, deliver and record in the United States Copyright Office or elsewhere any and all such documents if User fails to execute same within five (5) business days after

Soundraw's written request therefor. User will not in any event claim any reversionary right under the United States Copyright Act Section 203, or otherwise in connection with the User Recordings and/or the Results and Proceeds.

6. **Credit.**

- a. During the Exploitation Period, Soundraw will grant to User the non-exclusive right to use Soundraw's name and pre-approved trademarks (the "**Soundraw Marks**"), solely in connection with its use of the User Recordings as permitted pursuant to this Agreement. Notwithstanding the foregoing, Soundraw Marks will not be used in any manner that suggests or implies a sponsorship of and/or endorsement by Soundraw of any brand, product, service, cause, or event (excluding Soundraw, the Platform, or Soundraw's services or products). User will accord Soundraw the following production credit, on the jackets, labels, metadata (wherever permitted), and/or liner notes of all records embodying the User Recordings, and on videos and audio-visual exploitations of the User Recordings, and in all national trade and consumer advertisements, including Billboard "strip ads," and their digital equivalents, featuring the User Recordings in all configurations, and where any other producer credits appear or customarily appear, but only to the extent such advertisements pertain to the User Recordings, which will be in substantially the following form: "Produced by Soundraw".
- b. User will notify all distributors of the User Recordings in writing of the credit obligations set forth herein. User will promptly fix, or notify any third party distributor to fix, the production credit of the User Recordings.
- c. User hereby acknowledges that it has no interest, and that this Agreement does not grant any interest in, the Soundraw Marks, except for the license therein as provided herein, and that User will not take any action or fail to take any action that could impair the Soundraw's rights to Soundraw Marks.

7. **Representations And Warranties.** User warrants, represents, covenant and agrees as follows:

- a. User has the right, power and authority to enter into this Agreement, to fully perform User's obligations set forth herein and to grant the rights granted herein without the consent or approval of any other person or entity.
- b. User has reached the legal age of majority in User's jurisdiction.
- c. User will not "interpolate", "quote from", "sample", "borrow" or otherwise adapt any (i) copyrighted words or copyrighted selections owned or controlled by third parties, and/or (ii) copyrighted sound recordings (including any sounds accompanying copyrighted audiovisual works) owned or controlled by third parties in connection with the User Recordings without full clearances.

- d. All registration and account information submitted and/or made available to Soundraw through the Platform is truthful and accurate and that User will be maintained and promptly updated to ensure its accuracy.
- e. All of the Results and Proceeds as embodied on the User Recordings, are original and none of the materials furnished solely by User and embodied on the User Recordings or any use thereof does not and will not violate any law or infringe upon or violate the rights of any third party (including contractual rights, copyrights and rights of privacy and publicity) and no adverse claim exists thereon;
- f. User has obtained or will obtain and maintain all necessary licenses, approvals, consents and permissions in connection with the materials, ideas, other intellectual properties or elements incorporated by User and embodied in the User Recordings;
- g. Soundraw will not be required to make any payments of any nature for, or in connection with, the acquisition, exercise or exploitation of rights by Soundraw pursuant to this Agreement;
- h. To the extent of User's contributions embodied on the User Recordings, including contributions embodied on the User Recordings from any third party engaged by User, the User Recordings were created non-union and will not be subject to any collective bargaining agreement;
- i. User is not under any disability, restriction or prohibition respecting musical works that User may produce for Soundraw; and
- j. User will not access or remain on the Platform fraudulently, or to hinder or alter its performance, in particular by introducing viruses, Trojan horses, worms, logic bombs or any other program that may cause damage to the Platform and any users thereof;
- k. User will not use, or authorize others to use, any of Platform, Soundraw Recordings, Soundraw Compositions, User Recordings, and/or User Compositions, in whole or in part, for purposes of training any artificial intelligence and/or machine learning platforms, applications, models or algorithms (whether via the development or modification of a dataset, scraping or reproducing the data contained in any of Platform, Soundraw Recordings, Soundraw Compositions, User Recordings, and/or User Compositions, feature extraction methodologies or otherwise), or in connection with any data, information, content and/or materials generated or developed by, with or resulting from the use of any artificial intelligence and/or machine learning platforms, applications, models or algorithms.
- l. All of User's representation and warranties will be true and correct upon execution hereof and will remain in effect in perpetuity.

8. **Disclaimer and limitation of liability.**

- a. THE PLATFORM, SOUNDRAW RECORDINGS, SOUNDRAW COMPOSITIONS, CONTENT, PRODUCTS, INFORMATION, AND/OR SERVICES MADE AVAILABLE ON, THROUGH OR IN CONNECTION THEREWITH, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, OR ANY GUARANTY OR ASSURANCE THE SERVICES WILL BE AVAILABLE FOR USE, OR THAT ANY PRODUCTS, FEATURES, FUNCTIONS, SERVICES OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED.
- b. USER UNDERSTANDS AND AGREES THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, SOUNDRAW SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM USE OF THE SERVICES OR FROM THIS AGREEMENT, INCLUDING COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES.

9. **Indemnity.** User will indemnify, defend (at Soundraw’s election) and hold the Soundraw, its affiliates, successors and assigns and each of its and their officers, directors, employees, representatives and agents harmless from and against any and all claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys’ fees and disbursements), arising in any way out of or in connection with (a) User’s breach or violation of this Agreement or any applicable law, rule or regulation, (b) User’s use of the Platform, and/or (c) any of User’s negligent, tortious or fraudulent actions or omissions. Soundraw reserves the right to assume the exclusive defense and control of any matter subject to indemnification by User and all negotiations for its settlement or compromise, and User agrees to fully cooperate with Soundraw upon its request.

10. **Force Majeure.** If Soundraw’s activities are interrupted or prevented, directly or indirectly, by matters beyond the control of Soundraw including floods, fires, earthquakes, accidents, pandemic, epidemic, governmental order (including any government-mandated “stay at home” or similar order) or regulation, judicial order (whether imposed on an industry-wide basis or affecting only Soundraw), other governmental acts or directives, strikes or labor strife, power or service outages, war, civil unrest, acts of terror, transportation delays, shortages of raw materials, acts of God, and errors, acts or omissions of any other person or entity (“**Force Majeure Event**”), Soundraw will not be deemed to be in breach of, or liable for any failure or delay in performing its obligations under this Agreement. In the case of a Force Majeure Event, Soundraw will have the right to suspend or terminate this Agreement and, if suspended, the running of time hereunder so long as any such Force Majeure Event will continue and will use commercially reasonable efforts to resume performance as soon as practicable. A suspension for a Force Majeure Event will be deemed to continue until there is no longer a Force Majeure Event.



11. **Termination.**

a. **User Termination of Subscription.**

- i. User may terminate User's subscription at any time via the Platform.
- ii. User's termination of User's subscription will take effect at the end of the Subscription Period during which User notified Soundraw that User wishes to terminate User's subscription.
- iii. User's termination of a subscription does not affect User's obligation to pay for the remainder of then-current Subscription Period, and does not entitle User to a refund of any Subscription Fee paid in advance for the remainder of the Subscription Period.

b. **Soundraw's Termination.** Without limiting Soundraw's rights and remedies, Soundraw will have the right to terminate this Agreement and/or License, in whole or in part, (i) without cause; (ii) if there is a disability or death of User; (iii) if there is a breach or default of this Agreement; (iv) if there is an event of Force Majeure; or (v) if User commits a "Morals Clause Violation" (as defined below). No termination hereunder will affect the rights licensed or granted to Soundraw in this Agreement or the representations, warranties, or indemnification obligations set forth in the Agreement. In the event of any termination of this Agreement, Soundraw is hereby relieved of any and all further obligations to User under this Agreement.

12. **Morals Clause / No Disparagement.** User acknowledges and agrees that it will constitute a material breach of this Agreement if, during the Exploitation Period, User (a) is arrested for or charged with a crime involving moral turpitude; (b) is convicted of or pleads guilty or nolo contendere to a felony; (c) makes disparaging, derogatory or defamatory remarks about any of the Soundraw, Platform, Soundraw Recordings, and/or Soundraw Compositions; (d) fails to act with due regard to social conventions or public morals or decency; or (e) commits any act which degrades User or Soundraw or which brings User or Soundraw into public disrepute, contempt, scandal or ridicule or shocks, insults or offends the community (each, a "**Morals Clause Violation**").

**13. Binding Arbitration and Class Action Waiver.**

- a. PROCEEDINGS TO RESOLVE OR LITIGATE A DISPUTE IN ANY FORUM WILL BE CONDUCTED ON AN INDIVIDUAL BASIS.
- b. Neither User nor Soundraw will seek to have a dispute heard as a class action or private attorney general action or in any other proceeding in which either Party acts or proposes to act in a representative capacity. No arbitration or proceeding can be combined with another without the prior written consent of all Parties to the arbitrations or proceedings.

- c. User and Soundraw agree to arbitrate, as provided below, all disputes between the Parties (including any related disputes involving Soundraw, its subsidiaries or its affiliates), that are not resolved informally, except disputes relating to the ownership or enforcement of intellectual property rights.
- d. “**Dispute**” includes any dispute, action, or other controversy, whether based on past, present, or future events, between User and Soundraw concerning this Agreement, whether in contract, tort, warranty, statute, regulation, or other legal or equitable basis.
- e. User and Soundraw empower the arbitrator with the exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of the Agreement or the formation of this contract, including the arbitrability of any dispute and any claim that all or any part of the Agreement are void or voidable.
- f. In the event of a dispute, User or Soundraw must send to the other Party a notice of dispute, which is a written statement that sets forth the name, address, and contact information of the Party giving the notice, the facts giving rise to the dispute, and the relief requested. This notice of dispute must be sent to Soundraw, 1-16-6 Dogenzaka, Shibuya-ku, Tokyo Futaba Building 3F, Attention: Legal Department, by an internationally-recognized mail service (e.g., Federal Express), overnight courier, or certified or registered mail, postage pre-paid, return receipt requested.
- g. Soundraw will send any notice of dispute to User at the contact information it has for the concerned User. The Parties will attempt to resolve a dispute through informal negotiation within sixty (60) days from the date the notice of dispute is sent. After that sixty (60) day period and not before, the Parties may commence an arbitration proceeding. User may instead litigate a dispute in small claims court if the dispute meets the requirements to be heard in small claims court, whether or not the Parties negotiated informally first.
- h. If User and Soundraw do not resolve a dispute by informal negotiation or in small claims court, the dispute will be resolved by binding arbitration before a neutral arbitrator whose decision will be final except for a limited right of appeal under the U.S. Federal Arbitration Act. **USER UNDERSTANDS AND ACKNOWLEDGES THAT USER IS GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN COURT BEFORE A JUDGE OR JURY.**
- i. Arbitration will be administered by JAMS Mediation, Arbitration and ADR Services (“**JAMS**”) in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the “**JAMS Rules**”). The JAMS Rules and instructions about how to initiate an arbitration are available at [www.jamsadr.com](http://www.jamsadr.com) or 1-800-352-5267. Arbitration may be conducted in person, through the submission of documents, by phone, or online. Proceedings that cannot be conducted through the submission of documents, by phone, or online, will take place in the State and County of New York, provided, however, that if circumstances prevent User from

traveling to New York, JAMS may hold an in-person hearing in User's hometown area.

- j. User and Soundraw agree to submit to the exclusive jurisdiction of the State and Federal Courts situated in the State and County of New York in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The arbitrator may award damages to User individually as a court could, including declaratory or injunctive relief, but only to the extent required to satisfy User's individual claim.
- k. In accordance with the JAMS Rules, the Party initiating the arbitration (either User or Soundraw) is responsible for paying the filing fee. However, if the arbitrator issues User an award of damages and: (i) that award is greater than the amount of Soundraw's last written settlement offer; or (ii) if Soundraw did not make a settlement offer, then in addition to paying for any JAMS Case Management Fees and all professional fees for the arbitrator's services, Soundraw will reimburse User for the filing fees he/she incurred.
- l. Except as provided above with respect to jurisdiction in the State and County of New York, nothing in this arbitration provision will be construed as consent by Soundraw to the jurisdiction of any other court with regard to disputes, claims or controversies unrelated to the Services or the Agreement.

#### **14. Governing Law and Jurisdiction.**

- a. This Agreement is governed by, construed and enforced in accordance with the internal substantive laws of the State of New York (notwithstanding such state's conflict of laws provisions) applicable to contracts made, executed and wholly performed in New York.

#### **b. Informal conflict resolution.**

- i. The Parties agree to use reasonable effort to sort any dispute or conflict informally before filing a claim against Soundraw by contacting [legal@soundraw.co.jp](mailto:legal@soundraw.co.jp).
- ii. The Parties will work in good faith to resolve the dispute or conflict.
- iii. If a dispute is not resolved within three (3) months, either of the Parties may choose to bring a formal proceeding according to Sections 13 and 14.c.

#### **c. Governing jurisdiction.**

- i. Both Parties agree that any judicial proceeding brought to resolve a claim regarding the Agreement will be brought in the federal and state courts located in the State and County of New York (notwithstanding such state's conflict of laws provisions). User may not object to such jurisdiction or

venue on the grounds of lack of personal jurisdiction, forum, non-convenience or otherwise.

- ii. These provisions apply to the extent that the arbitration and waiver provisions set forth in the Agreement are not applicable.
- iii. If User resides in a country (e.g., Member State of the European Union) which has enforceable laws giving him/her the right to bring disputes to the national courts of User's country, the provisions mentioned in this paragraph will be analyzed in light of User's rights and will not infringe such laws.

15. **Miscellaneous.**

- a. User's use of the Platform is governed by Soundraw's "Terms of Service," "Privacy Policy," and Soundraw's user or platform documentations, guides, guidelines, policies, protocols, specifications and/or any other similar documentations made available to User in connection with the Platform (collectively, "**Documentations**"). Client hereby acknowledges that Soundraw's "Terms of Service," "Privacy Policy," and/or each of Documentations may be amended by Soundraw from time to time in Soundraw's sole and absolute discretion. Notwithstanding the foregoing, in the event of a conflict between the terms of this Agreement, on the one hand, and the terms of Soundraw's "Terms of Service," "Privacy Policy," and/or each of Documentations, on the other hand, the terms of this Agreement will control.
- b. Soundraw may assign this Agreement or any of Soundraw's rights hereunder or delegate any of Soundraw's obligations hereunder, in whole or in part, to any person, firm or corporation, in its sole and absolute discretion. User will not delegate any of User's obligations hereunder or assign this Agreement without Soundraw's prior consent in each instance.
- c. Headings are for convenience only and are not to be considered in construing or interpreting this Agreement. The terms "include," "includes," and "including," whether or not capitalized, mean "include, but are not limited to," "includes, but is not limited to," and "including, but not limited to," respectively and are to be construed as inclusive, not exclusive.
- d. User acknowledges and agrees that User's services hereunder are of a special, unique, intellectual and extraordinary character which gives them peculiar value, and that if User breaches any term hereof, Soundraw may be caused irreparable injury which cannot adequately be compensated by money damages. As a matter of right, without further notice to User, Soundraw will be entitled to seek injunctive relief and other equitable relief to prevent the violation of any of the provisions of this Agreement, in addition to any rights that Soundraw may have to damages or other relief. User's sole and exclusive remedy for Soundraw's breach or default under this Agreement will be an action at law against Soundraw to

recover monetary damages actually suffered, if any (but no special, consequential or punitive damages), and User hereby irrevocably waives any right to equitable or injunctive relief or to terminate or rescind any of the rights, releases or privileges granted hereunder to Soundraw or restrain Soundraw's exercise of any of the rights granted to Soundraw herein.

- e. User's representations and warranties, indemnification obligations hereunder will survive the termination of this Agreement and any grant of rights by User hereunder will not be affected, limited or terminated in any way by termination or cancellation of this Agreement for any reason.
- f. The waiver by Soundraw of any breach of any provision of this Agreement does not waive any other breach. The failure of Soundraw to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of that Soundraw's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.
- g. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect.
- h. User will at all times keep confidential (and ensure that all persons acting on each User's behalf keep confidential), and will not use in any manner that is detrimental to the Soundraw's interests, the following: any information relating to or the terms of this Agreement, and all other information relating to the business of Soundraw or any related or affiliated entity or individual thereof (collectively, the "**Confidential Information**"). User will have a continuing duty, which will survive the termination of this Agreement, to not disclose any Confidential Information to any person or entity in any manner.
- i. No action or omission by Soundraw will constitute a breach of this Agreement unless and until User first notifies Soundraw in writing in detail of such breach or alleged breach and Soundraw fails to cure that breach or alleged breach within thirty (30) days after receipt of such notice.
- j. This document sets forth the entire agreement between User and Soundraw with respect to the subject matter hereof and may not be modified except by a written agreement signed by both Parties.
- k. User, in the performance of all services hereunder, will be an independent contractor and not an employee of Soundraw and nothing herein contained will constitute a partnership, a joint venture, agency or employment relationship between User and Soundraw. No Party hereto will hold itself out contrary to the terms of this paragraph, and neither Party will become liable for any representation, act, or omission of the other contrary to the provisions hereof.
- l. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original and all of which, when taken together, will constitute one and the same instrument. Scanned and

electronic signatures provided hereto will be deemed original for all purposes hereunder.