

EngineEars Inc.

User Agreement

Date of Last Revision: November 10, 2025

The following User Agreement (the “**User Agreement**”) governs the access to and use of the services offered on or through <https://engineears.com> (the “**Site**”), a platform to book world class third party recording studios, audio engineers, and other service providers in the field of music, as well as management and digital distribution services (collectively with the Site, the Audio Services Platform (as defined herein) and the EngineEars Direct Platform (as defined herein), including any updated or new features, functionality and technology, the “**Platform**”), by you, the Users (as defined herein) or EngineEars, Inc. (“**EngineEars**,” “**we**,” “**us**,” or “**our**”). By using the Platform, you, either individually or on behalf of a company, business or other legal entity which you represent (“**you**” or “**your**”) accept and agree to be bound and abide by this User Agreement. You further acknowledge that you have read and understood the Terms of Service, found here, (as amended from time to time, the “**Terms of Service**”), as well as our Privacy Policy, found here, (as amended from time to time, the “**Privacy Policy**”). In the event of a conflict between the Terms of Service and this User Agreement, the terms contained in this User Agreement shall apply.

We reserve the right, at our sole discretion, to change or modify portions of this User Agreement at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date the User Agreement was last revised. You may read a current, effective copy of this User Agreement by visiting the “User Agreement” link on the Site. We will also notify you of any material changes, either through the user interface of the Platform, a pop-up notice, email, or through other reasonable means. Your continued use of the Platform after the date any such changes become effective constitutes your acceptance of the new User Agreement. You should periodically visit this page to review the current User Agreement so you are aware of any revisions. If you do not agree to abide by these or any future User Agreement, you will not access, browse, or use (or continue to access, browse, or use) the Platform.

1. General Platform Services

The Platform enables Users to publish, offer, search for and book audio engineering services, music production, studio sessions and other related services in the field of music and/or access to studio space and equipment (collectively, “**Audio Services**”), as well as have access to management and distribution services (“**Distribution Services**”).

2. Audio Services Platform

A. Access and Use of the Audio Services Platform

Users who offer Audio Services through the Audio Services platform (the “**Audio Services Platform**”) are referred to as “**Providers**”, and users who search for, book and use Audio Services from Providers through the Audio Services Platform are referred to as “**Clients**” (collectively with you and the Providers, the “**Users**”).

B. Creating an Account

In order to access the Audio Services, you will be required to register with the Audio Services Platform and/or provide information about yourself (e.g., name and email address).

By creating an account or by joining the Audio Services Platform, you: (i) agree to provide us with accurate, complete, and current registration information; (ii) acknowledge that it is your responsibility to ensure that your password remains confidential and secure; (iii) agree that you are fully responsible for all activities that occur under your account; and (iv) undertake to promptly notify us in writing if you become aware of any unauthorized access or use of your account and/or any breach of this User Agreement. You acknowledge and agree that the registration data and certain other information about you are governed by our Privacy Policy. If you are under 18 years of age, you are not authorized to use the Audio Services Platform, with or without registering.

Once you create your account, you will be provided with different options to choose from to create your profile, including, without limitation, as an “Artist,” “Studio Manager,” “Engineer,” “Producer,” “Listener,” or “Other.” Such profile type can be amended in the account settings after signing up. When you select a profile type, note that there are different plan options to choose from. For additional information about the Plans, please see the Plans section below.

You promise to use the Audio Services Platform only in ways that are legal. EngineEars will not be liable for any loss or damage arising from your failure to comply with this paragraph.

C. Purpose of Audio Services Platform

EngineEars operates a marketplace Audio Services Platform and does not directly provide any Audio Services to Clients. When you make or accept an Audio Services Booking (as defined herein), whether as a Provider or as a Client, you are entering into a contract directly with another User. EngineEars is not and does not become a party to or other participant in any contractual relationship between users. EngineEars is not acting as an agent for any user except for where EngineEars acts as a collection agent as provided in the Fees and Payment Section. While we work hard to ensure our users have great experiences using the Audio Services Platform, we do not and cannot control the conduct or performance of Clients and Providers and do not guarantee (i) the existence, quality, safety, suitability, or legality of any Audio Services Booking or (ii) the truth or accuracy of any Audio Services Booking descriptions, or other content provided by users.

D. Audio Services Engagement

Your relationship with EngineEars as a Provider is that of an independent individual or entity and not an employee, agent, joint venturer, or partner of EngineEars, except that in certain limited circumstances Provider may authorize EngineEars to act as a payment agent as described in the Fees and Payments Section. EngineEars does not direct or control the content of the Audio Services

Booking, and you agree that you have complete discretion whether and when to provide the Audio Services described in the Audio Services Booking, and at what price and on what terms to offer them.

i. Provider Terms

As a Provider, EngineEars offers you the right to use the Audio Services Platform to connect with Clients to provide your Audio Services. When you accept a Client booking request, or receive a Client's booking confirmation through the Audio Services Platform (the "**Audio Services Booking**"), you are entering into a contract directly with the Client, and are responsible for delivering your Audio Services under the terms and at the price specified in the Audio Services Booking.

The Audio Services Platform provides tools that make it easy for you to set up and manage your Audio Services listings (the "**Audio Services Listings**"). Your Audio Services Listing must include complete and accurate information about your Audio Services, your price (including any additional charges), and any rules or requirements that apply to your Audio Services Listings. You are responsible for your acts or omissions as well as keeping your Audio Services Listing information (including calendar availability) and content (like photos) up-to-date and accurate at all times. You are responsible for obtaining appropriate insurance for your Audio Services and we suggest you carefully review policy terms and conditions including coverage details and exclusions.

Provider and Client are responsible for any modification to the Audio Services Bookings they agree to make via the Audio Services Platform, and agree to pay any additional amounts, fees or taxes associated with such modifications.

In general, if a Provider cancels an Audio Services Booking, when applicable, the amount paid to Provider is determined by the cancellation policy in the Payment and Refunds section of this User Agreement and/or any other cancellation policy explicitly set forth in the Audio Services Booking.

ii. Client Terms

You can search for listings created by Provider by using criteria like the type of Audio Services you are seeking from Providers, including audio recording engineering, access to recording studios or mixing and mastering services. When you place an Audio Services Booking, you are agreeing to pay all the terms contained in the Fees and Payments Section. When you receive the Audio Services Booking confirmation, a contract is formed directly between you and the Provider. In addition to the terms contained in this User Agreement, you will be subject to, and responsible for complying with the cancellation policy and any other rules, standards, policies, or requirements identified in the Audio Services Booking or during checkout that apply to the Audio Services Booking. It is your responsibility to read and understand these rules, standards, policies, and requirements prior to placing an Audio Services Booking.

In general, if a Client cancels an Audio Services Booking, when applicable, the amount paid to Provider is determined by the cancellation policy in the Payment and Refunds section of this User Agreement and/or any other cancellation policy explicitly set forth in the Audio Services Booking.

iii. Contracting with Users

When an Audio Services Booking is accepted, or you receive a booking confirmation through the Platform, the Provider and the Client are entering into a contract directly and are responsible for

fulfilling its obligations under the Audio Services Booking. Client is also agreeing to pay Provider the applicable fees for each Audio Services Booking. EngineEars will deduct amounts owed by Provider from Provider's payout.

Any terms or conditions you include in any supplemental agreement with Users must: (i) be consistent with this User Agreement, the Terms of Use, the Privacy Policy, and the description in the Audio Services Booking, and (ii) be prominently disclosed in the Audio Services Booking description.

E. Studio Sessions

EngineEars offers Users the right to locate, request and reserve time-based recording studio facilities and related services (the "**Studio(s)**") offered by registered studio owners or operators (each, a "**Studio Provider**") (the "**Studio Booking**"). EngineEars does not own, lease, manage or operate any Studio and shall not be deemed a landlord, lessor, or provider of such Studios, and Studio Provider agrees that Studio Provider has complete discretion whether and when to make the Studio available, and at what price and on what terms to offer such Studio.

F. Plans

i. General

Upon registration with the Audio Services Platform, you can choose a plan depending on the type of User that you are, including, Artist Plans (as defined herein) and Engineer Plans (as defined herein) (collectively, the "**Plan(s)**"). When selecting a Plan, you represent and warrant that the information you provide to EngineEars is accurate, complete and updated information, and you agree to update such details as required, without undue delay. For detailed information about how your information is treated, please visit our Privacy Policy.

ii. Artist Plans

If you are an artist User of the Audio Services Platform (an "**Artist**"), you will have the option for selecting between the "Artist Essentials" Plan and the "Artist Platinum" Plan (collectively, the "**Artist Plan(s)**"). Each Artist Plan will offer the Artist different features.

The Artist Essentials Plan is an Artist Plan available to Artists for no upfront cost. Once you create an account, you will have automatic access to the services provided under the Artist Essentials Plan.

The Artist Platinum Plan is an Artist Plan paid on a monthly basis. The monthly fee will be displayed to the Artist at the time of purchase (the "**Artist Subscription Fee**"). The Artist Subscription Fee will be charged on a monthly basis. Artists will be requested to designate a payment method for payment of the Artist Subscription Fee. EngineEars reserves the right to change the Artist Subscription Fee at any time upon advance notice to the Artist. The Artist Platinum Plan will enter into force upon payment of the Artist Subscription Fee and will remain in force for a period of one month. The Artist Subscription Fee will automatically renew every month until the Artist cancels or downgrades to the Artist Essential Plan.

Artist Plans can be cancelled at any time. For additional information about the specific offerings of the Artist Plans, please visit the "Artist Pricing" page in the Audio Services Platform. Once Artist cancels any of the Artist Plans, Artist will lose access to the Artist Plans' benefits and features that are available in Artist's respective Artist Plan. Upon cancellation of the Artist Platinum Plan by Artist,

Artist shall not be entitled to any refund of the Artist Subscription Fee for the current month. In the event that the Artist Subscription Fee has been paid on an annual basis, and upon cancellation of the Artist Platinum Plan by Artist, Artist shall not be entitled to any refund of the Artist Subscription Fee for the current membership year.

iii. Engineer Plans

If you are an engineer, a studio manager or any other service provider of the Audio Services Platform (each an “**Engineer**”), you will have the option for selecting between the “Essentials” Plan and the “Platinum” Plan (collectively, the “**Engineer Plan(s)**”). Each Engineer Plan will offer the Engineer features.

The Essentials Plan is an Engineer Plan available to Engineers for no upfront cost. Once you create an account, you will have automatic access to the services provided under the Essentials Plan.

The Platinum Plan is an Engineer Plan paid on a monthly basis. The monthly fee will be displayed to the Engineer at the time of purchase (the “**Engineer Subscription Fee**”). The Engineer Subscription Fee will be charged on a monthly basis. Engineers will be requested to designate a payment method for payment of the Engineer Subscription Fee. EngineEars reserves the right to change the Engineer Subscription Fee at any time upon advance notice to the Engineer. The Platinum Plan will enter into force upon payment of the Engineer Subscription Fee and will remain in force for a period of one month. The Engineer Subscription Fee will automatically renew every month until the Engineer cancels or downgrades to the Essential Plan.

Engineer Plans can be cancelled at any time. For additional information about the specific offerings of the Engineer Plans, please visit the “Engineer Pricing” page in the Audio Services Platform. Once Engineer cancels any of the Engineer Plans, Engineer will lose access to the Engineer Plans’ benefits and features that are available in Engineer’s respective Engineer Plan. Unless otherwise provided by applicable law, upon cancellation of the Platinum Plan by Engineer, Engineer shall not be entitled to any refund of the Engineer Subscription Fee for the current month. Unless otherwise provided by applicable law, in the event that the Engineer Subscription Fee has been paid on an annual basis, and upon cancellation of the Platinum Plan by Engineer, Engineer shall not be entitled to any refund of the Engineer Subscription Fee for the current membership year.

G. Ad Campaigns

Users of the Audio Services Platform have the option of creating and running ad campaigns to drive traffic and boost their profile (the “**Ad Campaign Service**”). The Ad Campaign Service enables Users to configure digital ad campaigns (i) by selecting from pre-generated creative assets, (ii) specifying a campaign budget and duration, (iii) identifying target audience parameters, and/or (iv) tracking derived campaign performance metrics, such as clicks, impressions and spend.

To access the Ad Campaign Service, the User must (i) create and maintain an account with the Audio Services Platform and (ii) complete the campaign-registration information. Upon approval of the campaign-registration by EngineEars, Users will be able to run the ad campaigns.

Users are responsible for ensuring that any ad campaigns they seek to place on the Audio Services Platform comply with applicable laws, rules, and regulations. Engineers does not allow ads that

promote, incite, or glorify violence, harass, bully or incite hatred against any individual or group, promote stereotypes or negatively portray or attack individuals or groups, or that contain, depict, or promote content that is inappropriate. User represents, warrants and covenants that any and all content submitted in connection with any ad campaign is owned and/or controlled by User, does not and will not infringe any third party rights, complies and will comply with all applicable laws, regulations and industry codes, and are not and will not be misleading.

User agrees to pay all fees for the ad campaign in accordance with the payment terms published by EngineEars. Fees for ad campaigns are non-refundable, except as otherwise expressly provided in a separate refund policy. In the event that any ad campaign is not eligible to be run (or other third party platform in which an ad campaign is supported or hosted) rejects the ad campaign, EngineEars will in good faith cooperate with User to ensure the ad campaign budget is fully utilized.

H. Fees, Payments and Refunds

i. Fees and Payments

For any payments in the Platform, you (i) represent that you are authorized to use the payment method you provided and that any payment information you provide is true and accurate; (ii) authorize EngineEars to charge you for any paid feature of the Platform in accordance with this User Agreement.

When you purchase any services on a subscription basis pursuant to the terms of this User Agreement, you agree that you are authorizing recurring payments, and payments will be made to EngineEars by the method and at the recurring intervals you have agreed to, until the subscription for is terminated by you or by EngineEars. By authorizing recurring payments, you are authorizing EngineEars to process such payments as either electronic debits or fund transfers, or as electronic drafts from your designated account, or as charges to your designated account

The Users are responsible for paying their own taxes, obtaining their own insurance, and ensuring they comply with applicable laws and regulations.

You agree to communicate through the Audio Services Platform and make and receive payments through the Audio Services Platform, and not to circumvent the payment methods offered on the Audio Services Platform. You agree to notify EngineEars immediately if a User proposes that you make payments other than through the Audio Services Platform.

ii. Refunds

In order to secure an Audio Services Booking or a Studio Booking, Client shall be required to make upfront payments (the "**Payment**"). EngineEars will then keep the Payment as a deposit until the full and satisfactory completion of the Audio Services or Studio Booking.

Any Payment for Audio Services (the "**Audio Services Payment**") is subject to the following cancellation policy:

(a) **Full Refund of Payment:** Client shall be provided with a full refund of the Audio Services Payment if: (i) Client provided stems for a mix to Provider and Provider failed to confirm such stems against the rough mix and/or Provider mixed the wrong stems, resulting in a wrong arrangement; or (ii) Client places an Audio Services Booking and cancels the Audio Services

Booking either (a) within one hundred and eighty (180) days from the acceptance of the Audio Services Booking, or (b) at any time prior to Provider commencing the Audio Services.

(b) 75% Refund of Payment: if Client places an Audio Services Booking that is accepted by Provider, and Client elects to cancel the Audio Services Booking at any time prior to Provider delivering an initial mix, Provider shall be entitled to twenty-five percent (25%) of the Audio Services Payment, and the remaining seventy five percent (75%) shall be refunded to Client.

(c) 50% Refund of Payment: if (i) Provider delivers to Client an initial mix, (ii) Client does not accept such initial mix, (iii) Client requests no more than two (2) rounds of revisions of the initial mix, and (iv) no final project file has been delivered, then Provider shall be entitled to fifty percent (50%) of the Audio Services Payment, and the remaining fifty percent (50%) shall be refunded to Client.

(d) 25% Refund of Payment: if (i) Provider delivers to Client an initial mix, (ii) Client does not accept such initial mix, (iii) Client requests more than two (2) rounds of revisions of the initial mix, and (iv) no final project file has been delivered, then Provider shall be entitled to seventy five percent (75%) of the Audio Services Payment, and the remaining twenty-five percent (25%) shall be refunded to Client.

(e) No Refund: no refund shall be due or payable, and the Provider shall be entitled to access one hundred percent (100%) of the total Audio Services Payment made by Client, under any of the following circumstances: (i) Client has clicked “Approved” within the Platform, whether or not the Audio Services deliverables are inaccurate or incomplete; (ii) Client fails to respond within forty-eight (48) hours following Provider’s written follow-up after Client has not provided feedback within seven (7) days of Provider’s submission of the final mix; (iii) Client has placed the Audio Services Bookings but does not instruct Provider to commence Audio Services within one hundred and eighty (180) days; and (iv) Client downloads any version of the mix and/or master of the Audio Services at any time.

Any Payment for Studio Bookings (the “**Studio Payment**”) are subject to the following cancellation policy:

(a) Full Refund of Payment: you shall be entitled to a full refund of the Studio Payment if you cancel the Studio Booking at least three (3) days prior to the Studio Booking date.

(b) 50% of Payment: you shall be entitled to a refund of fifty percent (50%) of the Studio Payment if cancellation occurs no later than twenty-four (24) hours but within three (3) days prior to the Studio Booking date.

(c) No Refund: you shall not be entitled to any refund of the Studio Payment if you cancel the Studio Booking less than twenty-four (24) hours prior to the Studio Booking date.

I. Term and Territory

The term of the User Agreement shall commence as of the date any account is created and shall continue until the account is deactivated by the User or EngineEars.

The territory of this User Agreement is the universe (the “**Territory**”).

J. Non-Circumvention; Non-Solicitation

You may not offer or solicit (or accept any offer or solicitation from) any parties introduced through the Audio Services Platform to contract or engage with outside of the Audio Services Platform. You acknowledge and agree that a violation of any non-circumvention and non-solicitation requirement is a material breach of this User Agreement and may lead to a permanent suspension of your account on the Audio Services Platform.

Users may opt-out from the non-circumvention and non-solicitation undertakings, and choose to engage (directly or indirectly via third parties) Client outside of the Audio Services Platform, subject to a prior written notice to us (at the email address info@engineears.com) ("**Opt-Out Notice**").

In light of the difficulties in measuring or estimating the damage which may be incurred by EngineEars as a consequence of any non-circumvention and non-solicitation breach, you hereby agree to pay EngineEars, if EngineEars determines, in its sole discretion, that you have violated this non circumvention and non-solicitation undertakings, liquidated damages in the amount of up to US\$ 500,000 ("**Liquidated Damages**"). EngineEars may, to the maximum extent permitted by law (i) charge your account the Liquidated Damages or send you an invoice for the Liquidated Damages, which you agree to pay within 30 days, and (ii) charge you (in the same manner) for all reasonable expenses, including attorneys' fees, related to investigating such breach and collecting such fees.

K. Intellectual Property

iv. Ownership of the Projects

When purchasing an Audio Booking Service, unless clearly stated otherwise in the description of the Audio Services Listing, and automatically upon full payment by the Client, any work product or other deliverables created by a Provider in connection with its Audio Services on behalf of a Client, and any and all intellectual property rights, including, without limitation, the copyright in and to the foregoing (the "**Client Deliverables**"), shall be owned by the corresponding Client as a work-made-for-hire as defined in 17 U.S.C. § 101. To the extent that any such Client Deliverables may not be considered works made for hire for Client under applicable law, Provider irrevocably and perpetually assigns, grants and transfers to Client, throughout the universe and free of encumbrances and restrictions, all right, title and interest in and to such Client Deliverables, and any and all results and proceeds of Provider's services, without reservation, condition or limitation. When requested by Client, Provider shall execute any and all additional documentation required to effectuate the purposes and intent of this section and/or to perfect Client's claim of title hereto. Provider irrevocably appoints Client as Provider's attorney-in-fact with full authority (but not obligation), solely to execute, verify, acknowledge and deliver any and all documents and instruments which Client reasonably deems necessary or advisable to evidence, establish, maintain, defend and effectuate any of Client's rights in and to the Client Deliverables. This appointment shall be a power coupled with an interest. The rights assigned to the Client herein shall include all rights of paternity, integrity, disclosure and withdrawal, and any other rights that may be known as "moral rights" (collectively, "**Moral Rights**"). To the extent that Provider retains any such Moral Rights under applicable law, Provider hereby waives such Moral Rights and consents to any action consistent with the terms of this User Agreement with respect thereto. Additionally, Provider hereby waives, in perpetuity and throughout the universe, pursuant to applicable law, any and all right to injunctive or other equitable relief.

For the avoidance of doubt, the ownership of the Client Deliverables by Client shall be subject to full payment to the Provider for the corresponding Audio Services, and the Client Deliverables may not be used by the Client if payment is canceled or not made by the Client.

Provider hereby represents, warrants and covenants that (a) Provider has the right to accept the Audio Booking Services, is under no disability, restriction or prohibition in respect to its rights to provide the services hereunder, and Client's full and free exercise of the rights licensed hereunder will not conflict with, or infringe upon, or violate, any common law, statutory or other rights or any third party, including, without limitation, contractual rights, copyrights and/or rights of privacy; (b) the Client Deliverables are original and do not and shall not infringe upon or violate the rights of any third parties, and do not contain any uncleared materials that are not original, including, without limitation, Samples and Undisclosed Samples (as defined herein), or otherwise incorporate any uncleared copyrighted or otherwise proprietary material belonging to any person and/or entity other than Provider; (c) in the event that any consents and/or permissions (including, without limitation, Sample clearances) are required, such consents and/or permissions have been or will be obtained by the Provider; (d) the Client Deliverables have not been previously released, distributed, exploited or exhibited in any form or manner anywhere throughout the Territory; (e) all persons whose performances are embodied in the Client Deliverables and all other persons whose rights may be involved have been or will be paid in full by Provider; and (f) Provider shall not re-record, produce, arrange, mix or remix, for himself and/or for any person or entity other than Client.

v. Name, Image, Likeness License

Unless clearly stated otherwise in the description of the Audio Booking Services, and automatically upon full payment by the Client, in connection with any Client Deliverables, Provider further grants to Client and Client's designees the non-exclusive right, throughout the universe and in perpetuity, to use Provider's professional name, and Provider's approved likeness and approved biographical material solely in the packaging and metadata of the sound recordings embodying the masters and in all promotion and advertising therefor, but not for use in any commercial endorsements, commercial tie-ins or merchandise, and solely as the name is generally used given the services provided and Client Deliverables created.

vi. Controlled Compositions

Subject to the Ownership of the Projects section above, Provider and Client agree that Client shall be deemed the sole author and exclusive owner of any and all right, title and interest in and to any musical composition within the Client Deliverables, throughout the universe and in perpetuity. Provider acknowledges and agrees that the fee due by Client to Provider for the Client Deliverables shall constitute full consideration for all services rendered and for the transfer, assignment and/or grant of any and all rights in and to the Client Deliverables, including the underlying musical composition. Provider hereby agrees that no mechanical royalties or other payments shall be due from the Client or EngineEars in connection with the reproduction, manufacturing, distribution, and any other use of such musical composition.

vii. Samples

Provider will not “sample”, “interpolate”, or otherwise incorporate into (“**Sample**,” “**Sampling**”) the Client Deliverables or permit any third party to Sample any copyrighted or otherwise proprietary material (“**Proprietary Material**”) belonging to any person, other than such material owned and/or supplied to Provider by Client for such purpose, unless approved by Client in writing. Provider shall advise Client in writing of any such Proprietary Material and shall provide Client with all information necessary to obtain appropriate permissions to use same, without restriction, on and in connection with the applicable Client Deliverable. Client shall have no obligation to accept any master recordings containing Proprietary Material, and Client’s acceptance or use of same shall not relieve Provider of any obligations hereunder nor deprive Client of any rights hereunder.

Without limitation of Client’s other rights, in connection with any Approved Sample (as hereinafter defined), any sums payable by or on behalf of Client in connection with the clearance of Samples that have been disclosed to and approved by Client in writing prior to commercial release of the applicable Master (“**Approved Sample**”) shall be paid by Provider unless otherwise agreed to by Provider and Artist. Notwithstanding anything to the contrary contained herein, any sums payable (including, without limitation, record royalties) by or on behalf of Client in connection with the clearance of Samples embodied by Provider that have not been disclosed to and approved by Client prior to commercial release of the applicable Client Deliverable (“**Undisclosed Sample**”) shall be deductible from any and all sums due or accorded to Provider, and any copyright ownership in the composition that must be conveyed to a third party with respect to such Undisclosed Sample shall be borne entirely by Provider, as applicable.

Notwithstanding the foregoing, Provider shall not be responsible for any Samples embodied in the Client Deliverables by Client or any third party not engaged or furnished solely by Provider, unless otherwise agreed by Provider in writing.

L. Disputes

We encourage Clients and Providers to try and settle Audio Services Bookings and Studio Booking conflicts (each, a “**User Dispute**”) amongst themselves. If such efforts fail or if you encounter non-permitted usage by other Users, you can contact us at info@engineears.com. While EngineEars may, in its sole discretion and without any obligation to do so, offer to review or facilitate resolution of a User Dispute, you acknowledge and agree that EngineEars is not a party to any agreement between Clients and Providers and shall not be responsible or liable for any User Dispute, the acts or omissions of any User, or the outcome of any such facilitation. If the User Dispute is about payments, EngineEars will use reasonable efforts to assist in resolving use User Disputes in accordance with the Refunds terms contained in this User Agreement.

In the event that the efforts to resolve a User Dispute fail, the parties may bring an action in the state and federal courts located in the State of New York. This User Agreement is governed by the laws of the State of New York without giving effect to any conflict of laws that result in the application of the law of another jurisdiction.

Notwithstanding anything contained herein, EngineEars shall be entitled to seek injunctive or equitable relief in any court of competent jurisdiction to prevent or curtail any actual or threatened breach of its intellectual property rights, confidential information, or misuse of the Audio Services Platform.

3. Managing and Distributing Project Assets

A. Services Engagement

EngineEars offers Users (each, a “**Distribution User**”) management and distribution services (the “**Distribution Services**”) as a service within the Platform, through the EngineEars Direct page (the “**EngineEars Direct Platform**”). Distribution Users may elect to utilize the Distribution Services by creating an EngineEars Direct account through the EngineEars Direct Platform and/or providing information about yourself (e.g., name and email address), through which you will be able to submit eligible sound recordings, audiovisual work, metadata and related materials (collectively, the “**Submitted Content**”) in accordance with the technical specifications and delivery requirements described herein.

By creating an account for the Distribution Services, you: (i) agree to provide us with accurate, complete, and current registration information; (ii) acknowledge that it is your responsibility to ensure that your password remains confidential and secure; (iii) agree that you are fully responsible for all activities that occur under your account; and (iv) undertake to promptly notify us in writing if you become aware of any unauthorized access or use of your account and/or any breach of this User Agreement. You acknowledge and agree that the registration data and certain other information about you are governed by our Privacy Policy. If you are under 18 years of age, you are not authorized to use the Distribution Services, with or without registering.

B. Grant of Rights

With respect to the Submitted Content, the Distribution User hereby grants EngineEars and its designees a non-exclusive, worldwide, royalty-bearing license, during the Distribution Term (as defined herein), to create digital and/or electronic copies and compilations, to distribute, to sell copies, to stream and to publicly perform, to sublicense and to otherwise exploit Submitted Content via electronic, digital and mobile platforms. Distribution User shall not, during the Distribution Term, license or attempt to license Submitted Content to digital service providers (the “**DSP’s**”) without prior written approval from EngineEars. All pre-existing relationships with outside DSP’s related to Submitted Content, if any, are to be disclosed to EngineEars.

EngineEars agrees to distribute and license Submitted Content to DSPs that sell, distribute, transmit, stream, perform or otherwise exploit sound recordings and/or audiovisual recordings by all means and media available, and to collect all income derived therefrom. EngineEars shall: (i) solicit and service the DSPs; (ii) secure the encoding of each sound recording in format(s) required by the DSPs; (iii) process the delivery of the recordings to the DSPs; and (iv) collect amounts due from the DSPs for payment to you, subject to the terms and conditions of this User Agreement.

In the event that any Submitted Content includes Distribution User’s name, approved likeness, biographical materials, copyrights, trademarks, or the names, approved likenesses of any other person performing services in connection with the Submitted Content (the “**ID Materials**”), such ID Materials will be deemed approved by Distribution User for use by EngineEars in connection with the

Distribution Services, and EngineEars will also have the right to create and use additional, marketing materials embodying the ID Materials to promote the Submitted Content.

C. Delivery and Technical Requirements

i. Delivery Procedures.

Distribution User shall deliver Submitted Content to EngineEars via its online Management System (“**EngineEars Management System**”). Submitted Content shall be technically and commercially satisfactory to EngineEars and shall be delivered in first-class commercial quality, in compliance with the specifications stated on the EngineEars Management System and all marketing and related materials shall bear an appropriate copyright notice. Delivery will not be deemed complete until EngineEars Management System provides written confirmation thereof, which may be in the form of a confirmation email or other communication.

Except as may otherwise be expressly provided herein, Distribution User is solely responsible for uploading Submitted Content to the EngineEars Management System for distribution. EngineEars does not obtain or secure transfer of Submitted Content from Distribution User’s former distributor or other third parties. Upon the expiration or termination of the Term, EngineEars will no longer host Submitted Content on its server, and EngineEars will not be responsible for transferring Submitted Content from EngineEars to Distribution User or any third party.

Distribution User will be solely responsible for ensuring that Submitted Content and account details are correct and updated in EngineEars Management System at all times.

ii. Storage

Distribution User acknowledges that he or she is solely responsible for storage and backup of Submitted Content on his or her own server(s) or devices. EngineEars may store specific files for distribution purposes but is not obligated or required to store Submitted Content. EngineEars is not obligated to provide Distribution User with copies of Submitted Content in the event Distribution User requests same.

iii. Updated (Redelivery, Mistakes, File Replacements).

Distribution User must use commercially reasonable efforts to ensure that its material is correct and final prior to delivering same to EngineEars for approval and delivery to DSPs. Requests for changes are to be submitted via EngineEars Management System. During the Term, Distribution User may not contact any DSP directly. EngineEars cannot guarantee that any DSP will acknowledge or agree to any requested change(s). Distribution User agrees to provide EngineEars with replacement files, if requested, for purposes of re-delivery. For the avoidance of doubt, the provisions of this Section do not, and shall not be deemed to, impose or impart any storage, backup or retrieval obligations on EngineEars with regard to Submitted Content.

Distribution User acknowledges and agrees that each DSP has a different standard or requirement for Submitted Content. Distribution User agrees to use reasonable efforts to assist EngineEars to meet each DSP's requirements.

D. Royalties, Accounting and Audit Rights

As used in this Section, the term "**Royalties**" means the revenues actually received by EngineEars from DSPs and other third parties or credited to EngineEars against any advances, if applicable, less any fees imposed by DSPs or other third parties and any expenses incurred by EngineEars. Subject to the recoupment of any and all advances and all of EngineEars's rights to withhold Royalties otherwise due to Distribution User pursuant to this Section, Distribution User will be entitled to receive the Royalties actually received by EngineEars for the Submitted Content as set forth in the EngineEars Management System. Distribution User must meet a Royalties-due threshold of 1 cents (\$0.01 USD) as of their last Royalty statement (the "**Statement**") posting (the "**Threshold**") for Distribution User to be eligible to request payment within the EngineEars Management System. The Threshold amount is subject to change at any time, and Distribution User shall be notified in the EngineEars Management System of any such change.

All Royalty-related rates, including Threshold requirements, are available online. Payments are made in US dollars. Failure to reach the Threshold will result in non-payment, and the unpaid Royalty amount will accumulate each month until the Threshold is met and at which time, Distribution User can request payment within the EngineEars Management System, subject to the terms and conditions contained in this Agreement.

i. Royalty Calculation

Subject to recoupment of any and all advances paid hereunder, if applicable, Royalties are calculated by the DSP platform upon which the Submitted Material appears and are processed in accordance with the currency exchange rates provided by DSPs to EngineEars or the exchange rate listed on the day the DSP reports to EngineEars. Royalties may vary based on type of content, territory, subscription rates, or time of year. In most instances, Royalties are generated by content downloads and streaming. A DSP will not appear on Distribution User's Royalty Statement if the Submitted Material did not generate any Royalties from that DSP during that Statement period or the DSP has not yet paid Royalties to EngineEars for that period. Distribution User may view posted Statements on EngineEars Management System.

ii. Mechanical Royalties Received from DSPs

Distribution User grants to EngineEars an irrevocable license under copyright to reproduce each composition embodied in the Submitted Material for uses as contemplated hereunder. Distribution User hereby acknowledge that in the United States, mechanical royalties for digital sales of copies of Submitted Material may be paid by DSPs: (A) directly to the music publishers/writers; or (B) as part of an all-in payment to EngineEars, which includes any fees due to EngineEars. When EngineEars receives mechanical royalties as part of the fee due from DSPs or others, EngineEars shall identify in

the relevant Statement(s) the amount of the payments that comprises mechanical royalties. The Royalty will then be payable to Distribution User pursuant to the terms and conditions hereof. Without limiting Distribution User's representations, warranties and indemnities under this User Agreement and for the avoidance of doubt, Distribution User acknowledges and agrees that as between Distribution User and EngineEars, Distribution User remains solely responsible for paying any and all mechanical royalties due to third parties in connection with the exploitation of Submitted Material by EngineEars pursuant hereto.

iii. Data & Sales Analytics

In some instances, Distribution User may have access to a module showing "real-time" daily streaming and/or sales trends related to Submitted Material. This data, as mostly generated by third parties, is an estimate and is in no way a guarantee of the Royalties that will be reported by DSPs or paid to Distribution User. Distribution User acknowledges that the sale and digital exploitation of Submitted Material is a highly speculative business, that EngineEars makes no guarantee as to the ability of any Submitted Material to generate Royalties or the degree of sales or exploitations of Submitted Material.

iv. Monthly Accounting/Payments

EngineEars shall compute and report the total Royalties earned by Distribution User on a monthly basis. A schedule of when the Royalty Statements are posted and approximate payment dates for the postings are located in the Help Desk and EngineEars Management System. Royalty Statement reports are available electronically to Distribution User via EngineEars Management System at least on a semi-annual basis (each, a "**Submission Date**").

(A) Statements. Each Statement will include details and total Royalty amounts payable to Distribution User, if any. Statements posted may include both the immediate previous month amount and additional previous months' amounts. EngineEars cannot guarantee timely reporting and payment by all DSPs and thus, EngineEars Statements will include payments only for DSP payments EngineEars has received or which have been credited to EngineEars against an advance previously received by EngineEars in respect of the Submitted Material. Solely by way of example, some DSPs report to EngineEars on a quarterly basis. Distribution User acknowledges and agrees that EngineEars will have no liability for DSPs' late or otherwise untimely reporting or payment.

(B) Payment. Subject to the Threshold and all other terms and conditions hereof, (i) in order to receive payment, Distribution User must issue a payment request via EngineEars Management System when Royalty Statements are available; and (ii) EngineEars shall issue payment via the payment method designated by Distribution User in EngineEars Management System within thirty (30) days of receipt of each such payment request. Distribution User is required to identify the payment method within EngineEars Management System (ACH, wire, PayPal, etc.) and in some instances, additional fees may apply for certain payment methods. Failure by Distribution User to provide complete and accurate payment details and/or to submit a payment request through EngineEars Management System may prevent and/or delay EngineEars from paying any Royalty to

Distribution User. Without limiting the foregoing, Distribution User represents, warrants and covenants that: (i) any and all payment information submitted to Distribution User's EngineEars Management System account shall be complete and accurate at all times; (ii) EngineEars shall have the right to rely upon such information and shall have no liability whatsoever by reason of any erroneous payment made in accordance with such information; and (iii) Distribution User shall indemnify EngineEars against claims, liabilities, losses and expenses (including reasonable attorney's fees) relating to or arising out of any payments made by EngineEars pursuant to such information.

(C) Statement Delay by EngineEars. Distribution User shall promptly advise EngineEars if Distribution User has not received a Statement. Upon notification, EngineEars shall investigate and/or correct the situation, as appropriate. Subject to the payment section above, in no event shall EngineEars be deemed in breach of its payment obligations under this User Agreement by virtue of the fact that Distribution User has not received payment or a Statement by the applicable Submission Date.

(D) Statement Delay by DSPs. Should a statement not be given to EngineEars from a DSP in a reasonable amount of time, EngineEars will not be deemed in breach of this Agreement for failing to provide a statement on behalf of such DSP. EngineEars will use reasonable efforts to report any DSP that has yet to provide a statement on a monthly basis.

(E) Tax Details. EngineEars conforms to United States IRS-issued guidelines. Distribution User must confirm Distribution User's tax residency status by submitting Form W-9, Request for Taxpayer Identification Number and Certification (for U.S. citizen and residents), or Form W-8BEN, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (individuals) (for non-U.S. residents) digitally, via EngineEars Management System. Tax details can be viewed or edited by Distribution User in EngineEars Management System. Tax details must be filled out fully and correctly prior to Distribution User claiming and receiving payment. EngineEars will reach out for additional information as needed. Distribution User and EngineEars each have the status of an independent contractor hereunder, and nothing in this User Agreement contemplates or constitutes one party as agent or employee of the other or a partnership relationship between Distribution User and EngineEars. EngineEars will not deduct any payroll-related taxes from any payments to be made to Distribution User under this User Agreement. Distribution User acknowledges that Distribution User is solely responsible for the payment of all taxes with respect to income received by Distribution User pursuant to this User Agreement.

(F) Additional DSP Fees. DSPs may impose additional fees that are outside of EngineEars's control. Such DSP fees may be deducted by EngineEars from revenues generated hereunder for the purposes of calculating Royalties (e.g. for voided transactions, promotional expenses, and publishing withholding, without limitation).

v. Advances

Notwithstanding anything to the contrary contained in this User Agreement, any and all amounts paid by EngineEars to Distribution User, on Distribution User's behalf or at Distribution User's direction will constitute advances and be fully recoupable from all Royalties payable to Distribution User hereunder. EngineEars may recoup advances from any and all Royalties to be paid or accrued to Distribution User pursuant to this User Agreement.

vi. Audit

All Statements shall be binding upon Distribution User and not subject to objection by Distribution User unless specific objection is made in writing, stating the basis thereof, and provided to EngineEars within twelve (12) months from the applicable Submission Date. Distribution User shall have twelve (12) months from each Submission Date to have a certified public accountant, who is licensed in the US and not then engaged in an outstanding examination of EngineEars's books and records on behalf of a third party, conduct an inspection of EngineEars's books and records specifically relating to the DSP's licenses to exploit Submitted Material and Distribution User's sales and payment activity. For avoidance of doubt, Distribution User will have access only to those records of DSPs and retailers relating to Submitted Material hereunder (i.e. not including the reporting information of any other client). Each such inspection shall take place at the location where EngineEars normally keeps such books and records and shall be conducted during normal business hours. All such inspections shall be made upon prior written notice to EngineEars at least thirty (30) days prior to the date Distribution User intends to commence such inspection. Distribution User may inspect records relating to each Statement only once and may conduct such an inspection for any period only once per calendar year. EngineEars shall have the right in accounting to Distribution User to rely upon the accounting statements received by EngineEars from DSPs and/or third parties and shall not be liable in any manner whatsoever for any error, omission, or other inaccuracy of any such statement(s) or information received by EngineEars, provided EngineEars does not know or has no reliable business reason to know of an error, omission, or other inaccuracy in such third party statement or information. Distribution User shall be precluded from maintaining any action, claim or proceeding against EngineEars in any forum or tribunal with respect to the accuracy of any Statement rendered hereunder, unless such action claim, or proceeding is commenced in a court of competent jurisdiction within one (1) year from the date that the applicable Statement is due.

E. Content Management and Takedowns

Distribution User may request removal of any Submitted Content from active distribution by providing written notice to EngineEars; provided that (a) Distribution User acknowledges that DSPs may require a commercially reasonable period to process such removals, and (b) Distribution User shall remain responsible for all accrued fees and obligations incurred prior to the effective takedown date.

F. Intellectual Property and Ownership

Notwithstanding anything contained in this User Agreement, as between the Distribution User and EngineEars, Distribution User retains all right, title, and interest in and to the Submitted Content, subject to the licenses granted herein. EngineEars shall acquire no ownership interest therein.

All intellectual property rights in and to the Platform, including its software, databases, trademarks, and proprietary technology, are and shall remain the exclusive property of EngineEars. For additional information about EngineEars' Platform Content, please visit the Terms of Service.

Distribution User further grants EngineEars a license to use the ID Materials during the Term and throughout the Territory in connection with the exercise of EngineEars's rights hereunder, including, without limitation the distribution and promotion of Submitted Material, without further compensation to Distribution User or any other person except as otherwise expressly stated in this Agreement. Notwithstanding anything to the contrary contained herein, ID Materials provided by Distribution User to EngineEars shall be deemed approved by Distribution User for use by EngineEars pursuant hereto. No use of any ID Materials by EngineEars hereunder will constitute an endorsement or implied endorsement by Distribution User or any person of any activity, cause, philosophy, service or product (other than Submitted Material or the ID Materials themselves).

Distribution User represents, warrants and covenants that: (i) it owns and/or controls all rights in and to all Submitted Material provided to EngineEars (including, but not limited to sound recordings, audiovisual works, compositions, ID Materials, artist names, writer names, song names, artwork and images) which are necessary for EngineEars to exercise the rights granted to EngineEars in this User Agreement; (ii) it has secured written permission from any and all third parties whose performances and/or contributions are embodied in Submitted Material or underlying compositions embodied therein; (iii) it will not deliver any Submitted Material and/or ID Materials to EngineEars which is not owned and/or controlled by Distribution User; and (iv) it shall indemnify, defend and hold EngineEars harmless from and against any claim, loss, judgment, damage and/or expenses (including actual out-of-pocket attorneys' fees and settlement costs) arising out of or in connection with a breach or alleged breach by Distribution User of this Managing and Distributing Project Assets section and/or any representations, warranties or covenants contained herein, and/or any infringement or alleged infringement or misappropriation or alleged misappropriation of any third party rights.

G. Disputes Related to this Managing and Distributing Project Assets Section

All matters arising out of or relating to this Managing and Distributing Project Assets section, the rights, representations, warranties and covenants contained herein, and/or the EngineEars Direct Platform, shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). Any and all disputes in connection with this Managing and Distributing Project Assets section shall be brought exclusively in federal or state courts located in New York County, New York.

4. Infringement

EngineEars respects the rights of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify EngineEars of your infringement claim in accordance with the procedure set forth below.

EngineEars will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act (“**DMCA**”) and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to EngineEars’ Copyright Agent at admin@engineears.com (Subject line: “DMCA Takedown Request”).

To be effective, the notification must be in writing and contain the following information:

- a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright or other intellectual property interest that is allegedly infringed;
- identification of the copyrighted work or other intellectual property that you claim has been infringed, or, if multiple copyrighted works or other intellectual property are covered by a single notification, a representative list of such works or other intellectual property;
- identification of the content that is claimed to be infringing or to be the subject of infringing activity, and where the content that you claim is infringing is located on the Platform, with enough detail that we may find it on the Platform;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
- a statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright or intellectual property owner or are authorized to act on the behalf of the owner of the copyright or intellectual property that is allegedly infringed.

Counter-Notice: If you believe that your work that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner’s agent, or pursuant to the law, to upload and use the content in your work, you may send a written counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement by you, made under penalty of perjury, that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content to be removed or disabled; and
- your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court located within the City of New York and a statement

that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, EngineEars will send a copy of the counter-notice to the original complaining party informing them that EngineEars may replace the removed content or cease disabling it within ten (10) business days. Unless the owner of the applicable copyrighted work or other intellectual property files an action seeking a court order against EngineEars or the user, the removed content may be replaced, or access to it restored, within ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at our sole discretion.

Repeat Infringer Policy: In accordance with the DMCA and other applicable law, EngineEars has adopted a policy of terminating, in appropriate circumstances and at EngineEars' sole discretion, the accounts of users who are deemed to be repeat infringers. EngineEars may also at its sole discretion limit access to the Platform and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

5. Disputes

Except as otherwise set forth in this User Agreement, all matters arising out of or relating to the User Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). Except as otherwise set forth in this User Agreement, all matters arising out of or relating to the User Agreement shall be brought exclusively in federal or state courts located in New York County, New York.

6. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT ENGINEEARS AND/OR ITS AFFILIATED PARTIES WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING DAMAGES FOR LOSS OF GOODWILL, USE, OR DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE ENGINEEARS PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH (A) THE PERFORMANCE, NON-PERFORMANCE OR BREACH OR ALLEGED BREACH OF THIS USER AGREEMENT; (B) THE USE OR THE INABILITY TO USE THE PLATFORM; OR (E) ANY OTHER MATTER RELATING TO THE PLATFORM. IN NO EVENT WILL THE ENGINEEARS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID ENGINEEARS IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

7. Disclaimer of Warranties

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK. THE PLATFORM IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. ENGINEEARS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

THE ENGINEEARS PARTIES MAKE NO WARRANTY THAT (A) THE PLATFORM WILL MEET YOUR REQUIREMENTS; (B) THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, PLATFORMS, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PLATFORM WILL MEET YOUR EXPECTATIONS.

Please contact us at support@engineears.com if you have any questions regarding this User Agreement.