soundstripe

END-USER COPYRIGHT LICENSE AGREEMENT

Subject to your compliance with the Terms of Use included in this document (Version 35, effective November 25, 2025), Soundstripe Inc. grants **Alex Tuong** a non-exclusive, limited, non-sublicensable, and nontransferable license to download, reproduce, prepare derivative works, distribute, perform and display the song **Good Times** solely as combined with your work of authorship, titled **1228 Moro Cir Placentia, CA**. This license was created for the Pro plan and is approved for personal or commercial use only.

Soundstripe Terms and Conditions of Use, Version 35, effective November 25, 2025

PLEASE READ THESE TERMS AND CONDITIONS OF USE (THESE "TERMS") CAREFULLY. BY CLICKING ON "SIGN UP" AND/OR VISITING THE WEBSITE (AS DEFINED BELOW) OR USING THE SERVICES OR SOUNDSTRIPE LIBRARY (as defined below), YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS AND OUR PRIVACY POLICY (LINKED BELOW). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY, FOUNDATION OR OTHER LEGAL ENTITY ("COMPANY"), YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH COMPANY TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE WEBSITE, SOUNDSTRIPE LIBRARY, AND/OR SERVICES.

1. Acceptance of the Terms

These Terms form a legally binding agreement between you, an individual or Company ("you") and Soundstripe, Inc. ("**Soundstripe**", "**we**" or "**us**") governing your use of the Soundstripe.com website at https://www.soundstripe.com (or as updated by Soundstripe from time to time) and/or mobile applications (the "**Website**"), your use of Soundstripe content (other than the Soundstripe Library) available via the Website ("**Website Content**") and, including, without limitation (a) text, graphics, photos, videos, computer code, and other materials made available on the Website that are not part of the Soundstripe Library collectively; (b) the services operated by Soundstripe, including without limitation, any apps, plugins, executables, or other software provided to you by Soundstripe (the "**Service(s)**"). These terms also govern your use of musical compositions, sound recordings, videos, and other materials made available through the Soundstripe library (collectively, the "**Soundstripe Library**"). Any reference to Company in these Terms only applies to a Company user and not to an individual user.

By accessing, browsing and/or otherwise using the Website, Website Content, Soundstripe Library, or Services, you represent and warrant that: (i) you are at least 18 years of age; or (ii) as parent or guardian, you agree to these Terms and the Privacy Policy (linked below) and authorize your child who is between the age of 16 and 18 to use the Website, Soundstripe Library, Website Content or Services, subject to your responsibility for their conduct.

2. Modifications to these Terms

These Terms may be changed, modified, amended, supplemented, or otherwise updated from time to time by Soundstripe without advance notice to you. By continuing to access the Website, Soundstripe Library, and/or use the Services you agree to be bound by any such updated Terms. Soundstripe, in its sole discretion, has the option, but not the obligation, to provide notice of any update to these Terms by means of a conspicuous alert, banner, or notification displayed on the Website, Soundstripe Library, or within the Services or by sending an email to the email address provided to Soundstripe.

3. Your License To Use the Soundstripe Library Content

a. Your License Depends on Your Plan

Subject to your compliance with these Terms, Soundstripe hereby grants you a worldwide limited, non-transferable, non-sublicensable, non-assignable license to download and access any item of content in the Soundstripe Library solely to create Projects (as defined below), and a worldwide limited license to distribute Projects (transferable, sublicensable, and assignable strictly in compliance with these Terms) via any medium in accordance with these Terms. You may use the materials in the Soundstripe Library solely as combined with your own works of authorship or Company's works of authorship, as applicable, for any lawful purpose (the combination of Website Content and your own works of authorship or Company's works of authorship, as applicable, is referred

to as a "**Project**"). If you have a Pro, Pro Plus, Business, or Enterprise Plan, you may combine Soundstripe Library content with works of authorship created by others, in which case such resulting projects shall each be a "Project" hereunder. You may use Projects in perpetuity. However, you may only create Projects while you have an active plan. Provided that your subscription plan includes access to and uses of one or more content types, you may download up to 50 pieces of song content, 50 pieces of video content, and/or 100 pieces of sound effect content per day in accordance with your specific subscription plan.

For the Personal Plan, Soundstripe Library content may not be used for (i) commercial use to promote a brand, product, or service, including but not limited to advertising, paid posts, boosted posts, and/or advertising on any website, radio, TV, or social media channel; or (ii) broadcast distribution, including linear or digital TV or radio, film, or any public performance. For the Pro and Pro Plus Plans, Soundstripe Library content may not be used for broadcast distribution, including linear or digital TV, radio, film. However, these uses are permitted under a Business or Enterprise Plan or through a Single Song license. Further, if you have a Business Plan, Soundstripe Library content may only be distributed within a single designated market area (DMA) or other applicable geographic area.

b. **Your Obligation Regarding Public Performances**

For any plan or license, in the event you arrange a public performance of any work that includes Soundstripe Library content in connection with any medium that retains valid performance licenses from the American Society of Composers, Authors and Publishers ("**ASCAP**"), Broadcast Music, Inc. ("**BMI**"), or other applicable performing rights society, you shall deliver to us a music cue sheet with regard to such work within thirty (30) days of the initial commercial broadcast of such work. Notwithstanding anything else herein, if a work incorporating Soundstripe Library content, or part thereof, is distributed through a medium not owned by you, then you acknowledge and agree that such medium must have blanket performance licensing in place with such performance rights organizations, or a separate performance fee must be negotiated in good faith.

c. **Restrictions on Your Use of Soundstripe Library Content**

In connection with your use of the Soundstripe Library, you agree that you will not:

a. Use the Soundstripe Library in connection with the creation or training of artificial intelligence or similar software or programs;

b. make available, distribute, resell, or perform the Soundstripe Library, or any part thereof, separately from the Project into which it has been incorporated;

c. use the Website Content for the purpose of creating a music listening experience, including, but not limited to, uses where complete or almost complete versions of Soundstripe Library content, on its own or as part of a compilation, are combined with accompanying visual/narrative elements that are of subordinate importance (such as still image(s), panning motions or other limited animation/video/audio);

d. sublicense or assign the use of the Soundstripe Library for standalone distribution;

e. use the Soundstripe Library, or any part thereof, in connection with defamatory, or fraudulent content or in connection with pornographic, unlawful or illegal images (including without limitation adult content or videos, adult entertainment venues, escort services or in connection with adult-oriented industries), sounds, or content, or any depictions of illegal activity whatsoever, whether directly or in context or by juxtaposition with other materials;

f. make any change in the language of the Soundstripe Library, or any part thereof;

g. remove any proprietary or intellectual property markings or notices.

All rights not expressly granted to you by Soundstripe are hereby reserved. Any unauthorized use or use otherwise not in compliance with these Terms will result in immediate termination of the license rights granted herein. Any preview of Soundstripe Library Website Content is only for evaluation purposes and shall not be otherwise distributed, synchronized, streamed, broadcast, publicly performed or exploited.

d. Warner Chappell Production Music

There are additional restrictions on and terms regarding your use of any music contained in the Warner Chappell Production Music Collection ("WCPM Music"), as set forth in this subparagraph (d).

Any license to use WCPM Music is issued by Soundstripe as agent for Warner Chappell Production Music, Inc. ("WCPM"). Certain licenses or Projects may be subject to the prior written approval of WCPM. You must download the WCPM Music within forty-eight (48) hours of full execution hereof to ensure availability.

Projects containing WCPM Music may not be distributed in Italy, Portugal, or Spain. Additionally, WCPM Music may not be used in connection with:

i. political endorsements or affiliations, or content promoting or advertising alcohol, firearms or tobacco;

ii. any materials deemed, in Soundstripe's reasonable judgment, harmful to the reputation or brand of WCPM, Soundstripe, or its licensors;

iii. create or authorize any arrangements, derivations, stems, or alternative versions of the WCPM Music without Soundstripe's prior written consent, except for minor technical edits or linear edits for time necessary to facilitate permitted uses;

iv. change the harmonic structure or melody of the WCPM Music, except linear edits for timing purposes;

v. incorporate WCPM Music into productions or programs of any kind to be sold or resold, or anticipated to be sold or resold, to the general public, including but not limited to CDs, DVDs, Blu-Ray discs, computer programs, applications, CD-ROMs, or other machine-readable media, unless separately licensed in writing;

vi. make any change in the language of the WCPM Music.

You shall also indicate the owner of the copyright in the WCPM Music and that only said writers indicated are to receive writer credit therefor. Upon Soundstripe's request, you shall furnish us with detailed reports of all uses of the WCPM Music including, without limitation, medium, dates, times, type of usage (i.e., original/vocal, instrumental, parody). If product tags or other musical compositions are featured in the Project or use, WCPM or its writers shall remain entitled to its pro-rata share of the public performance royalties payable for the entire project or use. Upon Soundstripe's request, you shall furnish us with one (1) digital audio/visual copy of the Project.

No rights of public performance are granted for any WCPM Music, such rights being licensed by ASCAP, BMI, SESAC, or any other entity having the legal right to issue performance rights licenses on behalf of the owner of such rights in the respective territories, and subject to the fees, rules, and regulations of the foreign performing rights societies, as applicable. Cue sheets under subsection (b), above, are due prior to commercial release of the Project.

Where reasonably practicable and possible, WCPM and the author(s) of the WCPM Music shall receive appropriate credit in the end titles, on all positive prints of the Project. The size, prominence, placement, etc., of such credits shall be in your sole discretion, provided that such credit shall be identical to credits received by the authors of other similarly utilized materials in the Project. Soundstripe agrees that your inadvertent failure to comply with the foregoing credit requirements shall not be deemed a breach of this license. You shall make best efforts to affect a prompt prospective cure after your receipt of notice of such inadvertent failure.

You represent and warrant that you, and any person that owns or controls you (if applicable), is not (i) the direct or indirect target of any financial, economic or trade sanctions administered or enforced by the United States, including the Department of the Treasury's Office of Foreign Assets Control, or by the United Nations Security Council, the European Union, the United Kingdom, or any jurisdiction with whose laws Licensor or its licensor(s) is required to comply in connection with the transactions contemplated by this agreement (collectively, "Sanctions"), or (ii) located, organized or resident in a country or territory that is the subject of comprehensive Sanctions, currently including Crimea, Cuba, Donetsk People's Republic, Iran, Luhansk People's Republic, North Korea, and Syria. In performing its obligations under this agreement, you shall comply with all applicable Sanctions, including any U.S. export controls applicable to any relevant goods, software, or technology, and not act in any manner that would reasonably be expected to cause Soundstripe or its licensor(s) to violate any Sanctions or expose Soundstripe or its licensor(s) to penalties under any Sanctions or to designation as a target of Sanctions. In performing your obligations under this agreement, you shall not act in any manner that would reasonably be expected to cause Soundstripe or WCPM to violate any Sanctions or expose them to penalties under any Sanctions or to designation as a target of Sanctions. Soundstripe may terminate this license, effective immediately, or may suspend its performance of this agreement, in any of the following circumstances: (a) you are unable at any time to make the representation set forth in this paragraph; or (b) Soundstripe reasonably believes that continued performance of this Agreement could cause it or WCPM to violate any Sanctions or expose them to penalties under any Sanctions or to designation as a target of Sanctions

Any license to use WCPM Music shall be construed in all respects in accordance with the laws of the United States and the State of New York applicable to agreements entered into and to be wholly performed therein. You consent to the jurisdiction of, and venue in, the state or federal courts located in New York County, State of New York.

A copy of any notices sent to Soundstripe with respect to WCPM Music shall be simultaneously sent to Warner Chappell Production Music, Inc., Attn: Legal & Business Affairs, 777 S. Santa Fe Avenue, Los Angeles, CA 90021, USA.

e. Summaries of Our Plans

Although the specifics of each license are set forth elsewhere in these Terms, without limiting or expanding the language elsewhere herein, the following summarizes the principal terms of each plan, and additional information is available here:

	Single-Song License	**Personal Subscription**	**Pro Subscription**	**Business Subscription**	**Enterprise (Subscription or Single-Song License)**
Permitted Account Holder	Individuals or Companies	Individuals Only	Individuals Only	Companies	Companies
Permitted Use	Custom, including personal or commercial and client use, such as web, social media, paid ads, film, & broadcast use	Personal Use for web and organic social media	Personal or Commercial use, such as web, social media including organic content and paid ads, podcasts, advertising, & internal use	Commercial and client use, such as web, social media including organic content and paid ads, podcasts, & internal use	Custom, including commercial and client use, such as web, social media including organic content and paid ads, podcasts, internal, radio, & broadcast use

With What Content?	Custom	Only Projects You Personally Create	Either Projects You Create or Projects Created by Others	Either Projects You Create or Projects Created by Others	Custom
License Term	Custom	Perpetual	Perpetual	Perpetual	Custom
YouTube Monetization	Custom	One Channel	Five Channels	Five Channels	Custom
Representations, Warranties, & Indemnity?	Yes	None	None	Yes	Yes
Number of Seats	N/A	One	One	Three	Custom
Distribution Location	Custom	Worldwide	Worldwide	Single Market	Custom

4. Monetization of Your Projects on Third-Party Platforms

Subject to your compliance with these Terms, you may allow, and receive payment for, the display of third party ads in connection with uploading your Projects on third party platforms, such as www.YouTube.com or any of YouTube's applications, that provide monetization capabilities. If you have a Personal Plan, you are limited to one (1) Channel. If you have a Pro, Pro Plus, Business, or Enterprise Plan, you are limited to five (5) Channels. In order to monetize Projects on a third party platform, you must: (a) register your profile channel(s) on which you upload your Projects onto the third party platform (each, a "**Channel**") with Soundstripe in accordance with the instructions that Soundstripe provides from time to time; or (b) follow the instructions that Soundstripe provides from time to time to generate a single use code to register each item of Soundstripe Library content in each Project, but please be aware that the single use code is only applicable to (i) each specific item of Soundstripe Library content you licensed; and (ii) one specific Project. Once your Channel or specific Project is properly registered with Soundstripe, it is considered "**Listed**". Please note that you are only able to List your Projects and Channels while you have an active subscription to Soundstripe. If you did not successfully List your Projects and/or Channels prior to ending your subscription, you will not be able to do so until you purchase a new subscription.

When your Channels and/or Projects are not Listed or are not Listed correctly, Soundstripe is unable to tell a licensed use of Soundstripe Library content from an unlicensed use of Website Content. In some cases, your Project or Channel may be properly Listed but Soundstripe's process may still accidentally and incorrectly interpret your use of Soundstripe Library content to be unlicensed. If Soundstripe monetizes one of your Projects licensed under these Terms or you otherwise receive a claim from the third party platform regarding your Project's use of unlicensed Website Content, you must ensure your Project and/or Channels are correctly Listed and: (a) notify Soundstripe at claims@soundstripe.com and provide (i) the email address you used to sign up for your account with Soundstripe, (ii) the title of the applicable Project as it appears on the third party platform, (iii) the URL to the

uploaded Project, (iv) a screenshot of the claim you received, and (v) any other information Soundstripe requests; (b) use the features available on the content ID tab of your account page on Soundstripe and submit the URL of the Project on the third party platform; or (c) follow the claim process at https://www.soundstripe.com/copyright-claim-submission, in order for Soundstripe to discontinue monetizing your Project and/or to release the claim against your uploaded Project.

Please be aware that Soundstripe may monetize certain Projects under certain plans or that Soundstripe believes to be unlicensed.

Under no circumstances will Soundstripe have any responsibility to you or any third party for, or in connection, with your inability to monetize any Projects or any claims against your Projects that you upload onto any third party platforms or your Channel(s). Further, Soundstripe will not reimburse you or any third party in any manner if Soundstripe monetizes any of your Projects on a third party platform or for your inability to monetize any of your Projects regardless of the reason why.

5. License Terms for Video

For film, video footage or any other audiovisual work (collectively "**Video**"), any music, dialogue or other ambient audio contained therein is incidental only and not explicitly licensed under these Terms or your Plan. Accordingly, Soundstripe and its content suppliers make no warranties with regard to, and you are solely responsible for obtaining any additional clearances relating to, any of the music, dialogue or other ambient audio that may be required. In addition to these Terms, the license to the Video is subject to any special terms that are contained or linked to in the item page for that particular Video, if any, including restrictions on the number or type of Projects in which the Video may be used. You may not use "stills" derived from the Video, except in connection with the in-context marketing, promotion, and advertising of your Project that incorporates the Video. You are responsible for obtaining rights to Depicted IP in Video ("**Depicted IP**" includes without limitation any audio, building, house, trademark, trade dress, logo, copyrighted design, art, architecture, or other works that may be depicted in the Video). These Terms do not include any grant of use or license, and Soundstripe has no rights that Soundstripe can license with respect to, Depicted IP (and except for locations for which the specific Video page states that we have a property release). Soundstripe and its content suppliers make no warranties with regard to such Depicted IP. Video content includes low resolution versions of Video made available to you for review and evaluation ("**Preview**"). Notwithstanding anything else in these Terms, (i) no right or license granted to you (other than in this section) or any warranty shall apply to any Preview, (ii) any Preview provided to you may only be used for your internal review and evaluation not exceeding 30 days (and unless you obtain a license under these Terms for the Video that you Preview, you shall cause all copies of the Preview to be permanently deleted from any and all media), (iii) you will limit access to Previews to your representatives who are informed of these Terms. You may not incorporate the Video as an element of a digital template for sale or distribution and, except as licensed to you under these Terms, you may not (i) distribute, transmit or publicly display Video as a template, a standalone file or to others for consumption, reproduction, or re-sale, or (ii) superficially modify any raw Video and sell or license it to others for consumption, reproduction, or resale. You may not incorporate any Video into a logo, trademark, or service mark. If you become aware of any unauthorized access, duplication of any Video, you shall promptly notify Soundstripe via the Website. If you learn that any Video is subject to a threatened or actual third party claim of infringement, violation of another right, or any other claim, you will promptly notify Soundstripe via the Website. If Soundstripe learns of such a claim, and Soundstripe (in its sole but good faith discretion) determines that such claim raises an inappropriate legal risk, upon notice from Soundstripe, you agree to (i) remove the Video from your computer systems and storage devices (electronic or physical), and (ii) cease any future use of the Video (and based upon your compliance with these provisions we may choose to refund your Fees for the applicable Video or without charge to you provide you with other Video content that we determine with your consent, not to be

unreasonably withheld or delayed, is comparable, subject to these Terms.

6. **Your Use of the Website (other than the Soundstripe Library)**.

Subject to your compliance with these Terms, Soundstripe hereby grants you a limited, non-transferable, non-sublicensable, non-assignable, revocable license to access and use the Website, the Services and any content contained therein for personal and non-commercial use. This license does not apply to your exploitation of the Soundstripe Library. That license is set forth in paragraph 3. If you have a Business or Enterprise Plan, Soundstripe grants you the right to create multiple "seats" or user accounts within your Company in connection with your master account, in which case, you shall be responsible for all those using the Soundstripe Library, Website, Services and/or Website Content pursuant to these Terms and/or through the use of logon(s) and password(s) issued by you and each such user shall be subject to these Terms. Any unauthorized use or use otherwise not in compliance with these Terms will result in immediate termination of the license rights granted herein.

The license granted herein does not include the right to download (other than through page caching), copy, reproduce, extract data from (including through data mining, web crawling, or other techniques), or modify; sell, re-sell, or commercially re-use (including via any time sharing, service bureau, or similar method); or create any derivative works of the Website, Services, or any content available therein. You agree not to frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information of Soundstripe (or any third-party owners of content) without the express written permission of the respective owner of such information.

All rights not expressly granted by these Terms are reserved by Soundstripe. There are no implied rights.

In connection with your use of the Website, Soundstripe Library, or the Services, you agree that you will not:

a. Upload or transmit any message, information, data, text, software, or images, including, without limitation, any User Content (as defined below), that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another's right of privacy or publicity;

b. Create a false identity for the purpose of misleading others or impersonate any person or entity, including, without limitation, any Soundstripe representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;

c. Upload or transmit any material, including, without limitation, any User Content, that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);

d. Upload or transmit any files or material, including, without limitation, any User Content, that contains viruses, trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of the Website, the Services, another's computer, or property of another;

e. Delete any author attributions, legal notices, or proprietary designations or labels that you upload to any communication feature;

f. Violate any applicable local, state, national, and international laws and regulations ("**Applicable Laws**");

g. Upload or transmit any material that infringes or misappropriates the intellectual property rights of any third party;

h. Delete or revise any material posted by any other person or entity;

i. Manipulate or otherwise display the Website by using framing, mirroring, or similar navigational technology or directly link to any subdomain of the Website;

j. Probe, scan, test the vulnerability of or breach the authentication measures of, the Website, the Services, or any related networks or systems;

k. Register, subscribe, or unsubscribe or attempt to register, subscribe, or unsubscribe, any individual or entity for any Services without express authorization from such individual or entity;

l. Harvest or otherwise collect information about others, including e-mail addresses; or

m. Use any robot, spider, scraper, or other automated or manual means to access this Website or the Services, or copy any content or information on the Website or the Services.

7. Violation and Disclosure of Information

Soundstripe reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of the foregoing, including, without limitation, the suspension or termination of your access and/or your account. Soundstripe may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by our privacy policy, located at https://www.soundstripe.com/privacy-policy and incorporated into these Terms by this reference (our "**Privacy Policy**"), Soundstripe reserves the right at all times to disclose any information as Soundstripe deems necessary to satisfy Applicable Laws, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Soundstripe's sole discretion.

8. Access to Services and Your Account

In order to access and use the Services and any Website Content, you will be required to provide certain personally identifiable information, the use of which is governed by our Privacy Policy. You agree that any information provided by you is accurate, current, and complete and will be kept accurate, current, and complete when using the Services. Soundstripe may suspend, revoke, or terminate your access to the Services for any reason or no reason at any time in Soundstripe's sole discretion without prior notice to you. Any username, password, or any other piece of information chosen by you, or provided to you as part of our security procedures, must be treated as confidential, and you must not disclose it to any other person or entity. If you are a part of a Business or Enterprise Plan for your Company, you agree that your Company's administrator will monitor access by the Company's personnel, as well as revoke individual user access covered under the Business or Enterprise Plan for your Company when any individual user leaves the Company that is covered by the Business or Enterprise Plan for your Company. A Company may re-assign or transfer an individual user's license to another individual user with the Company; provided, however, that the individual user whose access is being re-assigned or transferred will be revoked. A Soundstripe license under a Business or Enterprise Plan is a license to the Company and not the individual users within the Company, even if individual users within the Company may have their own access credentials/passwords; individual users that leave a Company covered under a Business or Enterprise Plan are no longer licensed to use the Soundstripe Library content covered under the Business or Enterprise Plan for your Company. Soundstripe also reserves the right to limit the number of individuals/unique access credentials within a Business or Enterprise Plan and/or revoke access to individual users with the Company or to the Company. You are responsible for all of your Company users and personnel, including, without limitation, any third-party vendors or contractors, and their use of the Website, Website Content, Soundstripe Library, and Services.

You must exercise caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You understand and agree that if you are provided an account, your account is personal to you, and you agree not to provide any other person with access to the Services and Website Content or portions thereof using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You are responsible for any password misuse or any unauthorized

access.

The security of your personal information is very important to Soundstripe. We use physical, electronic, and administrative measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. The safety and security of your information also depends on you. You are responsible for complying with these Terms and obtaining your own access to the Services and use of the Website Content. Unfortunately, the transmission of information via the Internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of personal information you transmit when using the Website, the Services, Soundstripe Library, or any Website Content. Any transmission of personal information is at your own risk.

9. **Fees for Plans; Renewals and Cancellation; Trial Period**

Fees for your use of Service will be in accordance with your selected plan and stated at the time of your purchase or sign-up, as applicable, and as provided on our Website. By selecting your particular plan, you represent and warrant that it is the appropriate plan for your intended and/or actual use. Unless otherwise set forth in a separate agreement between us and you, fees for Services and certain plans may change at any time. Fees may be subject to tax, collected by us or a third party through which you transact, and except as set out in these Terms are non-refundable. If your Service involves a recurring payment of a fee, unless you notify us before a charge that you want to cancel or do not want to automatically renew your Service, you understand it will automatically continue and you authorize us, or a third party through which you transact (without notice to you, unless required by applicable law) to collect the then-applicable fee and any taxes, using any credit card we have on record for you. **You can cancel at any time by emailing us at help@soundstripe.com or by logging into your account and navigating to the subscription page**. If you cancel your plan or Service, you will not receive a refund of any fees already paid, unless otherwise stated in these Terms or in a separate agreement between us and you.

If you do not timely pay your Fees, a late charge may be applied (computed daily from the date of the invoice at the lesser of one and one-half percent per month or the highest rate permitted by law) and you agree Soundstripe may withhold access to Website Content, the Soundstripe Library, and/or Services until you pay. You agree that all Fees are net amounts for the Services, Soundstripe Library, and/or Website Content and that payment of all taxes are ultimately your responsibility.

If you are dissatisfied with your experience in using your Soundstripe account, and you have not accessed, used, or licensed any Website Content or Services, you may request that we cancel your Soundstripe account within the first 30 days of setting up your account, in which case we may, in our sole discretion, refund all or a portion of the fees (however, no refunds are guaranteed).

From time to time, we may also offer Services that include a limited trial period where you can access and use Website Content in accordance with the plan you select but you are not responsible for paying any fees ("**Trial Period**") until the expiration of the Trial Period. Once your Trial Period expires, and if you have not cancelled your plan before the expiration of the Trial Period, we will automatically charge the recurring subscription fees that are applicable for such plan to the payment method you provided at the time you signed up for the plan. Your eligibility for a Trial Period is subject to any additional terms of that Trial Period. Your access to and use of any Website Content during the Trial Period is subject to these Terms and the features of your plan.

10. **Termination; Modifications**

The Services, Website Content, Soundstripe Library, plan, and any features, information, or content available therein, may be changed, cancelled, withdrawn, or terminated at any time in our sole discretion without notice to you. If we do so, we may give you a prorated refund based on the number of days remaining in your subscription plan unless we terminate your access to the Services for conduct that we determine, in our discretion, violates the

Terms, violates any applicable law, involves fraud or misuse of the Website Content or Service, or is harmful to our interests or another user. Your right to use the Service and access to Website Content will immediately terminate. We shall not be liable to you or any third party for any claims for damages arising out of any termination or suspension or any other actions taken by us in connection therewith.

Additionally, we reserve the right to accept, refuse or to restrict your use of any plan or Service or change your plan or Service based on your qualification for a specific plan or Service, in our sole discretion. You may not transfer or assign your plan or Service benefits, or any Website Content you access. We may take actions we deem reasonably necessary to prevent fraud and abuse, including placing restrictions on the or number of users on your account or the amount of Website Content that can be accessed at any one time.

11. **Links to Third-Party Sites**

The Website and/or Services may contain links to certain third-party sites. These sites are not under the control of Soundstripe. In addition, third-party sites may contain links to our Website. Soundstripe is not responsible or liable for, and makes no representations or warranties concerning, the content or material of any such third-party sites. The fact that the Website or the Services contain a link to any third-party site, or that a third-party site has provided a link to this Website, does not constitute an endorsement, authorization, sponsorship, or affiliation between Soundstripe and such third-party site's owners, operators, or maintainers. You acknowledge that any services, content, material, or information provided through such third-party sites are accessed at your own risk. Soundstripe is not responsible or liable for, and makes no representations or warranties with respect to, any particular information, software, products, services, or content found on any linked third-party sites, including, without limitation, the appropriateness of any products, services, or transactions described therein.

12. **No Reliance**

The content provided through the Website, Website Content, Soundstripe Library, and Services are for general information purposes only. Although we make reasonable efforts to update the information available therein, except as expressly set forth herein or in a separate agreement between us and you, we make no representations, warranties, or guarantees, whether express or implied, that such content is accurate, complete, or up to date, And your use of the Website, Website Content, Soundstripe Library and Services is at your own risk and neither Soundstripe, nor its directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors have any responsibility or liability whatsoever for such use.

The Website, Website Content, Soundstripe Library, and/or Services may include content provided by third parties, including from other users and third-party licensors. All statements and/or opinions expressed in any such third-party content, other than the content provided by Soundstripe, are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of Soundstripe. Neither Soundstripe, nor its respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors have any responsibility or liability whatsoever to you, or any third party, for the content or accuracy of any third-party materials.

13. **Ownership**

The Website, the Services, Soundstripe Library, and all Website Content appearing therein, including, but not limited to, all information, software, code, data text, displays, graphics, photographs, images, video, audio, music, broadcast, design, presentation, website layout, selection, and arrangement are owned by Soundstripe, its licensors, or other providers of such material and are protected in all forms by intellectual property laws, including, without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights.

All trademarks, service marks, logos, product and service names, designs, images, and slogans are trademarks

appearing within the Website, Website Content, Soundstripe Library, or Services are owned by Soundstripe or its affiliates or licensors. You must not use such marks without the prior written permission of Soundstripe. Other names, logos, product and service names, designs, images, and slogans mentioned, or which appear within the Website, or on the Services or the Website Content contained therein or in the Soundstripe Library are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner and may be a violation of federal or other laws and could subject the infringer to legal action. Except as otherwise set forth herein or in a separate agreement with you, Soundstripe does not represent or warrant that your use of the Website, any Website Content or the Services or Soundstripe Library will not infringe upon the rights of any third-party.

Without limiting the foregoing, if you have a Business or Enterprise Plan, you grant Soundstripe a limited, non-exclusive license to use your business name and logo solely for informational marketing purposes (i.e., to disclose that you utilize the Soundstripe Library). Subject to the Soundstripe Privacy Policy, any communication or material that you transmit to the Website or to us, whether by email or other means, for any reason, will be treated as non-confidential and non-proprietary user content ("**User Content**"). While you retain all ownership rights to the User Content, you hereby grant to Soundstripe an irrevocable, perpetual, fully paid up, world-wide, royalty-free, right to use, reproduce, edit, alter, display, transmit, prepare derivate works of, modify, publish, and otherwise fully exploit any User Content solely for the operation, development, diagnosis, and improvement of the Website, the Services, or any other products and/or services hereinafter developed by Soundstripe. By posting any User Content, you represent and warrant that you own or otherwise fully control all of the rights to your User Content, including, without limitation, all the rights necessary for you to provide, post, upload, input, or otherwise submit your User Content.

14. Soundstripe Library Content Availability and Indexing

Once we have selected specific Soundstripe Library content available to you under your plan, we encourage you to download the Soundstripe Library content promptly. As a convenience to you we may continue to make the specific Soundstripe Library content available to you under your plan available for re-download, but we do not guarantee that such Soundstripe Library content will be available for re-download and Soundstripe will not be liable to you if it becomes unavailable for further re-download. We may add or remove Soundstripe Library content from our plans and our Service at any time and make no guarantee as to the availability of specific Soundstripe Library content in any plan or as to any minimum amount of Soundstripe Library content in any plan. Some of the Soundstripe Library content may be offered in limited territories, and we may use geofiltering technology to restrict access outside of those territories. You understand and agree that temporary interruptions of service may occur as normal events that are out of our control. You also understand and agree that we have no control over the third-party networks or service(s) that we may use to provide you with Soundstripe Library content. You agree that, except as otherwise set forth herein or in a separate agreement with you, the Soundstripe Library content and Services available on this Site are provided "AS IS" and that we assume no responsibility for the timeliness, deletion, mis-delivery, or failure to store any Soundstripe Library content, communications, or personalization settings. While we have made reasonable efforts to correctly categorize, keyword, caption, description, and title the Soundstripe Library content, we do not warrant the accuracy of such information.

15. Third Party Platforms; Distribution Coverage

Soundstripe provides tools that enable you to link your account with third party applications, websites, and other services to make the Services, Soundstripe Library, and Website Content available to you as a user. If you do so, you may also be subject to the terms and conditions and privacy policy of the provider of that third party service provider. For example, by linking your account on Soundstripe with an account on YouTube, you are agreeing to be bound by and subject to YouTube's Terms of Service which are available here: https://www.youtube.com/t/terms.

Soundstripe is not responsible or liable for behavior, content or features of any third party application, website, or service.

16. **Disclaimers; Warranty**

EXCEPT AS OTHERWISE SET FORTH HEREIN OR IN A SEPARATE AGREEMENT WITH YOU, THE WEBSITE, Soundstripe Library, SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS," "WHERE IS," AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SOUNDSTRIPE MAKES NO, AND HEREBY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE Soundstripe Library, WEBSITE, SERVICES OR ANY CONTENT, OR THE AVAILABILITY, FUNCTIONALITY, PERFORMANCE, LOSS OF DATA OR RESULTS OF USE OF THE Soundstripe Library, WEBSITE, SERVICES OR ANY CONTENT. WITHOUT LIMITING THE FOREGOING, SOUNDSTRIPE EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE Soundstripe Library, WEBSITE, SERVICES OR ANY CONTENT WILL BE ACCURATE, ERROR-FREE, OR UNINTERRUPTED. FURTHER, TO THE FULL EXTENT PERMISSIBLE BY LAW, SOUNDSTRIPE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, NONINFRINGEMENT, COURSE OF DEALING OR COURSE OF PERFORMANCE.

EXCEPT AS OTHERWISE SET FORTH HEREIN OR IN A SEPARATE AGREEMENT WITH YOU, SOUNDSTRIPE DOES NOT WARRANT THAT THE Soundstripe Library, WEBSITE, CONTENT OR SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING APPS) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE Soundstripe Library, SOUNDSTRIPE WEBSITE, CONTENT OR SERVICES, SOUNDSTRIPE'S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM SOUNDSTRIPE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

If you have a Business or Enterprise Plan, Soundstripe represents, and warrants to you that (i) to the best of Soundstripe's knowledge, there are no actions, suits, proceedings, agreements, or other impediments, actual or threatened, which would prevent or impair it from granting the rights granted hereunder; (ii) the Soundstripe Library shall not infringe upon or violate the rights, copyrights or any other common law of statutory rights of any person or entity; (iii) the Website Content shall not knowingly contain any Malicious Code which is defined as (a) any undisclosed program routine, device or other feature or hidden file, including, without limitation, a time bomb, virus, software lock, trojan horse, drop-dead device, worm, malicious logic or trap door, that is designed to delete, disable, deactivate, interfere with or otherwise harm the Website Content or any hardware, software, data or other programs of Company, or (b) any transmitting or activating computer program, any communication feature or tool which enables Soundstripe to collect information regarding Company's activities or data, or any hardware-limiting, software-limiting, or services-limiting function (including, but not limited to, any key, node lock, time-out or other similar functions), whether implemented by electronic or other means, or (c) any viruses or malware

17. **Indemnification**

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Soundstripe, its subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your breach of these Terms, the Indemnity Carveouts, or your use of the Services, Soundstripe Library, or any Website Content therein, including, but not limited to, actions under your account name, your violation of any law or regulation or any rights of another, your User Content, third-party sites, and any use of content other than as expressly authorized under these Terms. We reserve the right, at your expense, to assume

the exclusive defense and control of any matter which you are required to indemnify against, and you agree to cooperate in our defense of such matter.

If you have a Business or Enterprise Plan, Soundstripe agrees to defend, indemnify and hold harmless you and your affiliates, officers, directors, and employees, from and against any and all claims, damages, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable outside attorney's fees) arising from: (i) Soundstripe's violation of these Terms; and (ii) the violation of any third-party rights, including, without limitation, copyright, in or to the Soundstripe Library, Services, and/or Website Content. The foregoing indemnity obligations do not apply with respect to portions or components of the Services, Soundstripe Library, or any Website Content (i) not created by or on behalf of Soundstripe, (ii) that are modified after delivery by Soundstripe where the alleged infringement relates to such modification, (iii) combined with other products, processes or materials (including a Project) where the alleged infringement relates to such combination, (iv) where you continue allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (v) where your use of the Services, Soundstripe Library, or any Website Content is not strictly in accordance with these Terms and all related documentation (collectively, the "Indemnity Carveouts").

The indemnity in this paragraph shall only apply up to One Million and 00/100 Dollars ($1,000,000.00) and shall only apply to a third-party claim that has been reduced to final, non-appealable adverse judgment by a court of competent jurisdiction or settled with the indemnifying party's prior written consent, not to be unreasonably withheld or delayed. The party seeking indemnification shall notify the indemnifying party of any such claim, demand, or action promptly after such party has been formally advised thereof, and the indemnifying party shall not settle any such claim, demand, or action without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. This indemnification will survive any termination of these Terms.

18. **Limitations**

EXCEPT WITH RESPECT TO AMOUNTS PAID TO THIRD PARTIES PURSUANT TO AN INDEMNIFICATION OBLIGATION HEREUNDER OR IN A SEPARATE AGREEMENT BETWEEN US AND YOU ("INDEMNITY EXCEPTION"), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, ANY COSTS OR EXPENSES IN CONNECTION WITH THE REPLACEMENT OF ANY PRODUCTS, GOODS, MATERIALS, OR SERVICES BOUGHT OR SOLD THROUGH THE WEBSITE, soundstripe library, OR THE SERVICES, OR ANY OTHER LOSSES, LOST PROFITS, LOSS OF DATA, OR OPPORTUNITY COSTS, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

SUBJECT TO THE INDEMNITY EXCEPTION, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY AMOUNTS IN EXCESS OF THE AMOUNT PAID TO SOUNDSTRIPE BY YOU, IF ANY, IN THE PRIOR TWELVE (12) MONTHS. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT (I.E., THE EXISTENCE OF MORE THAN ONE (1) CLAIM WILL NOT ENLARGE THIS LIMIT). ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO YOUR USE OF THE SERVICES OR THE CONTENT OR OUR RELATIONSHIP WITH YOU, REGARDLESS OF THEORY, MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION OR BE FOREVER BARRED.

19. **International Use, Sanctions, and Export Policy**

If you choose to access this Website from outside the United States, you are responsible for the taxation of products purchased over the Internet. Any offer for any Website Content or Service, and/or information made in connection with this Website, is void where prohibited. You may not use any Soundstripe Website Content or

Services if you are the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the governments of the country where you are using the Website, Website Content or Services. You must comply with all U.S. or other export and re-export restrictions that may apply to goods, software, technology, and services.

20. **Infringement Notices**

If you believe that any content on or in the Soundstripe Library, Website, Website Content or the Services violate or infringe upon your intellectual property rights pursuant to Title 17, United States Code, Section 512(c)(2), please notify us immediately of the alleged infringement at 21 Platform Way South, Suite 1400, Nashville, TN 37203 Attn: Contract Administration Dept. or music.admin@soundstripe.com with all specifics necessary for us to consider and respond to your complaint. You may be asked to provide additional information and follow additional procedures for us to act on your complaint.

If you learn that the Soundstripe Library, Website, Website Content or the Services is subject to a threatened or actual third party claim of infringement, violation of another right, or any other claim for which Soundstripe, the Website Content contributors or any of their respective affiliates may be liable, you will promptly notify Soundstripe of any such claim. If Soundstripe, the Website Content contributors or any of their respective affiliates learns of such a claim from you, the third party or otherwise and Soundstripe, in its sole good faith discretion, determine that the claim raises an inappropriate legal risk, upon notice from us, you will: (i) remove the content from your computer systems and storage devices (electronic or physical), and (ii) cease any future use of the content at your own expense if possible. If you do remove and cease use of the content, we may choose to refund your fees for the applicable content or without charge provide you with other content that we determine with your consent, not to be unreasonably withheld or delayed, is comparable, subject to the other terms and conditions of these Terms. Repeat infringers will be terminated and barred from using the Website.

21. **Binding Arbitration**

Any dispute or claim relating in any way to these Terms or your use of the Soundstripe Library, Website, Website Content, or Service will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow these Terms as a court would. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to the attention of Michael A. Johnson, c/o Johnson Evans & Headrick, P.C., 222 Second Ave. South, Suite 1250, Nashville, TN 37201, with a cc to Soundstripe, 21 Platform Way South, Suite 1400, Nashville, TN 37203. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than $10,000 unless the arbitrator determines the claims are frivolous. Likewise, Soundstripe will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the Venue or at another mutually agreed location. We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights. If any term of this Section is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or

unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

22. **Jurisdiction and Governing Law**

These Terms shall be construed, governed, and enforced under the laws of the United States and the State of Tennessee (without regard to rules governing conflict of laws). You agree that venue for all actions, relating in any manner to these Terms, shall be in Davidson County, Tennessee. In the event that Arbitration and Class Action Waiver is found to be unenforceable, each party hereby consents and submits to the in personam jurisdiction of the federal or state courts located in Davidson County, Tennessee, and to the extent permitted by law, hereby consents that all services of process may be made by any nationally recognized overnight courier, or by certified or registered mail, postage prepaid and return receipt requested. Each party waives any objection based on forum non conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above. Each party agrees that a final judgment in any such action shall be conclusive and may be enforced in any other jurisdiction in any manner provided by law.

23. **Electronic Communications**

When you use the Website, or Services, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site or through the other the Website or Services, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

24. **Force Majeure**

In addition to any excuse provided by applicable law, Soundstripe shall be excused from liability for non-delivery or delay in delivery of products, the Soundstripe Library, Website Content, or Services available through our Website arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to: labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

25. **Severability**

If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

26. **Entire Agreement**

These Terms constitute the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms may NOT be altered, supplemented, or amended by the use of any other document(s). unless set forth in a signed agreement between Soundstripe and you

27. **Compliance with Laws**

You agree to abide by all applicable local, state, national and international laws and regulations and you shall be solely responsible and liable for all acts or omissions that occur as a result of or while you access the Website, the Soundstripe Library, Website Content and/or the Services.

28. **Order of Precedence**

To the extent that anything in or associated with this Website is in conflict or inconsistent with these Terms, these Terms shall take precedence.

29. Survival

The Terms shall survive termination or expiration of your use of the Soundstripe Library, the Website, the Services, or your plan.

30. Third Party Beneficiary

Soundstripe, its content contributors or any of their respective affiliates are intended third party beneficiaries of these Terms; nothing in these Terms, express or implied, is intended to or shall confer upon any other third party any rights, benefits, or remedies of any nature whatsoever. You shall promptly reimburse Soundstripe, its content contributors and any of their respective affiliates for any costs (including reasonable attorneys' fees and court costs) that are incurred in collecting any fees or enforcing these Terms.

31. Waiver

No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms operates, or may be construed, as a waiver thereof; and no single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

32. Our Remedies

You agree that any violation, or threatened violation, by you of these Terms constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

33. Cure

No failure by Soundstripe perform any obligations under these Terms of Use shall be deemed a breach hereof, unless you have given written notice of such failure to Soundstripe and Soundstripe fails to cure such non-performance within thirty days.

34. Notice

By Mail: 21 Platform Way South, Suite 1400, Nashville, TN 37203 Attn: Contract Administration Dept.

By e-mail: help@soundstripe.com

35. Exceptions

If you are accepting these Terms on behalf of a United States federal government entity, then the following applies instead of the “Binding Arbitration” and “Jurisdiction and Governing Law” paragraphs above: the laws of the United States of America, excluding its conflict of laws rules, will apply to any disputes arising out of or related to these Terms. Solely to the extent permitted by United States Federal law: (i) the laws of the State of Tennessee will apply in the absence of applicable federal law; and (ii) FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN DAVIDSON COUNTY, TENNESSEE.

If you are accepting these Terms on behalf of a United States city, county, or state government entity, then the following applies instead of the “Binding Arbitration” and “Jurisdiction and Governing Law” paragraphs above: the parties agree to remain silent regarding governing law and venue.