

TAPEDECK MUSIC LICENSE TERMS AND CONDITIONS

Version Date: July 30, 2026

IMPORTANT – READ CAREFULLY: By selecting or clicking on the “Accept” or “Agree” button associated with this agreement, or by opening an account or submitting music or other content on or to Tapedeck (as defined below), you and the company, organization, musical group, label or other entity (“**Licensor Entity**”), if any, that you represent or on whose behalf you and/or other fellow employees, contractors or agents are opening an account or submitting content on or to Tapedeck (collectively, you and any such Licensor Entity herein referred to as “**Licensor**”) agree to be bound by and become a party to these Tapedeck Music License Terms and Conditions (“**Agreement**”). This Agreement is entered into by and between Licensor and **Zedge, Inc.**, a Delaware corporation with offices at 1178 Broadway 3rd Floor #1450 New York, NY 10001 (“**Zedge**”), as of the date of such selection or click or, if earlier, the date you first open an account on or submit music or other content on or to Tapedeck (“**Effective Date**”).

You represent, warrant and agree that you and any other Licensor are authorized and have all required rights (a) to enter into this Agreement on behalf of yourself and any Licensor Entity and to bind yourself and any such Licensor Entity to the terms and conditions herein; and (b) to submit the music and other content you provide on or to Tapedeck for use in accordance with this Agreement. If you or Licensor Entity do not agree to the terms and conditions of this Agreement or you are not authorized to bind the Licensor Entity to this Agreement, then do not click or select “Accept” or “Agree” and do not open an account on, nor use, nor submit music or other content on or to Tapedeck. All use of Tapedeck and submission of music and other content thereto is subject to the terms and conditions of this Agreement and conditioned upon Licensor becoming a party hereto. This Agreement is subject to modification from time to time as described below and you can review the most current version of the Agreement online at Zedge’s website and/or other online properties. Accordingly, in consideration of the covenants and conditions herein, Zedge and Licensor hereby agree as follows:

1. LICENSOR CONTENT SUBMISSION AND ZEDGE ACCOUNT.

(a) Licensor Account and Content for Tapedeck. Zedge provides access to music tracks, albums and related content globally through Zedge’s mobile applications and services (which may fall under the “Tapedeck” name or other names) along with Zedge’s related desktop, web and mobile web offerings and related social media channels (collectively, together with any improvements, new versions and successors of any of the foregoing, along with any interface, portal and/or dashboard for managing associated accounts, but excluded DSPs as defined below, “**Tapedeck**”). In connection with this Agreement, Licensor will submit, upload or provide to Zedge certain music content and associated metadata, and potentially, if Licensor chooses in its sole discretion, lyrics, artwork, videos, additional audio, data, text, photographs, graphics and/or other content (collectively, “**Licensor Content**”) solely for exploitation on or through Tapedeck and/or DSPs selected or chosen by Licensor. When Licensor signs up or registers with Zedge with respect to Tapedeck (“**Licensor Account**”) Licensor represents and warrants that all information provided to Zedge via its Licensor Account will be true, accurate, current and complete. Licensor agrees to promptly update all such information when it changes. Licensor shall maintain the confidentiality of Licensor’s account information and password. Licensor agrees not to (a) use the account, username, or password of another individual or entity when using Tapedeck, or (b) disclose Licensor’s Account ID or password to, or share the Licensor Account with, any third party. Licensor agrees to notify Zedge promptly if Licensor suspects any unauthorized use of Licensor’s Account. Licensor is responsible for (and Zedge is entitled to rely upon) any use of and activity through the Licensor Account, except to the extent arising from Zedge’s breach of this Agreement or Zedge’s failure to adequately secure its systems or information technology infrastructure. Licensor shall not sign up for or create multiple accounts, and each Licensor may only have one account on Tapedeck, except to the extent Zedge authorizes additional accounts in writing.

(b) Content Submission. In connection with Tapedeck, Licensor may submit, upload or provide Licensor Content to Zedge (including, for example, online through Licensor’s Account and/or via a Zedge provided CMS or other upload mechanism). If Licensor submits, uploads or otherwise provides, and Zedge accepts (without any obligation on either party to do so), any music, data, audio, graphics or other content via the Licensor Account or otherwise on or to Tapedeck in connection with this Agreement, such music, data, audio, graphics and other

content shall be deemed included within the Licensor Content hereunder. Licensor will provide the Licensor Content to Zedge in the form and format (and otherwise in accordance with the parameters and specifications) specified in Tapedeck, whether on a Tapedeck site, app, portal or otherwise. Licensor Content submitted or uploaded to Tapedeck may be distributed or made accessible to and through Tapedeck and/or (if selected, chosen or requested by Licensor) applicable third party services that provide access to download or stream digital music, which may include for example and without limitation services such as Spotify, Apple Music, Tidal, Deezer, and Beatport, among others (collectively, such third party services being “**Digital Services Providers**” or “**DSPs**”). Although Licensor Content may be submitted or uploaded to or through Tapedeck for distribution or access via DSPs, such DSPs are not, themselves part of or included within Tapedeck and the use of the term “Tapedeck” hereunder shall exclude DSPs (and the term “DSPs” as used in this Agreement shall exclude any music download or streaming applications or services of Zedge or its affiliates).

(c) Prohibited, Inappropriate and Illegal Content; Compliance with DSP Terms. Licensor must have all necessary rights in, and permissions and authorizations for, the Licensor Content required for provision, access and use of such Licensor Content in accordance with this Agreement. Similarly, before providing any music containing third party elements or content, Licensor must first obtain all required rights, licenses and permissions from such third party. Licensor agrees not to submit or provide any Licensor Content on, through or to Licensor’s Account or Tapedeck that is contrary to applicable laws and regulations, that contains any worms, viruses or other malware, or that infringes, misappropriates or violates any intellectual property or other proprietary right, moral right, publicity right or privacy right of any party. Furthermore, Licensor shall not repeatedly unpublish and re-upload the same Licensor Content, inappropriately upload multiple copies of the same Licensor Content, use bots or automated processes to access, trigger or view ads or other revenue-generating acts with respect to any Licensor Content on Tapedeck or otherwise take any efforts to game Zedge’s content feeds or otherwise gain a similar improper advantage. Any Licensor Content distributed or made accessible through a DSP shall be subject to the applicable terms and conditions of such DSP and Licensor shall comply with such terms and conditions as applicable. Any other services provided by third parties to or for Licensor or an End User are subject to the terms and conditions of such services.

2. LICENSES.

(a) License Grant. Licensor hereby grants to Zedge a worldwide, nonexclusive right and license to reproduce, perform, transmit, publish, distribute, display, use and otherwise exploit the Licensor Content solely on or through Tapedeck and/or DSPs selected, chosen or requested by Licensor, including without limitation the right to provide others with access to the Licensor Content on or through Tapedeck via streaming or the download of copies of the Licensor Content. DSPs and their intermediaries shall also have a license to take such other actions with or with respect to the Licensor Content as are required or authorized by the applicable rules, policies, terms and conditions of the applicable DSPs and their intermediaries, including where applicable rights to modify and make derivative works of the Licensor Content. Zedge shall have no rights to modify or make derivative works of the Licensor Content, except for (i) such resizing, reformatting and similar changes as are inherent in or necessary for the provision of access to the Licensor Content on or through Tapedeck or the DSPs or the promotion thereof, (ii) rights required or obtained by an applicable DSP in accordance with their applicable rules, policies, terms or conditions, and/or (iii) as otherwise expressly authorized in writing by Licensor.

(b) Certain Licensed and Sublicensed Rights and Uses. The foregoing license shall not be sublicenseable except that (a) Zedge may sublicense the foregoing license to applicable DSPs (as selected, chosen or requested by Licensor) and intermediaries thereto and such rights include, without limitation the special DSP rights set out in Exhibit A hereto, and (b) the license shall automatically extend to any user of Tapedeck and/or an applicable DSP (each an “**End User**”) who accesses, listens to, views, receives or downloads Licensor Content from or in Tapedeck, but solely for the purpose of personal, non-commercial use (and without any rights of redistribution, transmission, publication or modification). Furthermore, Zedge may have its rights to the Licensor Content granted above exercised by (and if applicable sublicensed to) Zedge’s affiliates, service providers, vendors, collaborators and distributors in connection with the operation or exploitation of Tapedeck and/or applicable DSPs, provided that Zedge shall be primarily liable for any breach of the terms of this Agreement by any such affiliate or third party.

(c) Trademarks, Name and Likeness. Licensor hereby grants to Company the worldwide, non-exclusive, royalty-free, right to use, distribute, reproduce, copy, and display the trademarks, service marks, slogans, logos, name, likeness, biographical materials or similar proprietary rights of Licensor or any artist whose Licensor Content is provided hereunder (collectively, the “**Trademarks**”) solely in connection with Zedge’s exercise of its rights to the Licensor Content licensed hereunder, including without limitation for the marketing, promotion or advertising of TapeDeck and/or the Licensor Content thereon (and/or as required by the applicable DSPs). Zedge may extend the foregoing rights granted above to its affiliates, service providers, distributors, vendors and collaborators as well as to applicable DSPs.

(d) Retained Rights. Licensor retains ownership of the Licensor Content and all of Licensor’s right, title and interest therein, subject only to the licenses expressly granted hereunder. Zedge retains ownership of TapeDeck and all of its right, title and interest therein. Neither Party grants any rights or licenses hereunder in or to any of its intellectual property or technology, by implication, estoppel or otherwise, except as expressly provided for in this Agreement.

(g) Streaming Clearances. Zedge shall be responsible for obtaining and paying for any third party clearances and associated royalties required for streaming of the Licensor Content by Zedge on or through TapeDeck hereunder, such as through a Performing Rights Organization (PRO) or the Mechanical Licensing Collective (MLC) (collectively, “**Streaming Clearances**”). Licensor shall remain responsible for any such streaming royalties or clearances required with respect to any DSPs to the extent not separately covered by such DSPs (and in any event subject to the policies, terms and conditions of such DSPs). Licensor shall also remain responsible for, and Streaming Clearances shall exclude, any third party clearances and associated royalties for the downloading of Licensor Content (or other exploitation of the Licensor Content besides streaming) on or through TapeDeck or applicable DSPs in accordance with this Agreement.

(h) AI Restrictions. Zedge agrees that it will not use any Licensor Content to train or otherwise develop any generative artificial intelligence music content technology, unless otherwise agreed in writing in advance by Licensor (“**Prohibited AI Use**”). This restriction does not limit or restrict Zedge’s ability to use algorithms, artificial intelligence and/or machine learning technologies to determine which content, including Licensor Content, to surface, recommend, display or provide to End Users, including in the recommendation, surfacing, provision or display of Licensor Content or other content. The foregoing restrictions regarding Prohibited AI Use do not apply to DSPs and any use by DSPs of the Licensor Content by DSPs for artificial intelligence purposes or related purposes shall be governed by the policies, practices, terms and conditions of such DSPs.

3. EXPLOITATION OF LICENSOR CONTENT BY ZEDGE.

(a) Content Exploitation. Zedge plans to make Licensor Content provided to it by Licensor available to End Users on or through TapeDeck and/or DSPs selected, chosen or requested by Licensor using a variety of access means and mechanisms. As and if designated by Licensor through its Licensor Account, Zedge’s exploitation of the Licensor Content hereunder shall be subject to certain parameters and/or limitations to the extent offered and supported by Zedge, subject to Section 3(b) below. Zedge shall be free to set pricing for access to or exploitation of the Licensor Content on or through TapeDeck in its sole discretion, including without limitation by offering certain such access or exploitation for free or at various discounts, provided that Zedge shall still be obligated to pay Licensor the full amount of the royalties set forth in Section 4 below, regardless of Zedge’s pricing or charges. Pricing for the distribution of or access to Licensor Content on or through DSPs shall be subject to the applicable DSP’s policies, terms and conditions.

(b) Certain Limitations. Zedge may (in its discretion), but shall have no obligation to, promote or market the Licensor Content. Any exploitation of Licensor Content by Zedge shall be in accordance with this Agreement, but Zedge shall have no obligation to publish, make available, market or promote any particular Licensor Content at any given time, and Zedge shall be free, in its sole discretion, to cease publishing and making available any Licensor Content and to delete, remove or destroy any or all Licensor Content at any time for any reason or no reason. Likewise, Licensor can request removal from TapeDeck any particular Licensor Content at any time, in accordance with and subject to the provisions in Section 8 below. In any event, Zedge has no obligation hereunder,

and provides no warranty or guarantee, with respect to the installation, download, use, purchase, listening or viewing of any Licensor Content by End Users on or from Tapedeck, or the lack thereof. The promotion, marketing, exploitation, publicity, deletion, removal and other actions with respect to Licensor Content on or through DSPs shall be subject to the applicable policies, practices, terms and conditions of the applicable DSP.

(c) Publicity. Without limiting the rights granted in Section 2(c) above, Zedge may include screenshots or graphics of Licensor Content as well as Licensor's name and logo in marketing, sales and corporate presentations and materials (including without limitation within Tapedeck) as well as white papers and case studies in reference to the license arrangements hereunder. If Zedge so desires (in its reasonable discretion) it may issue a press release announcing the license arrangement between the parties hereunder. Licensor shall reasonably cooperate with such press release and, if Licensor so agrees upon Zedge's request, the parties shall issue a joint and mutually agreed press release.

4. ROYALTIES FOR LICENSOR CONTENT.

(a) Tapedeck Royalties. Zedge shall pay royalties for exploiting the Licensor Content on or through Tapedeck on the basis of eighty percent (80%) of Tapedeck Net Revenues to Licensor ("**Tapedeck Royalties**") and twenty percent (20%) of Tapedeck Net Revenues to Zedge. "**Tapedeck Net Revenues**" means the amount calculated by applying the applicable List Price to each stream or download of, or other applicable provision of access to, Licensor Content by or to End Users on or through Tapedeck. The "**List Price**" shall be the greater of (a) the minimum price for applicable Licensor Content access designated by Licensor through its Licensor Account (including via metadata submitted with the Licensor Content), if any, and (b) the price actually charged by Zedge for such Licensor Content access. No Tapedeck Royalties or DSP Licensor Share shall be due or payable by Zedge with respect to any Licensor Content which violates any of the restrictions in Section 1(c) above or the provisions of Section 5(a) below. Notwithstanding the foregoing, if Licensor Content is streamed or made accessible on or through Tapedeck to End Users for 30 seconds or less without charge (such as for free samples or trials) then no Tapedeck Net Revenues shall arise out of, and no Tapedeck Royalties shall be due with respect to, such free streams or access.

(b) DSP Revenue Share. Zedge shall share DSP Net Revenues (as defined below) from distribution of or access to the Licensor Content on or through DSPs on the basis of ninety-five percent (95%) of DSP Net Revenues to Licensor ("**DSP Licensor Share**") and five percent (5%) to Zedge. Zedge can change the percentage split of DSP Net Revenues and the DSP Licensor Share upon sixty (60) days prior written notice to Licensor. If Licensor does not agree to such change Licensor may remove Licensor Content or terminate this Agreement in accordance with Section 8 below (but otherwise, the changed percentage split and Licensor Share shall take effect at the end of such notice period). "**DSP Net Revenues**" means revenues actually received by Zedge (after any deductions or withholdings made by the payor of such revenues) specifically for the distribution of or access to the Licensor Content on or through DSPs.

(c) Payment Terms. Zedge will pay to Licensor (or make available to Licensor in its Licensor Account with Zedge) the Tapedeck Royalties and DSP Licensor Share payments on a calendar monthly basis, within forty-five (45) days after the end of each calendar month during which Tapedeck Net Revenues or DSP Net Revenues (collectively, "**Net Revenues**") were received by Zedge. On or prior to the date any such payment is due, Zedge shall provide or make available online or in Licensor's Account a report setting out the amount of Net Revenues received by Zedge in the applicable period and the Tapedeck Royalties and/or DSP Licensor Share due to Licensor for such period. Zedge may require Licensor to sign up for and use a third party payment service designated by Zedge for payment and receipt of the Tapedeck Royalties and DSP Licensor Share (such as, for example, Dots). In the event the amount of the Tapedeck Royalties and DSP Licensor Share for a given period is less than one hundred dollars (\$100), Zedge may defer payment of such Tapedeck Royalties and DSP Licensor Share payments and instead accrue such amount to be added to the Tapedeck Royalties and/or DSP Licensor Share payments for the next period(s) until such threshold is reached. All payments may be made in United States dollars. The Tapedeck Royalties and DSP Licensor Share hereunder shall be Licensor's sole and exclusive compensation (and Zedge shall have no obligation to make any other payments to Licensor) for the license and other rights granted hereunder and the provision and use of Licensor Content in accordance with this Agreement. Licensor shall not, and shall not

receive any TapeDeck Royalties or DSP Licensor Share payments with respect to, any artificial creation or inflation of Net Revenues, whether through bots or other automated mechanisms that repeatedly access, download or view Licensor Content (or related ads) or otherwise.

(c) Withholding Taxes: Zedge shall pay any and all withholding taxes and any similar taxes that may be due under applicable law on payments made by Zedge hereunder. In the event that any such withholding tax is payable by Zedge, Zedge shall be entitled to deduct any amount required to be withheld from any monies payable to Licensor hereunder. Upon request, Zedge will supply Licensor with appropriate certificates reasonably available to Zedge with respect to taxes withheld hereunder (if any).

5. WARRANTIES.

(a) Licensor Representations and Warranties. Licensor hereby confirms, represents and warrants to Zedge that: (i) Licensor has the full right and authority to enter into this Agreement and perform its obligations hereunder and to provide the Licensor Content to Zedge and to grant to Zedge the licenses to the Licensor Content granted herein; (ii) Licensor has obtained all rights, licenses, authorizations and consents with respect to the Licensor Content necessary to provide the Licensor Content to Zedge for exploitation on and through TapeDeck and DSPs hereunder and to grant the licenses granted herein and for the exercise of such licenses in accordance with this Agreement; (iii) the Licensor Content does not contain any content, material, works or other components which are subject to third party rights that would require licensing or clearance from such third party for exploitation in accordance with this Agreement, except for Streaming Clearances and such licensing and clearances that have been duly obtained and paid for by Licensor to the extent needed for the exercise of the licenses granted hereunder; (iv) the Licensor Content and its use under and in accordance with this Agreement does not infringe, violate or misappropriate the intellectual property rights, privacy rights or other rights of any third party; (v) the Licensor Content does not contain any virus, worm, malware or other malicious code; (vi) Licensor is under no contractual or other obligation or commitment that is inconsistent with (or would be breached by) the terms and conditions of this Agreement, the licenses granted herein or the performance of this Agreement (and Licensor agrees not to enter into any agreement that would conflict with this Agreement or would limit or restrict the licenses granted herein); (vii) other than the Streaming Clearances, no fees of any kind shall be due to any third party by or for Zedge, including, but not limited to, any union, guild, non-featured vocalist or musician, engineer or producer, for the use or re-use of the Licensor Content as authorized under this Agreement; and (viii) Licensor has obtained all required permissions and licenses to use the name and likeness of each identifiable individual person whose name or likeness is contained or used within, or provided for use with, the Licensor Content, and to use such individual's identifying or personal information (to the extent so contained, used or provided) as contemplated by this Agreement.

(b) Zedge Representations and Warranties: Zedge represents and warrants to Licensor that: (i) Zedge has the full right and authority to enter into this Agreement and perform its obligations hereunder; and (ii) Zedge has obtained all rights, licenses, authorizations and consents with respect to TapeDeck (excluding any Licensor Content thereon or available therefrom) necessary to operate TapeDeck as contemplated under this Agreement.

(c) Disclaimers. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY DISCLAIMS, ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR PRIOR COURSE OF DEALING. Without limiting the foregoing, any hosting platform or other third party technology platform used for TapeDeck or any DSP is provided "As Is" without warranty of any kind.

6. INDEMNIFICATION; LIMITATION OF LIABILITY.

(a) Indemnification by Licensor. Licensor shall defend, indemnify and hold harmless Zedge, its affiliates, officers, directors, employees, consultants, and agents from and against any and all claims, actions, suits or proceedings brought by a third party ("**Claims**") against any of them and from and against any directly resulting losses, liabilities, damages, expenses and costs, including, without limitation, reasonable fees for attorneys, which

Claims arise out of (i) a breach by Licensor of any of its covenants, representations or warranties in this Agreement; or (ii) an infringement or misappropriation of a third party's intellectual property, privacy or other rights, or a violation of law, due to the Licensor Content or the use thereof, in accordance with this Agreement, in each case excluding Claims to the extent arising from Zedge's modifications or uses of Licensor Content not authorized by Licensor or this Agreement or otherwise arising from Zedge's breach of this Agreement.

(b) Indemnification by Zedge. Zedge shall defend, indemnify and hold harmless Licensor, its affiliates, officers, directors, employees, consultants, agents and contractors from and against any and all Claims against any of them and from and against any directly resulting losses, liabilities, damages, expenses and costs, including, without limitation, reasonable fees for attorneys, which Claims arise out of (i) a breach by Zedge of any of its covenants, representations or warranties in this Agreement; or (ii) an infringement or misappropriation of a third party's intellectual property rights, or a violation of law, due to Tapedeck or the use thereof (excluding to the extent arising out of any Licensor Content thereon or available therefrom).

(c) Indemnification Procedures. In the event of any Claim for which a party seeks indemnification hereunder pursuant to this Section 6, such indemnified party shall give prompt written notice to the other indemnifying party regarding such Claim and the indemnifying party shall have the right to reasonably control the defense and/or settlement of such Claim at such indemnifying party's expense (provided that any settlement of such Claim shall be subject to the prior written consent of both parties, not to be unreasonably withheld, conditioned, or delayed). Subject to the foregoing, the indemnified party shall have the right, at its discretion and expense, to select its own counsel, to participate in the defense or settlement of such Claim at such indemnified party's expense. The indemnified party shall also provide the indemnifying party, at such indemnifying party's expense, reasonable assistance and cooperation concerning the Claim and its defense.

(d) Limitation of Liability. EXCEPT WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS IN THIS SECTION 6, THE BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS IN SECTION 7, OR A PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR LOST PROFITS OR LOST REVENUE, IN ALL SUCH CASES ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION OR ANY SUBJECT MATTER HEREOF, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), AND IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVISED OR BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

7. CONFIDENTIALITY.

(a) Confidential Information Obligations. Each party (as applicable, "**Disclosing Party**") may disclose to the other (as applicable, a "**Receiving Party**") non-public or proprietary information, including, without limitation, regarding its products, services, technology or business (collectively, "**Confidential Information**"). Confidential Information shall not include any information that: (i) is or becomes publicly known or in the public domain through no fault, action or inaction of the Receiving Party; (ii) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party; (iii) is obtained by the Receiving Party, without restrictions on confidentiality, from a third party lawfully in possession of such information with the right to disclose it; or (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. For the avoidance of doubt, the Licensor Content shall not be deemed Confidential Information hereunder. The Receiving Party agrees to hold the Confidential Information of Disclosing Party in confidence and not to disclose such Confidential Information to any third party nor to use it for any purpose other than for carrying out the purposes of this Agreement. The Receiving Party shall safeguard such Confidential Information in order to avoid disclosure, publication, or dissemination, using at least reasonable care. The Receiving Party may disclose the Disclosing Party's Confidential Information only (a) to those of its employees, consultants, service providers, vendors, sublicensees, and professional representatives who have a reasonable need to know such Confidential Information and who are bound by obligations of confidentiality with respect thereto at least as protective as those contained herein; and (b) to the extent required to comply with

applicable law or a court order, provided Receiving Party gives prior written notice to Disclosing Party thereof (to the extent legally practicable).

(b) Data and Privacy Protection. Zedge shall implement and maintain industry-standard administrative, physical, and technical safeguards designed to protect the Licensor Account and Licensor Content against unauthorized access, use, or disclosure, and shall promptly notify Licensor in writing of any confirmed unauthorized access or disclosure involving the Licensor Account and/or Licensor Content. Each party shall ensure that its collection, use and disclosure of information obtained from End Users in relation to Licensor Content, if any, complies with all applicable laws, regulations and privacy policies, including, without limitation, the applicable privacy policy of such party.

8. TERM AND TERMINATION.

(a) Term. This Agreement shall commence and become effective as of the Effective Date and shall continue in full force and effect for a period of one (1) year thereafter, unless earlier terminated or to the extent renewed or extended as provided for herein (such period being the “**Term**”), subject to Licensor’s right to remove Licensor Content at any time pursuant to Section 8(c). The Agreement Term will automatically renew and continue for successive one (1) year periods after the end of the first year of the Term or any annual renewal period thereafter, unless either party notifies the other party of its desire for non-renewal at least sixty (60) days prior to the end of the then-current annual period (in which case the Agreement and its Term shall expire at the end of such then-current period). The Agreement shall also automatically expire on the first date in which no Licensor Content has been on or accessible through Tapedeck or an applicable DSP at any time during a continuous two (2) year period.

(b) Termination. Either party may terminate this Agreement, with or without cause, upon at least sixty (60) days prior written notice to the other party. Furthermore, either party can terminate this Agreement if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after the non-breaching party gives written notice of the breach (in reasonable detail) to the breaching party. If the breaching party cures the breach within the cure period, this Agreement shall remain in full force and effect, otherwise, the Agreement shall terminate upon the end of such thirty (30) day notice period.

(c) Removal of Licensor Content. Licensor may remove any of its Licensor Content (without terminating this Agreement) from Tapedeck upon prior written notice to Zedge (or, when and if available, through Zedge’s online take down or removal functionality associated with the Licensor Account). Upon any such notice or request for removal, the licenses granted herein to Zedge to such Licensor Content in such notice or request shall terminate with respect to Tapedeck (but not with respect to applicable DSPs); provided however that Zedge shall have a reasonable period of time (not to exceed seven (7) days) to implement the removal of such Licensor Content from Tapedeck. In any event, End Users may continue to retain and use, after any such removal, any Licensor Content previously obtained via download prior to such removal in connection with this Agreement (which right shall survive any expiration or termination of this Agreement). Any such removal and license termination with respect to a given item of Licensor Content shall not affect the licenses and other rights granted hereunder to any other Licensor Content. Notwithstanding any of the foregoing to the contrary, the removal and deletion of, and the termination of licenses for, Licensor Content with respect to DSPs shall be subject to and governed by the applicable policies, rules, terms and conditions of the applicable DSP.

(d) Effect of Termination. Termination or expiration of this Agreement for any reason shall not relieve either Party of any obligation under this Agreement that has accrued prior to the effective date of such termination. In the event of any expiration or termination of this Agreement, the licenses granted herein to Zedge to all Licensor Content shall terminate, provided however that (i) Zedge shall have a reasonable period of time (not to exceed thirty (30) days) to implement the removal of the Licensor Content from Tapedeck, and (ii) the timing and implementation of any termination of such licenses with respect to DSPs shall be subject to and governed by the policies, practices, terms and conditions of the applicable DSP. In any event, End Users may continue to retain and use (and its rights to do so shall survive) after any expiration or termination of this Agreement, any Licensor Content previously obtained via download prior to such expiration or termination in

connection with this Agreement. Zedge may terminate or suspend any account that Licensor has with Zedge in respect of Tapedeck (and/or remove any applicable Licensor Content from Tapedeck) on termination or expiration of this Agreement and also upon any discovery by Zedge that any Licensor Content is in material breach of any of the representations or warranties in Section 5(a) above or in violation of Section 1(c) above. The following provisions shall survive any expiration or termination of this Agreement: Sections 5, 6, 7, 8, 9 (only for 2 years after expiration or termination), 10 and 11.

9. AUDIT RIGHTS. Zedge shall maintain complete and accurate books and records regarding Net Revenues and the Tapedeck Royalties and DSP Licensor Share owed to Licensor hereunder during the Term and for a period of two (2) years thereafter. During the Term and such two year period, Licensor (or its designated auditor who has signed a reasonable and customary confidentiality agreement with Zedge) may reasonably audit such books and records solely for purposes of determining the accuracy of Tapedeck Royalties and DSP Licensor Share paid or owned hereunder, no more than once per year upon at least thirty (30) days' prior written notice. Zedge shall pay to Licensor any underpayment of Tapedeck Royalties or DSP Licensor Share revealed by any such audit reasonably promptly following the confirmation thereof.

10. AMENDMENT OF AGREEMENT. Zedge may modify or amend this Agreement from time to time in its sole discretion by posting the modifications or the amended Agreement on Tapedeck or other appropriate place within the Zedge website or Zedge application, and/or by providing Licensor with direct notice thereof. All modified terms and conditions and amended Agreements will be effective thirty (30) days after such posting or notice (except to the extent a longer notice period is required by applicable law), unless Licensor first gives Zedge written notice of rejection of the modifications or amended Agreement within such thirty day period. In the event of such rejection, this Agreement will continue under its original provisions until the Agreement is terminated as provided above. If any modified terms and conditions are not acceptable to Licensor, Licensor's sole remedy is to timely provide the foregoing rejection notice or to cease using Tapedeck, and if applicable, terminate this Agreement as provided above. By continuing to make the Licensor Content available to Zedge or otherwise access or use Tapedeck without providing a timely rejection notice after Zedge provides notice of any such revision or amendment, Licensor agrees to be bound by the revised Agreement. This Agreement may not otherwise be modified or amended, except with the express written agreement of both parties

11. MISCELLANEOUS. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to or application of any choice of law or conflict of laws rules or principles, and each party irrevocably submits to the exclusive jurisdiction and venue of the state and federal courts located in New York County, New York for any dispute arising out of or relating to this Agreement. Neither party may assign any of its rights or obligations under this Agreement to any third party without the express, written consent of the other party; provided, however, that (a) each of Licensor and Zedge may assign this Agreement without such consent to a successor in connection with the merger, acquisition, reorganization, sale or similar transaction with respect such party or to substantially all of such party's assets or business to which this Agreement relates, and (b) Zedge may assign this Agreement (or its rights or delegate its obligations under this Agreement) without such consent to its affiliate. A failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies, and all waivers must be in writing signed by the waiving party to be effective hereunder. If any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any respect, it is the intent of the parties that the remainder of the Agreement shall remain in full force and effect and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, negotiations and discussions. The parties are independent contractors. Nothing in this Agreement shall be construed as creating a joint venture, partnership, employee or agency relationship.

EXHIBIT A
SPECIAL DSP LICENSE TERMS

With respect to DSPs selected, chosen or requested by Licensor (and with respect to the particular Licensor Content selected, chosen or requested to be distributed or made accessible by or through any such DSPs), Licensor hereby grants to Zedge the right and license (sublicenseable to any such DSPs and their intermediaries) to Digitally Distribute (as defined below) the Licensor Content and to otherwise use the Licensor Content to the extent necessary to facilitate such Digital Distribution, including the rights to:

- a) Reproduce, convert, and create derivative works of such Licensed Content for Digital Distribution of such Licensed Content;
- b) Reproduce, promote, advertise, market, sublicense, sell, publicly perform, display, host, distribute, deliver, transmit, and otherwise exploit and use such Licensor Content for Digital Distribution;
- c) Display any and all lyrics associated with a musical composition embodied in any such Licensor Content in connection with the Digital Distribution of such Licensor Content;
- d) Use the name(s), voices(s), likeness(es), photograph(s), images, artwork, logos, trademarks, service marks, biographical materials, and other rights of publicity with respect to materials and information that Licensor provides in connection with the Digital Distribution of such Licensor Content;
- e) Collect all income deriving from the Digital Distribution of such Licensor Content;
- f) Exercise all rights granted herein, including the right to edit and publicly perform such Licensor Content with industry- standards, for purposes of publicizing, promoting, marketing, and advertising the availability of the Licensor Content for Digital Distribution, including without limitation for purposes of creating ringtones, ring-back tones, or for other mobile uses, to the extent applicable for Digital Distribution; and
- g) Sublicense all rights granted in this Section to DSPs or other licensees.

“Digital Distribution” or “Digitally Distribute” shall mean the digital distribution of Licensor Content for the sublicensing, sale, public performance, electronic transmission, or other distribution to end users in any media whether now known or existing in the future, including, but not limited to permanent digital downloads, limited or temporary digital downloads, ringtones, ring-back tones, interactive streaming, non-interactive streaming, gaming, social media, streaming video, web 3.0, gaming and cloud services, whether or not a direct or indirect charge is made to receive the transmission and whether or not such transmission results in a specifically identifiable reproduction of any Licensor Content by or for any transmission recipient.