

TERMS OF USE – 80/20 SUBSCRIPTION

Distribution Fees & Royalties (Distribution Services Only)

Terms of Use last updated October 29, 2020

Company offers two (2) types of subscriptions: **“80/20”** and **“EXCLUSIVE”**.

80/20 Subscription

Regarding Users who subscribe to Company’s 80/20 subscription service (“80/20 Users”), in consideration for the services in connection with the distribution of User Content, Company shall be entitled to retain twenty percent (20%) of all gross royalties, payments or other earnings received by or on your behalf by Company in connection with the digital exposure of the User Content (“Distribution Fee”). For the purpose of this agreement, “digital exposure” for 80/20 Users shall initially mean the exploitation of the User content solely on the following any digital service providers, such as Apple, Spotify, SoundCloud and YouTube (specific digital service providers are subject to change in Company’s sole discretion). For the purpose of clarity, if Company exploited User content of 80/20 Users on additional digital service providers other than Apple, Spotify, SoundCloud and YouTube prior to July 9, 2020, such User content will remain on those digital service providers.

For the avoidance of any doubt, there shall be no Distribution Fee applicable unless User elects to distribute music and/or comedy content utilizing the distribution component of the Website. 80/20 Users may submit a maximum of one (1) musical and/or comedic release per calendar month (i.e. a one-time public release of an unlimited amount of Masters) (“80/20 User Maximum”).

If Company exploits the User Content in any way that generates revenue, 80/20 Users shall be entitled to retain one-hundred percent (100%) of all royalties, payments and other earnings actually received by or on your behalf by Company in connection with the User Content, less only the Distribution Fee, any tax, master use or synchronization license fees (“Sync Fees”), other fees or other third-party charge related solely to the exploitation of the User Content (collectively “Royalties”).

As of July 9, 2020, unless otherwise determined by Company in its sole discretion, 80/20 Users shall not have the right to submit their “Masters” to Third Party Opportunities (i.e. “exclusive” Company opportunities) provided that Company shall apply the Distribution Fee with respect to Submitted Content (as defined below) to any 80/20 User who submitted music to Third Party Opportunities prior to July 9, 2020.

EXCLUSIVE Subscription

To become an EXCLUSIVE User, Users must pay the subscription fee (“Subscription Fee”) equivalent to US \$89.99 per year to Company (paid in full at the time of payment) using Apple In-App Payments for iOS App users, Stripe for Android users, or Stripe for Company Website users. Company shall not provide a refund once the Subscription Fee is paid. If a User pays the Subscription Fee, such User shall have access to EXCLUSIVE User functionality on all of User’s applicable devices (i.e. there will not be an incremental fee for each device used by User).

If a User pays the Subscription Fee, the EXCLUSIVE User subscription shall continue for a period of one (1) year from the date of payment (“EXCLUSIVE Term”). The EXCLUSIVE Term shall automatically renew on an annual basis unless an EXCLUSIVE User notifies Company prior to expiration of such annual “EXCLUSIVE” Term that they wish to “cancel” their “EXCLUSIVE subscription,” either by using Apple Subscriptions for iOS Users or using the in-app cancellation function for Stripe Users. If an “EXCLUSIVE User” elects to “cancel” their “EXCLUSIVE subscription,” such User will remain an “EXCLUSIVE User” until the annual EXCLUSIVE Term expires, after which time the User will become a 80/20 User. If an “EXCLUSIVE User” wishes to terminate their relationship with Company entirely, such User shall comply with the Termination Notice provision set forth below.

If Company cannot charge your payment method for any reason (such as expiration or insufficient funds), and you have not cancelled the EXCLUSIVE subscription, you remain responsible for any uncollected amounts, and we will attempt to charge the payment method as you may update your payment method information. This may result in a change to the start of your next EXCLUSIVE Term and may change the date on which you are billed for each period. We reserve the right to cancel your EXCLUSIVE subscription if we are unable to successfully charge your payment method to renew your subscription. Company may offer a free trial for an “EXCLUSIVE subscriptions” prior to charging your payment method. If you decide to unsubscribe from an “EXCLUSIVE subscription” before we start charging your payment method, cancel the subscription at least 24 hours before the free trial ends.

For the purpose of clarity, an “EXCLUSIVE User subscription” applies on a “per artist” basis, meaning that if an “EXCLUSIVE User” subscribes to Company’s platform on behalf of more than one artist, each artist must pay the Subscription Fee to be considered an XCLUSIVE User.

Company shall distribute EXCLUSIVE User Content in all digital service providers that Company utilizes for music/comedic distribution as of July 9, 2020, and such list of digital service providers is subject to change in Company’s sole discretion.

EXCLUSIVE Users may submit an unlimited amount of music releases to Company for distribution, as compared to the 80/20 User Maximum.

Company shall distribute EXCLUSIVE User Content on applicable digital service providers within ten (10) days from the date on which EXCLUSIVE User submits such User Content to Company.

If an EXCLUSIVE User becomes a 80/20 User as set forth herein, the Distribution Fee shall convert to a 80/20 User Distribution Fee for all music distributed by Company at such time and all other rights applicable to 80/20Users shall apply.