



## License Agreement

This license agreement (the “**Agreement**”) is made and entered into as of 2025-04-29 (the “**Effective Date**”) and forms a legally binding agreement between: Southside Recordz ~ (THE CONGLOMERATE), whose ID Number is 249735185, with registered offices at 9620 Las Vegas Blvd S, Ste E4 #516, Las Vegas, NV 89123 (“**you**” or “**Licensor**”), which expression shall, where the context permits, include Licensor’s successors and authorized assignees, however denominated,

AND

**TikTok Technology Limited**, a private limited company with its registered address at 10 EARLSFORT TERRACE, DUBLIN 2, D02 T380, IRELAND (hereinafter referred to as “**we**”, “**Licensee**” or “**Company**”), which expression shall, where the context permits, include Company’s Affiliates, executors, administrators, permitted assigns and successors in business. Company and Licensor may be referred to individually as a “**Party**” and, collectively, as the “**Parties**”.

### 1. Your Relationship with Us and Your Acceptance of this Agreement

You understand that by accessing Company’s “SoundOn” digital distribution platform (the “**Service**”) and signing this Agreement, you agree to be bound by the terms set forth herein. The Service’s Terms of Service (accessible here: <https://www.soundon.global/legal/terms-of-service>, or such other URL as may be determined by Company in its discretion from time to time) (“**Terms of Service**”), Privacy Policy (accessible here: <https://www.soundon.global/legal/privacy-policy>, or such other URL as may be determined by Company in its discretion from time to time) (“**Privacy Policy**”), and Standard Terms (attached hereto as Exhibit “A” and incorporated herein by this reference) (“**Standard Terms**”), respectively, are hereby incorporated into and made a part of this Agreement. To the extent the terms of this Agreement conflict with the terms set forth in the Terms of Service and/or the Privacy Policy, the terms of this Agreement shall control. If you access the Service within a jurisdiction for which there are separate or additional terms applicable to the use of the Service and/or ByteDance Platforms in such jurisdiction (“**Supplemental Terms**”), you hereby agree to the applicable Supplemental Terms, which are hereby incorporated by reference and will also form a part of and constitute this Agreement. In the event of a conflict between the provisions of this Agreement and the provisions of any applicable Supplemental Terms in a particular jurisdiction from which you access the Service, the applicable Supplemental Terms will supersede and control. Any capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to them in the Terms of Service and/or the Privacy Policy, respectively. If you do not agree with the terms and conditions set forth in this Agreement, please do not electronically accept or sign this Agreement.

### 2. Certain Definitions

(a) As used in this Agreement, the following terms shall have the meanings set forth below:

- i. “**Affiliate**” or “**Affiliates**” means any parent corporation, subsidiary, affiliate, related corporation, licensee or sublicensee of Company.
- ii. “**ByteDance Platforms**” shall collectively mean all products, services and platforms owned, controlled or operated by Company or any Affiliate in the Territory, during the Term (and Minimum Exploitation Period, if applicable), including but not limited to, the applications, websites and platforms branded as (a) “TikTok”, “TikTok Lite” and any other iterations or versions thereof available in the Territory (or individual country thereof) at any given time respectively (collectively, the “**TikTok Platforms**”); (b) “Resso”; and (c) “CapCut”. Any of the ByteDance Platforms, as well as the Service, may be rebranded by Company or Affiliates (as applicable) from time to time in Company’s or its Affiliates’ (as applicable) sole discretion.
- iii. “**Licensed Artwork**” means each individual item of artwork, including booklets, graphics, images and textual materials (including liner notes) associated with a Licensed Recording that is uploaded by you on the Service.
- iv. “**Licensed Commercial Recordings**” means any Licensed Recordings which you expressly allow (by checking the “Commercial Music Usage” box in the Service dashboard during the “Upload Music” stage) for commercial usage (as per section 6A(l) and (m) below) on any media and platform as deemed appropriate by Company and/or its Affiliates.
- v. “**Licensed Content**” includes Licensed Recordings, Licensed Underlying Works, Licensed Marks, Licensed Artwork and Other Materials.
- vi. “**Licensed Marks**” means each individual name, logo, brand, trade name, trademark, service mark or other proprietary designation of Licensor and any Other Personnel, whether registered or



- unregistered, that is used by you to describe or designate the Licensed Content and/or is uploaded by you on the Service.
- vii. **“Licensed Recordings”** means each individual sound recording (including excerpts thereof) that is uploaded by you on the Service.
  - viii. **“Licensed Underlying Works”** means the Underlying Works (including Partially Controlled Underlying Works), but solely with respect to the percentage thereof owned, controlled and/or administered by Licensor from time to time during the Term (and Minimum Exploitation Period).
  - ix. **“Net Synch Receipts”** means an amount equal to the gross monies received by or credited to Company or its Affiliate (as applicable) from a third-party in connection with a Paid Synch License for each Licensed Commercial Recording, Live Recording, and/or Licensed Underlying Work (excluding any out-of-pocket, third-party handling, processing and/or administrative fees) less (a) all costs paid or incurred by Company or its Affiliate (as applicable) in connection with the licensing and/or exploitation of the synchronization rights concerned; and (b) the collection of such sums, sales taxes and withholding taxes.
  - x. **“Net Third Party Platform Income”** means Company’s actual receipts from its third party distribution partner(s) in connection with the sale and exploitation of the applicable Licensed Recordings via Third Party Platforms, less (a) any tax, fee or other charge to Company related to the sale or other exploitation of the applicable Licensed Recordings; (b) any returns or amounts which a Third Party Platform (defined below) has requested be returned (via a so-called “claw back” or similar accounting adjustment); and (c) any amounts withheld which Company and/or a Third Party Platform, in good faith, believes to be derived from copyright infringement and/or Fraudulent Videos/Plays (as defined in the Standard Terms).
  - xi. **“Other Materials”** means each individual item of metadata, Licensed Recording titles, Licensed Underlying Work titles, names/images/likenesses of Licensor and Other Personnel, Licensed Artwork, Licensed Marks, electronic press kits (“EPKs”) that is uploaded by you on the Service. Licensee shall have the right to: (a) create, edit or modify metadata you provide to correct errors; and (b) add additional categories of information to the associated metadata, including, for example, a “Distributed by SoundOn” tag or such other designation as determined by Licensee in its reasonable discretion (which may be publicly displayed in proximity to the copyright line), genres, biographical information and product reviews, and such corrected and/or created metadata may be used by Licensee with, with respect to or in connection with the applicable Licensed Content in any and all media during the Term (subject to the Minimum Exploitation Period).
  - xii. **“Other Personnel”** means, for each Licensed Recording, any and all items of Licensed Artwork and item of Other Materials that is uploaded during the Term, any and all recording artists (other than you if you are an individual artist acting as Licensor hereunder), producers, lyricists, composers, engineers, mixers, remixers, A&R executives, and all other persons and entities contributing to the creation, recording and production, as applicable, of the Licensed Recording, item of Licensed Artwork and/or item of Other Materials concerned.
  - xiii. **“Paid Synch License”** means, a license issued by Licensee to a third party for a fee granting the right to such third party to synchronize a Licensed Commercial Recording, Live Recording, and/or Licensed Underlying Work in paid advertisements (including, without limitation, paid hashtag challenges, paid branded effects, promoted videos, and paid advertisements displayed in any other format), and other audiovisual productions (e.g. motion pictures, television programs, video games, trailers, commercials, etc.) in any media, whether on or off the ByteDance Platforms.
  - xiv. **“Partially Controlled Underlying Works”** means those certain Licensed Underlying Works in which Licensor controls and/or administers less than one hundred percent (100%) of the rights at any time during the Term (and Minimum Exploitation Period).
  - xv. **“Third Party Platforms”** means those certain audio and/or audiovisual streaming and/or download services controlled by third parties with respect to which you have elected, using the Service’s opt-in process, to distribute the Licensed Content via the Service in accordance with this Agreement (e.g., Spotify, Apple Music, Tidal, etc.), but excluding the ByteDance Platforms.
  - xvi. **“Video”** means an audiovisual recording that may include sound recording(s) if and as selected and determined solely by a user from a selection of sound recordings made available by or on behalf of Company or an Affiliate or uploaded by such user from their device or by other users on the ByteDance Platforms.
  - xvii. **“Underlying Works”** means the musical and lyrical works (i.e., musical compositions) embodied in the Licensed Recordings.



### 3. Distribution of Licensed Content

(a) As a user of the Service, you may upload Licensed Content to the Service through your Service account for exploitation by Company and its Affiliates during the Term and throughout the Territory in accordance with the terms of this Agreement. The Licensed Content you upload is entirely within your discretion, provided that any Licensed Content you upload to the Service shall be subject to the terms of this Agreement.

(b) Nothing in this Agreement or otherwise shall obligate Company or its Affiliates to distribute, reproduce, exploit, or otherwise use or make available any of the Licensed Content, all of which shall be in Company's and its Affiliates' (as applicable) sole, unrestricted discretion. Company and its Affiliates may choose to not provide, or cease to provide, any services, with respect to any Licensed Content in its sole discretion, including, without limitation, due to poor recording quality of the Licensed Content or violation of a ByteDance Platform's and/or any Third Party Platform's terms of service, privacy policy and/or community guidelines (collectively, the "**Platform Agreements**") or similar rules governing hateful, obscene or inappropriate content on the Service, ByteDance Platform, or Third Party Platform concerned. Without limiting the foregoing, Company and its Affiliates (as applicable) shall have the unilateral right to remove any Licensed Content or Other Materials from a ByteDance Platform, as well as the right to remove any Licensed Content or Other Materials from a Third Party Platform, that it deems, in its sole discretion, to violate, in whole or in part, this Agreement or the Platform Agreements. Licensor agrees to be bound by the Terms of Service, the Privacy Policy, and the Platform Agreements as they pertain to Licensor, the exploitation of Licensed Content, and the rights granted hereunder with respect to the ByteDance Platforms and Third Party Platforms. To the extent the terms of this Agreement conflict with the terms set forth in the Platform Agreements, the terms of this Agreement shall control. Although Company or its Affiliates (as applicable) may review and remove particular Licensed Content from time-to-time in accordance with the terms of this Agreement, Company and its Affiliates take no responsibility for the Licensed Content you upload and share through the Service or on the ByteDance Platforms and/or Third Party Platforms (if applicable).

(c) During the Term (subject to the Minimum Exploitation Period (as defined in section 5 below)), you shall not enter an agreement with a third-party (including any record label, digital music distributor, aggregator, etc.) pursuant to which you grant such third-party the right to deliver the Licensed Content (or any element thereof, i.e., the Licensed Recordings, Licensed Underlying Works, Licensed Artwork and Other Materials), in whole or in part, to the ByteDance Platforms or any Third Party Platforms (solely to the extent you have elected, using the Service's opt-in process, to distribute the Licensed Content to any particular Third Party Platforms via the Service).

### 4. Territory

The territory of this Agreement is the world (the "**Territory**").

### 5. Term/Minimum Exploitation Period

(a) The Term of this Agreement shall commence as of the Effective Date and continue for a period of twelve (12) months (the "**Initial Period**"). Following the Initial Period, the Term shall automatically renew and be extended for additional, successive periods of twelve (12) months each (each, a "**Renewal Period**") (the Initial Period and Renewal Period(s), if any, are collectively referred to herein as the "**Term**").

(b) Either Party may terminate the Term by notice to the other Party that is sent not later than the date that is forty-five (45) days prior to the expiration of the Initial Period or then-current Renewal Period (each, a "**Term Termination Notice**"). If either Party sends a Term Termination Notice as and when required hereby, the Term shall end as of the expiration of the Initial Period or the then-current Renewal Period, as applicable, unless sooner terminated in accordance with the provisions set forth elsewhere in this Agreement.

(c) Subject to the last paragraph of this section 5, but otherwise notwithstanding anything in this section 5 or otherwise in this Agreement, in respect of all Licensed Content, Company and its Affiliates shall have all rights granted under this Agreement on an exclusive basis for a period of not less than twelve (12) months from the date of upload of the Licensed Content concerned, notwithstanding the expiration or termination of the Term (the "**Minimum Exploitation Period**").

(d) If a particular Licensed Recording has not, within six (6) months of the date of its initial upload to the Service, been exploited (i) by way of that Licensed Recording being incorporated in a Video; or (ii) by the Company or its Affiliates executing a Paid Synch License in respect of that Licensed Recording and/or the embodied Licensed Underlying Work, then within seven (7) business days of Company's receipt of Licensor's written notice, such



Licensed Recording, the embodied Licensed Underlying Work and associated Licensed Artwork (if applicable) shall be deemed withdrawn from the Service and no longer form part of the Licensed Content pursuant to section 6, below and shall be removed from the music libraries in the ByteDance Platforms.

## 6. Grant of Rights

### 6A. Distribution to ByteDance Platforms

Licensor hereby grants to Company and its Affiliates, on an exclusive (except as designated in section 6A(m) below), sublicensable and assignable basis, throughout the Term (subject to the Minimum Exploitation Period) and Territory, all rights necessary in the Licensed Content, including, without limitation, all reproduction, distribution, transmission, adaptation, synchronization, public display, public performance and communication to the public and making available rights (including such rights in Licensed Underlying Works to the extent that they are not exclusively controlled by a performing rights organization, collective management organization, or collecting society and Licensor can grant such rights directly in any particular country of the Territory), to do (and to authorize users of the ByteDance Platforms to do, as the case may be) the following:

- (a) make available Licensed Recordings and Live Recordings (defined in section 6A(i) below), in whole or in part, to users of the ByteDance Platforms as on-demand streams and to the general public via the ByteDance Platforms in order to promote the availability of Licensed Content thereon, and to reproduce and display Licensed Content on the ByteDance Platforms;
- (b) permit users of the ByteDance Platforms to download to devices Licensed Content and Live Recordings as conditional and/or permanent digital copies (each, a **"Download"**);
- (c) reproduce and store on servers Licensed Recordings and Live Recordings, and make available the Licensed Recordings and Live Recordings in the form of streams for purposes of enabling users of the ByteDance Platforms to listen and decide whether to use an excerpt of a Licensed Recording or a Live Recording in a Video;
- (d) synchronize, incorporate, and/or enable users to synchronize and incorporate Licensed Recordings, Live Recordings and/or excerpts thereof into a Video (e.g., from the licensed library of sound recordings on the ByteDance Platforms, from the local library of recordings on the user's device via the upload, recording, and/or microphone features of the ByteDance Platforms, or via selecting the audio portion of another user's Video on the ByteDance Platforms);
- (e) permit users of the ByteDance Platforms to receive playbacks of Videos created by users with incorporated Licensed Recordings and Live Recordings, and permit users to save Videos with incorporated Licensed Recordings and Live Recordings, to their devices (or storage clouds) and share such Videos and Live Recordings with private or public audiences via the ByteDance Platforms, email or messaging services and/or other third party platforms, in each case whether by way of an attached file or a link to the Video hosted on computer servers owned or controlled by or on behalf of Company or its Affiliates;
- (f) display and use the Licensed Content and Videos which embody Licensed Recordings or Live Recordings, in any media, whether on or off the ByteDance Platforms, in promotions, marketing, advertising and/or publicity related to the Company, its Affiliates, the ByteDance Platforms and/or the Service;
- (g) modify, adapt, edit, remix, alter, make derivative works of the Licensed Recordings or Live Recordings and exploit same on the ByteDance Platforms or otherwise;
- (h) publicly perform/communicate to the public the Licensed Recordings and Licensed Underlying Works (separately from the Licensed Recordings) in content which is live streamed (i.e., transmitted in so-called "real time") on the ByteDance Platforms;
- (i) record and store content transmitted in so-called "real time" that may include (1) performances of one or more pre-recorded Licensed Recordings and/or (2) performances of one or more Licensed Underlying Works (separate from Licensed Recordings) (each, a **"Live Recording"**) on users' devices (or storage clouds) and computer servers owned or controlled by or on behalf of Company or its Affiliates, respectively;
- (j) to communicate to the public and publicly perform Licensed Recordings and Live Recordings which are embodied in audiovisual promotions and/or advertisements on the ByteDance Platforms;
- (k) to display the lyrics of the Licensed Underlying Works on the ByteDance Platforms;
- (l) to allow business users on the ByteDance Platforms, including without limitation, brands, commercial entities, business, and advertisers (collectively, the **"Business Users"**), to synchronize the Licensed Commercial Recordings in a Video with or without the Business Users' brand, logo, trademark or other brand-identifying characteristics;
- (m) on a non-exclusive basis, to issue Paid Synch Licenses, provided, Company and its Affiliates shall not grant to a third party a Paid Synch License in respect of a Licensed Commercial Recording for use in connection



with alcohol, tobacco, firearms, or the candidacy of an individual to hold an elective political office without your prior consent (e-mail authorization shall be sufficient); and

- (n) make all reproductions, transmissions, and distributions necessary to facilitate any and all of the above-described activities.

#### **6B. Distribution of Licensed Underlying Works**

(a) Your grant of rights to Company and its Affiliates (and to users of the ByteDance Platforms, as the case may be) with respect to Licensed Recordings, Live Recordings, and Licensed Commercial Recordings made in section 6(A) above shall be deemed to include a grant of the respective rights to the corresponding Licensed Underlying Works embodied thereon. If at any point during the Term (and Minimum Exploitation Period) Licensor's ownership, controlling or administrative interest in any Licensed Underlying Work changes (i.e. an increase or decrease in the percentage thereof owned, controlled and/or administered by Licensor, including no longer owning, controlling or administering any percentage or regaining ownership, control or administration of any percentage) Licensor shall promptly notify Company via the Service's dashboard immediately, but in no event later than ten (10) days following the date of such occurrence.

(b) If, and to the extent that, you have granted/grant exclusive administration rights in the Licensed Underlying Works to a publisher and/or administrator, or have exclusively granted/grant public performance and/or communication to the public rights to the Licensed Underlying Works to a performing rights organization, collective management organization, or collecting society, you shall procure that they grant the necessary licenses at customary industry rates, so that the Company and its Affiliates, the ByteDance Platforms, and Third Party Platforms (if applicable) shall have the right to exploit the Licensed Underlying Work in each Licensed Recording, Live Recording, and Licensed Commercial Recording as contemplated by this Agreement.

(c) In order to facilitate third party lyric licensing services ("**Lyric Services**") being able to license the lyrics of the Licensed Underlying Works for use on Third Party Platforms, Licensor consents to Company providing such Lyric Services with a copy of such lyrics.

#### **6C. Distribution to Third Party Platforms of the Licensed Recordings**

(a) Company may (but is not obligated to) integrate the Service with a third party distribution partner so that users of the Service have the ability to elect to distribute their content, in whole or part (as determined by each user), to Third Party Platforms. If such integration occurs and is made available during the Term, Licensor may use the Service dashboard to select the Third Party Platforms to which Licensor desires the Licensed Content (excluding the Licensed Underlying Works) be delivered.

(b) With respect to the Licensed Recordings so selected by Licensor to be delivered to a particular Third Party Platform, Licensor grants to Company, its Affiliates and its third party distribution partners, on a sublicensable and assignable basis, in the Territory, all rights necessary in the selected Licensed Content (excluding the Licensed Underlying Works), including, without limitation, all reproduction, distribution, transmission, adaptation, synchronization, public display, public performance and communication to the public and making available rights to do the following:

- (i) on an exclusive and irrevocable basis during the Term (subject to the Minimum Exploitation Period), to grant to Third Party Platforms the sublicense, directly or via multiple tiers of sublicense, to distribute, sell, and/or transmit the applicable Licensed Recordings for digital exploitation (including, but not limited to, by digital downloads and streaming), and to collect all income derived therefrom;

- (ii) on an exclusive and irrevocable basis during the Term (subject to the Minimum Exploitation Period), to grant to Third Party Platforms and/or their users the sublicense, directly or via multiple tiers of sublicense, to synchronize the applicable Licensed Recording in timed relation with visual images, and any necessary rights of performance and reproduction required for the operation of such Third Party Platforms; and

- (iii) on a non-exclusive basis, to grant to the Third Party Platforms the sublicense, directly or via multiple tiers of sublicense, to use Licensor's name(s), photographs and likenesses, artwork images, biographical and other information in the Licensed Marks, Licensed Artwork, and Other Materials.

(c) Neither Company nor its Affiliates, or any third party distribution partner of Company, shall be liable for, or have any liability in connection with, (i) the failure to deliver Licensed Content (in whole or part) to a particular



Third Party Platform; (ii) the removal by a Third Party Platform of the Licensed Content (in whole or part) from its service, without regard to the reason for doing so; (iii) the use or misuse of the Licensed Content by a Third Party Platform; or (iv) the failure by a Third Party Platform to account to Company, its Affiliates or any third party distribution partner of Company.

## 7. License Payments

In consideration for the rights granted and the representations, warranties and covenants made by Licensor in this Agreement, Licensor will be entitled to the following:

### (a) Licensed Recordings and Licensed Underlying Works on the TikTok Platforms:

(i) On a monthly basis, in respect of each Video created by a user on the TikTok Platforms that embodies an identified excerpt of a Licensed Recording, Company will credit to your Service account a royalty (the “**TikTok Royalty**”) in an amount based on your pro-rata share of the sound recording royalty pool from which licensors of sound recordings to the TikTok Platforms are compensated in respect of Videos created by users that embody their sound recordings, such pro-rata share calculated by multiplying the applicable royalty pool amount by a fraction, the numerator of which is the total number of Videos created on the TikTok Platforms in the Territory during the month concerned that embody an identified Licensed Recording, and the denominator of which is the total number of Videos created on the TikTok Platforms in the Territory during the same period that embody an identified sound recording (including Licensed Recordings);

(ii) on a quarterly basis, in respect of each Video created by a user on the TikTok Platforms which embodies an identified excerpt of a Licensed Underlying Work, Company shall credit to your Service account one hundred percent (100%) of the royalty you earn in an amount which equals a pro-rata share of the mechanical/reproduction rights royalty pool from which licensors of musical compositions to the TikTok Platforms are compensated in respect of Videos created by users which embody their musical compositions, such pro-rata share calculated by multiplying the applicable royalty pool by a fraction, the numerator of which is the total number of Videos created in the Territory embodying an identified Licensed Underlying Work, and the denominator of which is the total number of Videos created on the TikTok Platforms in the Territory during the same period that embody an identified musical composition (including Licensed Underlying Works). Payments due to you pursuant to this Agreement in respect of Partially Controlled Underlying Works, if any, will be pro-rated based on your applicable controlled share of the respective Underlying Work; and

(iii) the respective royalty data and information described in sections 7(a)(i) and (ii), above, will be provided to you on the Service’s dashboard reporting system on a monthly and quarterly basis, respectively.

### (b) Licensed Recordings and Licensed Underlying Works on Resso:

(i) on a monthly basis, in respect of each play by a user of a Licensed Recording for more than thirty (30) consecutive seconds (each, a “**Play**”) on the free, ad-supported tier and the premium subscription tier of Resso, Company shall credit to your Service account a royalty (the “**Resso Royalty**”) computed on the same basis as the royalties paid to other licensors of sound recordings to Resso via the Service, as more fully detailed and made available to you on the Service’s reporting system;

(ii) on a quarterly basis, in respect of each Play of a Licensed Underlying Work on the free, ad-supported tier and the premium subscription tier of Resso, Company shall credit to your Service account a royalty computed on the same basis as the royalties paid to other licensors of musical compositions to Resso via the Service, as more fully detailed and made available to you on the Service’s reporting system; and

(iii) notwithstanding sections 7(b)(i) and (ii), above, no royalties shall be payable in respect of Plays of Licensed Recordings or Licensed Underlying Works which occur during a user’s free trial or other special program (e.g., VIP days) of Resso.

### (c) Business Users’ Videos on the TikTok Platforms:

(i) on a monthly basis, in respect of Videos created by Business Users that exploit an identified excerpt of a Licensed Commercial Recording and embodied Licensed Underlying Work, Company shall credit to your Service account a royalty (the “**Business Video Creation Royalty**”), the computation of which shall be commensurate with that applied to licensors of sound recordings (and the embodied compositions) to the TikTok



Platforms via the Service for use by Business Users, as more fully detailed and made available to you on the Service's reporting system; and

(iii) on a monthly basis, in respect of the accrued views on the TikTok Platforms of Videos created by a Business User that incorporate an identified excerpt of a Licensed Commercial Recording and embodied Licensed Underlying Work, Company shall credit to your Service account a royalty (the "**Business Video View Royalty**"), the computation of which shall be commensurate with that applied to licensors of sound recordings (and the embodied compositions) to the TikTok Platforms via the Service for use by Business Users, as more fully detailed and made available to you on the Service's reporting system.

**(d) Paid Synch Licenses:**

In respect of a Paid Synch License for a Licensed Commercial Recording, Live Recording, and/or Licensed Underlying Work granted by Company or an Affiliate to a third party, Company or its Affiliate (as applicable) shall credit to your Service account an amount equal to sixty-five percent (65%) of the Net Synch Receipts in connection with such Paid Synch License (subject, as applicable, to separate licensing by the publisher(s) and/or administrator(s) of any musical composition, or share of Partially Controlled Underlying Work, not controlled by you and embodied in such recording).

**(e) Licensed Recordings and Licensed Underlying Works on CapCut:**

(i) On a monthly basis, in respect of each Video created by a user on the free, ad-supported tier and the premium subscription tier of CapCut that embodies an identified excerpt of a Licensed Recording, Company will credit to your Service account a royalty (the "**CapCut Royalty**") in an amount based on your pro-rata share of the sound recording royalty pool from which licensors of sound recordings to CapCut are compensated in respect of Videos created by users on CapCut that embody their sound recordings, such pro-rata share calculated by multiplying the applicable royalty pool amount by a fraction, the numerator of which is the total number of Videos created on CapCut in the Territory during the month concerned that embody an identified Licensed Recording, and the denominator of which is the total number of Videos created on CapCut in the Territory during the same period that embody an identified sound recording licensed to Company for such use on CapCut (including Licensed Recordings); and

(ii) on a quarterly basis, in respect of each Video created by a user on the free, ad-supported tier and the premium subscription tier of CapCut that embodies an identified excerpt of a Licensed Underlying Work, Company shall credit to your Service account one hundred percent (100%) of the royalty you earn in an amount which equals a pro-rata share of the mechanical/reproduction rights royalty pool from which licensors of musical compositions to CapCut are compensated in respect of Videos created by users on CapCut that embody their musical compositions, such pro-rata share calculated by multiplying the applicable royalty pool by a fraction, the numerator of which is the total number of Videos created on CapCut in the Territory during the month concerned that embody an identified Licensed Underlying Work, and the denominator of which is the total number of Videos created on CapCut in the Territory during the same period that embody an identified musical composition licensed to Company for such use on CapCut (including Licensed Underlying Works).

**(f) Licensed Recordings and Licensed Underlying Works on Other ByteDance Platforms:**

(i) on a monthly basis, in respect of the exploitation of an identified Licensed Recording on any ByteDance Platform not specifically addressed above in this section 7, Company shall credit to your Service account a royalty (collectively, the "**ByteDance Royalties**"), the computation of which shall be commensurate with that applied to licensors of sound recordings to such ByteDance Platform via the Service for comparable use, as more fully detailed and made available to you on the Service's reporting system; and

(ii) on a quarterly basis, in respect of the exploitation of an identified Licensed Underlying Work on any ByteDance Platform not addressed heretofore in this section 7, Company shall credit to your Service account a royalty, the computation of which shall be commensurate with that applied to licensors of musical compositions to such ByteDance Platform via the Service for comparable use, as more fully detailed and made available to you on the Service's reporting system.

**(g) Third Party Platforms Distribution:**

In respect of the exploitation of Licensed Recordings on Third Party Platforms, subject to section 7(h) below, Company shall credit to your Service account, (i) with respect to the Initial Period, one hundred percent (100%) of the Net Third Party Platform Income received by Company during the applicable period, and (ii) with respect to any Renewal Period(s) of the Term (and for the duration of any Minimum Exploitation Period remaining in effect after the Initial Period), in whole or part, if any, ninety percent (90%) of the Net Third Party Platform Income received by Company during the applicable period, as more fully detailed and made available to you on the Service's reporting system (the foregoing, "**Third Party Platforms Royalties**"). If Company receives music publishing rights payments in respect of the Underlying Works in connection with the exploitation of the Licensed Recordings via Third Party Platforms pursuant to this Agreement, Company shall pass through such payments to Licensor and Licensor shall be solely responsible for remitting the appropriate sums to the respective writers, publishers and/or administrators of the Underlying Works in question.

**(h) Catalog Threshold:**

(i) If the amount of Licensed Recordings delivered to Company in the aggregate during the Term is five hundred (500) or fewer, Company shall credit to your account one hundred percent (100%) of the TikTok Royalty, Resso Royalty, Business Video Creation Royalty, Business Video View Royalty, CapCut Royalty, ByteDance Royalties, and Third Party Platforms Royalties (subject to section 7(g) and 7(h)(ii)) (collectively, "**Recording Royalties**") earned during the applicable period; or

(ii) If the amount of Licensed Recordings delivered to Company in the aggregate at any time during the Term exceeds five hundred (500) (the "**Catalog Threshold**"), Company shall, on a prospective basis after such Catalog Threshold is met (or exceeded), credit to your account an amount equal to ninety percent (90%) of the Recording Royalties earned for the remainder of the Term (subject to the Minimum Exploitation Period). If the Catalog Threshold is met or exceeded during the Initial Period, the terms of this section 7(h)(ii) shall apply to Third Party Platforms Royalties as of such date and for the remainder of the Term (without regard to the terms of section 7(g), above). If the Catalog Threshold is met or exceeded during the Renewal Period(s), if any, the terms of this section 7(h)(ii) shall not be applicable to Third Party Platforms Royalties and section 7(g) shall control.

(iii) In connection with the foregoing, during the sign-up process for the Service, Company may request that you state the number of recordings you intend to ingest as Licensed Recordings. Further, throughout the Term, Company may periodically check how many Licensed Recordings are registered to your Service account and, if applicable, adjust the percentage of Recording Royalties payable to you in accordance with sections 7(h)(i)-(ii), above.

**8. Payments and Reporting**

(a) Payments of the amounts described in section 7, above (collectively, "**License Royalties**"), will be determined and computed on a calendar monthly or quarterly basis (as designated in section 7 above) during the Term (and the Minimum Exploitation Period, if applicable). All payments due to you hereunder shall be subject to receipt by Company of all required documents (e.g., tax forms, as further detailed in section 9 below). License Royalties credited to your Service account for each calendar month (or quarterly as the case may be) shall be accessible to you at the Service's reporting system in United States Dollars. With respect to License Royalties attributable to Third Party Platforms Royalties, Company will credit to your Service account the applicable sums received from Company's third party distributor(s) on an as-received basis, which may be less frequently than monthly, depending on each Third Party Platform's individual accounting cycle. Once the License Royalties have been credited to your Service account, you will be able to withdraw monies from your account in accordance with the applicable rules set forth on the Service.

(b) Other than the amounts expressly referenced in this Agreement, no additional fees, amounts or consideration of any kind or nature, other than monies payable in respect of the public performance and/or communication to the public of Licensed Underlying Works to the extent they are controlled and/or administered by a performing rights organization, collective management organization, or collecting society, will be owed by or on behalf of Company or its Affiliates, directly or indirectly, in connection with the use of Licensed Content in connection with the Service, the ByteDance Platforms, Third Party Platforms (as applicable) or otherwise arising out of the exercise of the rights granted to Company, its Affiliates or any third parties under this Agreement.





(c) For the avoidance of doubt, neither Company nor any of its Affiliates will be obligated to pay to or on behalf of Licensor any additional amounts in connection with the storage, hosting, display, encoding, reproduction, communication, performance, making available, transmission, delivery, distribution, exhibition or other use or exploitation of Licensed Content, in whole or in part, directly or indirectly, including any incidental uses of Licensed Content for purposes of operating, marketing and/or promoting the Service or ByteDance Platforms or otherwise.

(d) Without limiting any of Company's other rights and remedies hereunder (including those set forth in the Standard Terms, Terms of Service and/or the Supplemental Terms), if during or after the Term, but not to exceed the Clawback Period, a Third Party Platform, Company's distribution partner or other third party claims, with substantiating evidence, any License Royalties previously paid to you hereunder should have been less (whether as a result of Fraudulent Videos/Plays (as defined in the Standard Terms), copyright infringement, or otherwise), Company shall have the right to (i) deduct from the available balance in your Service account the amount demanded by such claimant, which is not subject to a bona fide, good faith objection by you; or (ii) demand reimbursement by you of such undisputed amount, and you agree to reimburse Company for such amount on demand. "**Clawback Period**" as used herein shall mean a period of time equal to the longer of (i) twelve (12) months following the end of the Term (or Minimum Exploitation Period, if applicable); and (ii) the period during which Company's distribution partner can contractually demand repayment from Company with respect to the Licensed Content subject to the applicable claim.

## **9. Tax**

Licensor is responsible for all taxes (if any) associated with the Agreement. All payments to Licensor from Company in relation to the Agreement shall be inclusive of tax (if applicable). If any payments made by Company to Licensor under this Agreement are subject to withholding tax levied by any governmental authority, Company may withhold the applicable tax from the relevant payment and remit the balance to Licensor. In this event, Company shall provide to Licensor the tax receipts issued by the relevant tax authority evidencing payment of taxes so deducted or withheld upon receiving the receipt. To the extent any amounts for taxes are so withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the person or entity to whom or to which such amounts would otherwise have been paid. Licensor and its Affiliates are not entitled to any gross-up if any amounts are withheld by or on behalf of Company due to the applicable law.

## **10. Third-Party Rights Responsibilities**

(a) As between Company, its Affiliates and Licensor, Licensor is responsible for obtaining and paying for any and all rights, consents and licenses required in connection with the exploitation of Licensed Content as authorized in this Agreement (e.g., in connection with all record royalties in respect of the use and exploitation of sound recordings and audiovisual works, unions/guilds, performer's rights, rights of equitable remuneration, and neighboring rights, rights of publicity including any and all name/image/likeness rights embodied in Licensed Content made available via ByteDance Platforms, Third Party Platforms or otherwise throughout the Territory, including any and all synchronization, mechanical, distribution and making available rights in the Licensed Underlying Works, however characterized under applicable laws, etc.), with the exception of (i) public performance and/or communication to the public rights to the Licensed Underlying Works to the extent they are exclusively controlled and/or administered by a performing rights organization, collective management organization, or collecting society, and (ii) as provided in section 10(b) below.

(b) As between Company, its Affiliates and Licensor, Company (or the ByteDance Platforms or Third-Party Platforms (if applicable)) shall be responsible for obtaining and paying for all necessary rights in respect of the percentage of Partially Controlled Underlying Works not controlled and/or administered by Licensor at any particular time during the Term (and Minimum Exploitation Period). Notwithstanding the foregoing, if Company receives music publishing rights payments in connection with the exploitation of the Licensed Recordings pursuant to this Agreement, in respect of the percentage of Partially Controlled Underlying Works not controlled and/or administered by Licensor during the Term (and/or Minimum Exploitation Period), Company shall pass through such payments to Licensor and Licensor shall be solely responsible for remitting the appropriate sums to the respective writers, publishers and/or administrators of the percentage of Partially Controlled Underlying Works in question not controlled and/or administered by Licensor.

## **11. Representations and Warranties & Indemnification**

(a) By signing this Agreement, you represent, warrant and affirm as of the Effective Date and on a present and continuing basis throughout the Term, each of the following are true: (i) (A) in the case of an individual artist acting



as Licensor, you are at least eighteen (18) years old and have the full legal authority and competency to enter into and abide by this Agreement (without limiting any of our rights and remedies, if Company learns that you are not at least eighteen (18) years old, Company may terminate your Service account and the Term of this Agreement); or (B) in the case of a corporation, the person signing on behalf of the corporation is authorized to do so and the corporation has full legal authority and competency to enter into and abide by this Agreement; (ii) you own the entire right, title and interest in and to the Licensed Content (except with respect to the share of Partially Controlled Underlying Works not controlled by you and public performance/communication to the public rights of Licensed Underlying Works therein are exclusively owned, controlled and/or administered by some third party, a performing rights organization, collective management organization, or collecting societies, and you are unable to grant such rights directly), or are otherwise fully vested of the necessary copyrights and other rights required to make the grants of rights, licenses, authorizations and permissions herein, and the exercise of such rights, licenses, authorizations and permissions by or on behalf of Company and its Affiliates, will not violate or infringe the rights of any third party (including, but not limited to, any intellectual property, image, voice, name, likeness, and personal data rights), and will otherwise be free of any claims, suits, proceedings and/or assertions; (iii) you have obtained all applicable rights, consents, permissions and licenses from all third parties involved in the creation or production of the Licensed Content necessary to make the grants of rights and licenses herein, and shall furnish such documentation to Company upon request; (iv) none of the Licensed Content constitutes a "remix" embodying recorded elements not wholly owned and/or controlled by you, a mixtape or DJ set, a non-musical audio-only recording (e.g., spoken word material or a podcast), or contains any uncleared or unauthorized "samples" of copyrighted sound recordings and/or musical compositions; (v) there is no existing agreement, and neither you nor any Other Personnel shall enter into or authorize any agreement or perform any act that may materially interfere or conflict with the rights granted to Company herein; (vi) as between you and Company, in accordance with sections 10 and 7(g) above, you shall be solely responsible for any payments that may be due hereunder to third parties; (vii) there are no actual or threatened claims, litigation, administrative proceedings, or other actions regarding the Licensed Content adverse to Company's full exploitation of all rights and licenses granted hereunder; (viii) any and all registration information that you submit to the Service for use in connection with this Agreement is true, accurate, and complete, and you agree to promptly update such information as necessary throughout the Term; (ix) you shall execute and shall ensure that all Other Personnel execute such further documentation as may be required by Company in connection with the rights granted to Company and its Affiliates under this Agreement. Upon request, you will assist the Company and/or its Affiliates (as applicable), in obtaining any other documents as may be necessary in connection with the rights granted to Company and its Affiliates under this Agreement.

(b) Licensor agrees to defend, indemnify and hold harmless Company, its Affiliates, subsidiaries, related corporations, successors, licensees, agents, contractors, sublicensees, resellers, attorneys and assignees, and the officers, directors, shareholders, contractors, members and employees of the foregoing (collectively, "**Company Parties**"), from and against any and all liabilities, damages, awards, settlements, losses, claims, suits, proceedings, assertions and expenses, including without limitation, court costs, reasonable third party legal fees and third party costs of investigation due to any claim, suit, proceeding or assertion by a third party: (i) based on facts that, if true, would constitute a breach by Licensor of this Agreement, including any warranty, representation, agreement or covenant made in this Agreement by Licensor; and (ii) arising from or related to the rights, permissions and authorizations granted to Company and/or its Affiliates in this Agreement or the exercise thereof, of whatever nature and in whichever jurisdiction, which are or which may be sustained, instituted, made or alleged against, or suffered or incurred by Company Parties.

## 12. Termination Rights

(a) Without limiting any other remedy available at law or in equity, either Party may terminate the Term in the event of any material breach of this Agreement by the other Party that is not remedied within thirty (30) days after notice to the breaching Party thereof. Without limiting the generality of the preceding sentence, neither Party shall be entitled to recover damages or to terminate the Term by reason of any breach by the other Party of its obligations hereunder unless the breaching Party fails to remedy such breach within thirty (30) days following receipt of notice thereof. The foregoing cure period(s) will not apply to breaches incapable of being cured or to an application for injunctive relief. In addition, Company may terminate the Term upon notice to Licensor in the event that Company ceases to operate the Service during the Term.

(b) Company shall have the right, at any time, to terminate this Agreement, remove any of the Licensed Content from the Service, the ByteDance Platforms and/or Third Party Platforms, cease providing services to Licensor, and/or cease the exploitation and distribution of any Licensed Content, which Company may elect to do as a result of the determination that (i) Licensed Content infringes or may infringe upon any third party rights, (ii)



Licensor has violated this Agreement, the Terms of Service or Privacy Policy of the Service, any of the ByteDance Platforms Agreements or the terms of service of any Third Party Platform, (iii) Licensed Content on the Service, ByteDance Platforms and/or Third Party Platform may be hateful, offensive, obscene or inappropriate, (iv) Licensor's actions or Licensed Content may harm Company and/or its Affiliates or bring Company and/or its Affiliates into disrepute by association, or (v) for any other reason, or no reason, that Company may determine in its sole discretion.

(c) Licensor acknowledges and agrees that, notwithstanding the expiration or termination of the Term (and the Minimum Exploitation Period, if any) any content previously created with and/or generated from Licensed Content including, without limitation, any Video which embodies Licensed Content, may remain accessible to users of the ByteDance Platforms, and that Company and its Affiliates shall have no liability for a user's or a third party's retention, use or distribution of any such user created/generated content.

### 13. Notice

All notices under this Agreement must be in writing and delivered to the address specified below in order to be effective.

To Company: US.contact@soundon.global

To Licensor: To the Licensor's Service account and email address.

### 14. Confidentiality

This Agreement, the terms of this Agreement and any information disclosed by one Party to another in connection with this Agreement shall be treated as confidential by the receiving party, and shall not be disclosed to any third party without the consent of the other Party; provided that, such confidential information may be shared, on an as-needed basis, with the Party's financial and legal advisors, the Party's third party contractors (if such contractor is bound by confidentiality obligations), the Party's investors, prospective investors and/or prospective buyers (if bound by confidentiality obligations that are no less restrictive than the terms set forth in this section), by Company with its Affiliates, and as required in connection with a legal proceeding (subject to notifying the other Party within a sufficient amount of time to afford the other Party a reasonable opportunity to obtain a protective order) and in the ordinary course of a Party's fulfillment of its written and/or legal obligations to third parties. Nothing in this Agreement shall prohibit or limit either Party's use or disclosure of information (i) previously known to it by lawful means without obligation of confidence, (ii) independently developed by or for it without use of or access to the other Party's confidential information, (iii) acquired by it from a third party which, to the reasonable knowledge of the receiving Party, is not under an obligation of confidence with respect to such information, or (iv) which is or becomes publicly available through no breach of this Agreement.

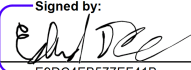
### 15. Miscellaneous

(a) This Agreement (inclusive of the Standard Terms and Terms of Service) constitutes the entire agreement between the Parties and supersedes all other prior and contemporaneous agreements or communications with respect to the subject matter hereof. By entering into this Agreement, Company and Licensor have and will have the status of independent contractors. Accordingly, there is no joint venture, partnership, agency or fiduciary relationship existing between the Parties, and the Parties do not intend to create any such relationship by this Agreement. This Agreement will be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. No Party hereto will, without the prior written consent of the other Party, issue any press release or make any other public announcement or statement relating to any specific terms and conditions of this Agreement. Company may assign this Agreement in whole or in part to any subsidiary, affiliated or controlling corporation, to any person or entity owning or acquiring a substantial portion of the stock or assets of Company, or to any partnership or other venture in which Company participates, and such rights may be similarly assigned by any assignee. Company may also assign Company's rights to any of Company's licensees and sub-licensees if advisable in Company's sole discretion to implement the license or sub-license granted. Licensor will not have the right to assign this Agreement or any of Licensor's rights hereunder without Company's prior written consent. Any purported assignment by Licensor in violation of this paragraph will be null and void *ab initio*. Any sale, assignment, transfer, mortgage or other disposition of rights in or to your interest in the Licensed Content during the Term (and Minimum Exploitation Period) shall be subject to Company's rights herein and the terms and conditions of this Agreement, and you shall be responsible for notifying any third party acquiring such rights of the existence of this Agreement and Company's rights hereunder.




(b) The Parties acknowledge and consent to the electronic signature of this Agreement through the "DocuSign" platform (<https://www.docusign.com/>), and recognize its binding nature and legal validity. The Parties hereby waive any rights to request the exchange, send or delivery of the original wet signed copies of the Agreement as a necessary condition for its validity and enforceability, as well as the right to question or challenge the validity of the method adopted for the execution of this Agreement, as provided in this section, to the maximum extent permitted by applicable law.

**Southside Recordz ~ (THE CONGLOMERATE)**

Sign Here: Signed by:  
By:   
Name: 59DC45B577EF41B... Edward Rawlinson  
Title: Label Manager/Owner  
Date: 2025-04-29

**TikTok Technology Limited**

By:   
Name: A17ED84369DA40B... Tian Zhao Elaine Fox  
Title: Director  
Date: Apr 29, 2025 | 1:11:26 AM PDT

**EXHIBIT "A"****Standard Terms**

*Attached pursuant to Section 1 of the Agreement*

**1. Applicable Law**

This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of law provisions thereof. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding and confidential arbitration before a single arbitrator in accordance with the JAMS Comprehensive Arbitration Rules & Procedures (the "**Rules**"), as modified hereinbelow. The Parties agree that there shall be no discovery (except for disclosures under Rule 17(a) and (c) of the Rules) and the Expedited Procedures shall otherwise apply. The arbitration shall take place in Los Angeles County, California, or another location mutually agreeable to the parties. The arbitrator may award to the prevailing Party reasonable attorneys' fees and costs. The prevailing Party will be that Party who may be fairly said by the arbitrator to have prevailed on the major disputed issues. Judgment on the award rendered by the arbitrator, which shall include a reasoned opinion, may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, Company may institute an action in any court of competent jurisdiction for injunctive or other equitable relief, and Licensor and Company each consent to personal and exclusive jurisdiction and venue in the state or federal courts located within Los Angeles County, California. In no event shall Licensor be entitled to, and hereby waives any right to, terminate or rescind this Agreement or obtain any equitable remedy, including, without limitation, an injunction against the exploitation, advertising and/or promotion of the Service and ByteDance Platforms (or any version or element thereof).

**2. Limitation of Liability**

WITHOUT LIMITING THE INDEMNITY OBLIGATIONS OF THE PARTIES PURSUANT TO SECTION 11 OF THE AGREEMENT, NEITHER PARTY HERETO WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY AND ITS AFFILIATES MAKE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, TO LICENSOR AS TO THE QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE OR ANY OF THE BYTEDANCE PLATFORMS, THIRD PARTY PLATFORMS OR ANY ELEMENTS THEREOF. THE AGGREGATE LIABILITY OF COMPANY AND ITS AFFILIATES FOR ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF MONEY PAID BY COMPANY TO LICENSOR DURING THE TERM PRIOR TO THE DATE OF THE BREACH OR ALLEGED BREACH BY COMPANY OR AN AFFILIATE OF THIS AGREEMENT GIVING RISE TO SUCH LIABILITY.

**3. Fraudulent Videos/Plays**

(a) At all times during and after the Term (and the Minimum Exploitation Period, if any), Company and its Affiliates reserve the right to exclude from the determination and calculation of License Royalties in respect of creations on the TikTok Platforms of Videos embodying the Licensed Recordings and/or Plays of the Licensed Recordings on Resso or a Third Party Platform, that Company or its Affiliates (or Company's third party distributor with respect to activity on a Third Party Platform) reasonably believe to have been created as the result of fraud or abuse ("**Fraudulent Videos/Plays**").

(b) Without limiting any of Company's or its Affiliates' other rights and remedies, if Company or an Affiliate reasonably believes that Fraudulent Videos/Plays have occurred, Company and its Affiliates will have each of the following options (which may be exercised alone, or in any combination, in their sole, unrestricted discretion): (i) to require Licensor to immediately and unconditionally reimburse them for any and all License Royalties previously paid to or on behalf of Licensor, that are attributable to Fraudulent Videos/Plays, as determined by Company or its Affiliate (or third party distributor, as applicable), promptly following Company's or its Affiliate's request therefor (but in no event later than five (5) days thereafter in each instance), (ii) to offset any and all License Royalties previously paid to or on behalf of Licensor, that are attributable to Fraudulent Videos/Plays, as



determined by Company or its Affiliate (or third party distributor, as applicable), from any and all future License Royalties due for the remainder of the Term (and the Minimum Exploitation Period, if any), and/or (iii) to amend and restate (without giving effect to Fraudulent Videos/Plays) any and all calendar monthly reporting statements previously delivered to Licensor with retroactive effect, in order to reverse Fraudulent Videos/Plays and recalculate the License Royalties due for such monthly periods of the Term (and the Minimum Exploitation Period, if any) (without giving effect to Fraudulent Videos/Plays).

(c) Without limiting any of Company's or its Affiliates' other rights and remedies, if Company or an Affiliate reasonably believes that Licensor is directly or indirectly responsible for Fraudulent Videos/Plays (whether by means of engaging in such activities directly, or by indirectly lending any form of support, assistance, funding, resources, cooperation or other form or method of participation or encouragement to a third party), then, without limiting the generality of anything in the preceding paragraph, Company and its Affiliates will have each of the following additional options (which they may exercise alone, or in any combination, in their sole, unrestricted discretion): (i) to deem Licensor to be in material breach of its material obligations under this Agreement, which are incapable of being cured, (ii) to terminate the Term, with immediate prospective effect, (iii) to terminate your Service account and/or the user account of the persons or entities on the ByteDance Platforms that Company or its Affiliates reasonably believe are responsible for Fraudulent Videos/Plays, (iv) to disable your further access to the Service, and/or (v) to immediately take-down from the Service, the ByteDance Platforms and/or Third Party Platforms, the Licensed Content associated with the Fraudulent Videos/Plays.

#### **4. Force Majeure**

Neither Party will be responsible for, or be in breach of this Agreement, to the extent that its performance is delayed as a result of any act of God, war, terrorism, fire, earthquake, pandemic, epidemic or other natural disaster, civil commotion, act of government or any other cause wholly beyond its control, and not due to its own negligence or that of its contractors or representatives, and which cannot be overcome by the exercise of due diligence, including, without limitation, any regulations/restrictions/orders/sanctions issued by governments and/or other authorized entities which result in Company being unable to provide the Service in any part of the Territory during the period of continuance/enforcement of any such regulations/restrictions/orders/sanctions ("**Force Majeure Event**"). Licensor agrees that Company shall have the right to suspend the Term and the operation of this Agreement and Company's obligations hereunder in the event of a Force Majeure Event. Such right may be exercised by Company by way of a written notice to Licensor, and such suspension will last for the duration of the applicable Force Majeure Event.

#### **5. Miscellaneous**

(a) No person or entity who is not a party to this Agreement shall have any right to enforce any term of this Agreement, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, this shall not affect the rights of any permitted assignee or transferee of this Agreement. This Agreement may not be modified except by a written agreement signed by both Parties.

(b) No waiver by a Party hereto of any provision of this Agreement or default hereunder will affect such Party's right thereafter to enforce such provision or to exercise a right or remedy set forth in this Agreement in the event of any other default, whether or not similar. If any provision of this Agreement is held to be unenforceable, in whole or in part, the unenforceability of that provision will not affect the validity of the other provisions of this Agreement.

(c) The terms contained in this Agreement which by their nature and context survive or are expressly intended to survive the expiration or termination of the Term of this Agreement will so survive and continue in full force and effect until they are satisfied or by their nature expire including, without limitation, Licensor's warranties and representations and confidentiality and indemnification obligations hereunder.