Styngr Corp. (**"Styngr"**) is authorized by the music rights holders ("**Music Companies**") to sublicense to third parties the rights to distribute certain sound recordings and related content through applications approved by Music Companies, subject to the non-negotiable terms and conditions mandated by Music Companies. This agreement (the **"Agreement"**) sets forth the sublicense rights granted to you (the **"Developer"**) to distribute specified content with and through a specific application.

Definitions.

"*API*" means, collectively, Styngr's application programming interfaces and related computer programs, source code, executable code, user interfaces, libraries, tools, SDKs, protocols and architectures that enable the delivery of Styngr Content and the tracking and reporting of use of Styngr Content.

"*Application*" means Roblox.

"*End User*" shall have the users of the Application.

"*Experience*" shall have the same meaning as defined in Roblox Dictionary (https://en.help.roblox.com/hc/en-us/articles/4415545981332-Roblox-Dictionary)

"*Metadata*" means digital files that include song title and album title and artist information. Metadata may only be used with the corresponding Styngr Content.

"*Music Company(ies)*" means those Persons who own, control and/or administer the Styngr Content in the Territory and who have entered into agreements or understandings with Styngr to license such Styngr Content.

"*Styngr Content*," means sound recordings, as well as the musical compositions embodied in such sound recordings, provided by Styngr, whether in the form of Styngs, or radio stations, and/or, Digital Collectibles.

"*Territory*" means the territories in which Styngr has obtained permissions from the applicable Music Companies (or other rights holders), which may be modified in Styngr's sole discretion, as specified in the metadata.

License.

Subject to the terms of this Agreement and the approval of certain Music Companies and other licensors, Styngr grants Developer a non-exclusive, non-transferable, non-assignable, non-sublicensable, fully revocable, limited, right and license during the

Term and in the Territory as follows: (a) To use the Styngr Content solely for use within particular Experience in the Application and to distribute the same to End Users as embedded in the Experience.

Except for the licenses granted herein, Styngr does not grant, and Developer does not obtain, any rights, whether express or implied, in the API, any Styngr Content, or intellectual property rights therein. Except as expressly set forth in this Agreement, Developer shall have no right, and specifically agrees not to: (i) transfer or sublicense its rights to any other person, entity or organization, whether by operation of law or otherwise; (ii) utilize API, any Styngr Content or intellectual property rights therein in any Experience other than approved or (iii) use or allow others to use the Styngr Content, in whole or part, for any other purpose.

Ownership.

Styngr and its suppliers, including, without limitation, the Music Companies, retain all rights, title and interest in and to the API, Styngr Content and all intellectual property rights embodied therein ("***Styngr Property***"). Developer retains all rights, title and interest in and to all intellectual property rights embodied in or associated with Developer's Experience, excluding Styngr Property. The API and Styngr Content may be protected by copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the U.S. and other countries. Developer agrees to abide by all applicable proprietary rights laws and not to remove or obscure any proprietary rights notices within the API, the foregoing API materials or Styngr Content.

Requirements and Limitations.

Developer's use of the API is subject to the following requirements and limitations:

- -Styngr requires authentication of Developer's access to its systems through the API and will provide Developer with necessary API keys. API keys cannot be shared with any third party and across Experiences. Developer is solely responsible for use of, and the consequences of use of, the API keys. Any misuse of and/or unauthorized access to Developer's API keys must be immediately reported to Styngr.

- -Developer's use of the API requires that Developer comply with Styngr's branding elements as described and embodied in the API or any API documentation.

- -Developer shall promptly deploy within thirty (30) days any updates to the API when and if provided by Styngr.

- Developer must enable all Styngr products available within the Experience.

- Styngr may, in its sole discretion, set a quota of operations on Developer's API usage. Developer shall not attempt to circumvent use-quota restrictions.

- Developer cannot use the API to create a service or application whose primary purpose is to replicate, in whole or in part, the services and features enabled by Styngr under this Agreement.

- Developer cannot use the API to create or enable any application, website, tool, or other mechanism that is, or enables, or operates in conjunction with, any malware, spyware, adware, other malicious programs or code.

- Developer shall not use the API or Styngr Content in any manner or for any purpose that (i) would violate any laws, rules or regulations, (ii) would violate or infringe the rights of any third party; (iii) may be deemed libelous, slanderous or defamatory; or (iv) is otherwise fraudulent, obscene, malicious or harmful to any person or entity, or discriminatory based on race, color, sex, religion, nationality, ethnic or national origin, marital status, disability, sexual orientation or age provided, however, that any violation of the foregoing which is directly caused by the Styngr Content, and/or Styngr shall not be a breach by Developer of this paragraph.

- Styngr will not transfer End User personal data, as such term is defined by the General Data Protection Regulation and applicable state privacy and data protection laws, including but not limited to the California Consumer Privacy Act without Developer's prior written authorization. For the avoidance of doubt, this provision shall not restrict Styngr's use of aggregated, non-personally identifiable information in connection with the services provided hereunder.

Publicity.

Developer agrees that Styngr may use Developer's company, organization, and/or Experience name and/or logos (collectively, the **"Developer Materials"**) in presentations, marketing materials, customer lists, case studies and other marketing-related activities, with such rights to survive expiration or termination of this Agreement for any such use which first occurred prior to expiration or termination of this Agreement solely to the extent such uses following the expiration or termination of this Agreement is limited to non-commercial, non-consumer-facing archival uses. Styngr must obtain Developer's written approval, not to be unreasonably delayed or withheld, prior to Styngr's use of the Developer Materials on any materials or platforms available to the public.

Term, Termination, Suspension, and Modification.

As a condition to the license granted to Developer, Developer acknowledges and agrees that Styngr reserves the right to suspend, limit or disable access to the API, data or content accessible through API, and/or to terminate this Agreement, in each case at any time with or without cause and without liability to Developer.

Styngr reserves the right to remove, delete, or disable access to content that we determine, in our sole discretion, to be in violation of our policies or any applicable laws, or that may be harmful to our community, the integrity of our platform, or our users. Upon receiving a valid takedown notice or identifying content that infringes on the rights of others or violates our terms or policies, we will act promptly to remove or disable access to the offending content.

Access Management and Bad Actors

Without limiting the generality of the foregoing, Styngr may restrict or terminate access to our service for users or developers who engage in behavior that we consider to be harmful or unlawful (**"Bad Actors"**).

For the purposes of this provision, "Bad Actors" include, but are not limited to, individuals or entities that:

  - Infringe on the intellectual property rights of others, including but not limited to, songwriters, artists and other rights holders;

  - Engage in fraudulent or deceptive practices;

  - Distribute harmful or illegal content;

  - Violate the terms of this agreement or any applicable laws.

Styngr reserves the right to suspend or terminate the access of any user or developer identified as a Bad Actor, at our sole discretion. This action may be taken to protect our community, maintain the integrity of our platform, and comply with legal obligations.

Content Access

Styngr reserves the right to move, modify, or transfer content and access as necessary to improve service delivery, comply with legal obligations, or enhance the safety and security of our platform and its users.

Developer Compliance

Developers must ensure that their applications and content comply with our terms, policies, and all applicable laws and regulations. Developers are responsible for maintaining the security of their applications and for the actions taken through their applications on our platform.

Indemnification.

Developer will indemnify, defend, and hold harmless Styngr, Music Companies, and their respective directors, officers, agents, employees, members, shareholders, successors and assigns from and against all third party claims, liabilities, suits, losses, damages and expenses, including (without limitation) costs and reasonable fees of attorneys and other professionals relating to, arising out of or resulting from the following ("*Claims*"): (A) any actual or alleged infringement of any copyright, patent, trademark, trade secret, or other proprietary right of any third party by Developer, Experience or the Application (or the components and operations thereof); (B) Developer's failure to comply with all laws and regulations applicable to the operation of the Experience; (C) any claims arising out of or in connection with any action or omission (including any use of the Styngr Content) by Developer which is not expressly authorized under this Agreement and/or the Music Company Requirements; and/or (D) any actual or alleged breach of any representation, warranty or covenant made by Developer hereunder. Except as required by applicable law or this Agreement, and excluding the takedown from the Application and/or particular Experience of any Styngr Content alleged to be infringing, Developer will take no legal action or any other measures to protect the Styngr Content without first obtaining Styngr's prior written approval. Upon written notice from Styngr or End User activity in violation of the terms of this Agreement, Developer will use best efforts to take appropriate action to address such End User activity. Notwithstanding the foregoing, End Users are not subcontractors, and Developer (a) is not required to enforce the terms of this Agreement against its End Users, and (b) is not responsible for the actions of its End Users.

Warranty; Disclaimer of Warranties.

Developer represents and warrants to Styngr that Developer: (i) has all necessary rights and consents to provide the Experience within Application to End Users; (ii) the Experienceis made available to End Users, and End User data is collected, stored, processed or distributed in compliance with all applicable laws, rules and regulations; and (iii) its execution and performance of this Agreement will not violate any third-party

rights, the provisions of any agreement to which Developer is a party. Styngr represents and warrants that: (a) Styngr has full power and authority to enter into and perform its obligations hereunder; (b) Styngr does not have any obligations, legal or otherwise, which would materially adversely affect or interfere with full performance by Styngr of its duties and obligations under this Agreement: and (c) there is no claim, action, suit, or proceeding pending, or to Styngr's actual knowledge, threatened, which, if adversely determined, would affect the ability of Styngr to enter into this Agreement or to perform its obligations hereunder. THE API AND STYNGR CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. STYNGR DOES NOT WARRANT THAT USE OF THE API OR STYNGR CONTENT WILL OPERATE SECURELY OR WITHOUT ERROR OR INTERRUPTION.

Limitation of Liability.

EXCEPT FOR LIABILITY ARISING FROM A BREACH OF CONFIDENTIALITY OBLIGATIONS, FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS, FOR DEVELOPER'S BREACH OF THIS AGREEMENT OR MUSIC COMPANY REQUIREMENTS, FOR STYNGR'S MATERIAL BREACH OF THIS AGREEMENT, OR FOR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (I) NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF A PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING; AND (II) UNDER NO CIRCUMSTANCES WILL EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED FEES PAID AND PAYABLE TO STYNGR BY DEVELOPER UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE CLAIM. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.