

THIS TUNESAT, LLC SUBSCRIBER AGREEMENT ("SUBSCRIBER AGREEMENT") IS A LEGALLY BINDING AGREEMENT BETWEEN EACH END USER (I.E., A PURCHASER OF THE TUNESAT, LLC SERVICE REQUIRING A FEE) ("YOU" OR "YOUR") AND TUNESAT, LLC ("TUNESAT" OR "COMPANY"). BY CLICKING ON THE "I AGREE" BUTTON BELOW, YOU ARE INDICATING THAT YOU HAVE READ THIS SUBSCRIBER AGREEMENT, THAT YOU UNDERSTAND IT, THAT YOU CONSENT TO BE BOUND BY ALL THE TERMS AND CONDITIONS, AND THAT YOU ARE OVER THE AGE OF EIGHTEEN. IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD CLICK "I DO NOT AGREE," AND STOP THE REGISTRATION PROCESS.

This Subscriber Agreement is in addition to the Tunesat Terms of Use which you must also agree to in order to use the Service. By clicking the "I Agree" button you not only agree to the terms set forth herein, but you affirm you consent to the Tunesat Terms of Use located on the Tunesat website ("Website"). The Terms of Use are hereby incorporated by reference hereto and made a part of this Subscriber Agreement. If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (ii) you have read and understand this Subscriber Agreement; and (iii) you agree, on behalf of the party that you represent, to this Subscriber Agreement. If you don't have the legal authority to bind your employer or the applicable entity, please do not click the "I Agree" button below. This Subscriber Agreement governs your access to and use of the Service, under the following terms and conditions:

1. The Service

1.1 You hereby engage Company to perform certain services agreed to by the parties in connection with your particular business needs (collectively, the "Service"). The Service includes Company using its proprietary software system to: (a) detect performances of Audio (defined below) in certain media ("Media") as selected by you at the time of signing up for the service or as later amended; (b) collect data detailing such performances, which data shall include time, date, duration and source of each such Audio performance (the "Reports") and will be made available to you through the online portal on the Website.

1.2 "Audio" is defined as musical compositions and/or sound recordings submitted to Company by you for the purposes described herein and related thereto.

1.3 "Acoustic Fingerprint" is defined as a unique code generated from Audio.

1.4 "Detection Territory" shall mean the territory specified as part of your registration.

1.5 "Popular Music" is defined as music that is generally created for sale to the general public for use their recreational use and is usually associated with an artist (i.e. pop singers, rock bands, indie artists, hip-hop artists, singer-songwriters etc).

1.6 "Production Music" is defined as music that is primarily created to be used as part of a production, such a TV show, movie or a radio program and is generally owned by production music libraries and/or individual composers and is not generally offered to the public for sale and typically not related to a particular artist or band.

2. Term

2.1 The term of this Subscriber Agreement shall commence as of the date you click the "I Agree" button ("Effective Date") and shall terminate one (1) month after the Effective Date (the "Term"). The Term shall be automatically renewed for successive one (1) month periods, however either party may terminate the renewal by written notice or by following the cancellation process located in your account section of the Website received by the other party no less than five (5) days prior to the end of the Term or any succeeding period. Notwithstanding the foregoing, Company may terminate this Subscriber Agreement immediately in the event of a breach of this Subscriber Agreement by you.

2.2 No termination of this Subscriber Agreement will relieve the parties of their obligations with respect to events that occurred prior to the termination, including but not limited to your obligation to pay Company all fees described below in paragraph 4.

2.3 Notwithstanding anything contained in this agreement, including but not limited to the renewal terms in paragraph 2 or the change in fee language in paragraph 4.3, Company reserves the right to withdraw the web monitoring service from Client's agreement. To the extent that Client is only subscribing to Company's web monitoring service, then company shall have the right to terminate this agreement at the end of the current Term without any notice to you. To the extent that Client is subscribing to both Company's TV monitoring service and Company's web monitoring service, Company shall be entitled to reduce Client's service to TV monitoring only and Client's new fees shall be adjusted to the rates as outlined on Tunesat.com for Client's current level of TV monitoring service. Client may reject any such changes upon written notice to Company no later than thirty (30) days from the date it receives such notice from Company. Client's sole and exclusive remedy for such change in service will be to terminate Client's service on a prospective basis.

3. Procedure

You will upload to the Website via the on-line tools provided by Company a digital file of all Audio data you want Company to monitor and evaluate (the "File"), which File shall be of CD quality, currently standardized as a 44.1 KHZ 16-bit.WAV file. You will also upload to the Website via the on-line tools provided by Company all digitally embedded identifying information reasonably required by Company (the "Metadata"), in the form requested by Company. Company reserves the right to revise the Metadata format by written notice to you. Company shall use reasonable efforts to include newly uploaded Files within five (5) business days following such upload of new material. You understand and agree that the Service may not detect Audio which is not uploaded in the proper format. You grant to Company during the Term a non-exclusive, royalty-free license to use, reproduce, modify and display the Metadata and Audio provided by you hereunder for the purposes described herein and for other related purposes.

4. Fees

Applicable fees for the Service may be based on the particular level of services (i.e., size of the Audio database monitored by Company) requested from Company. In consideration of your use of the Service during the Term you agree to the following:

4.1 Monthly Fees: You will pay to Company a monthly fee based on the number of Audio files allowed to be uploaded as part of your subscription plan as agreed upon by you when you register with the Service, or as later increased at your request. The initial payment shall be due upon registration. Each subsequent payment will be due monthly on the anniversary of the initial payment.

4.2 Setup Fee: You will pay to Company a setup fee based on the number of Audio files allowed to be uploaded as part of your subscription plan as agreed upon by you when you register for the Service, or as later increased at your request. The payment will be due upon registration or upon the increase in uploaded Audio files as requested by you.

4.3 Payment: You hereby authorize Company to charge your credit card starting on the Effective Date and on a monthly basis thereafter during the Term. If any of your payments are rejected, you understand that you will be charged a late fee of up to 1.5 percent per month (18 percent annually) on the unpaid balance, or a flat \$5 per month, whichever is greater if allowed by law in the state or jurisdiction of your billing address. You understand that this authorization will be in effect until the Term expires. Additionally, you hereby authorize Company to charge your credit card for all fees due under this Subscriber Agreement, including but not limited to those listed in this paragraph 4.3. Your account may be deactivated without notice to you if payment is due, regardless of dollar amount.

4.4 At any time after the first 12 month period of the Term, Company may change any of the fees it charges you. Such changes in fees shall be effective thirty (30) days after you receive

written notice from Company of the change. You may reject any such fee changes by written notice to Company no later than thirty (30) days from the date you receive the fee change notice from Company. Within ten (10) days thereafter, Company shall elect to either continue to provide the Service under the prior terms or terminate your Subscriber Agreement, which decision shall be effective ten (10) days after notice to you. You hereby give consent to Company to email you with notices concerning a material change in the fees charged or billing methods.

4.5 All fees paid and charges made prior to termination as provided herein, including any advance charge or payment for the subscription term during which you terminate your subscription, are nonrefundable. Termination of your subscription will not relieve you of any obligations to pay accrued charges.

4.6 All payments must be made by VISA, Mastercard, American Express or Discover Card. We do not accept cash, check or any other payment form. As between you and Company, you are responsible for paying any amounts for the services billed to your credit card by a third party who had access to your credit card or credit card number, whether or not such amounts were authorized by you. You agree to pay all fees and charges incurred in connection with your subscription and its password (including applicable taxes) at the rates in effect when the charges were incurred. If Company does not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by Company.

4.7 This paragraph 4 shall survive termination of this Subscriber Agreement.

5. Ownership of Materials

As between you and Company, you understand and agree that: (i) Company solely owns and controls all material created, developed and/or provided hereunder (except the material specifically provided by you, including, without limitation, the Audio and Metadata), and the Acoustic Fingerprints and all modifications thereof including, without limitation, computer programming code, all technical data, improvements, reports and other materials, forms, images, text viewable on the Internet, trade secrets, know-how, and confidential or proprietary information created relating to the services to be provided hereunder or the Service, all documentation and other materials provided by Company, and comments relating thereto; and (ii) Company solely owns and controls all intellectual property rights in and to all materials provided by Company hereunder, Acoustic Fingerprints and all other aspects of the Service. You shall take such actions as Company may reasonably request to evidence and protect Company's ownership rights. You shall not, and shall not permit or cause any other party to use any materials provided hereunder (except the material specifically provided by you), for any use or purpose not expressly permitted by this Subscriber Agreement. In the event that you are deemed to own or control any of the above rights, you hereby agree that all rights therein are deemed irrevocably transferred to Company by virtue of this Subscriber Agreement. You will execute

and deliver to Company such instruments of transfer and other documents regarding the rights of Company as Company may reasonably request. Company may sign such documents in your name (and you hereby appoint Company as its agent and attorney-in-fact for such purposes) and make appropriate disposition of them consistent with this Subscriber Agreement.

6. Publicity

Company shall have the right to release general information, publicity, press releases and advertising regarding its relationship with the other party and the services and materials created and/or provided hereunder. Additionally, Client grants to Company the right and license to include Client's logo, including but not limited to any associated trademarks or other marks, to identify Client as a client of Company, including but not limited to uses on Company's website, in Company's newsletters and in Company's social media.

7. Representations and Warranties; Indemnification

7.1 Each party represents and warrants to the other that (i) it has full power and authority to enter into this Subscriber Agreement and to grant the rights granted by this Subscriber Agreement and to carry out its obligations hereunder, that no consent of any other person or entity is required to grant such rights or carry out such obligations, and that the entering into and performance of this Subscriber Agreement will not violate any other agreements to which it is a party; (ii) the materials and the Service provided hereunder, when used specifically as described herein, do not and will not infringe or misappropriate any copyright, trademark, patent, publicity right, trade secrets or any other rights of any third persons; and shall not be libelous or defamatory; and (iii) it is the owner of or otherwise has the right to use and distribute all materials and the Service provided hereunder.

7.2 You represent and warrant to Company that you have all rights necessary to grant to Company the use of the Audio and any other materials submitted by you to Company as permitted herein, and that any use whatsoever of the Audio or other materials by Company, including, without limitation, the playing, copying, and transmission thereof, and that such use will not infringe the rights of any other party or subject Company to any actions, claims or proceedings.

7.3 Subject to paragraph 9 below, each party shall promptly indemnify and save the other (and its members, managers and employees) harmless from and against all third party claims, losses, damages, liabilities and expenses (including reasonable outside attorneys' fees) incurred by an indemnified party resulting from the indemnifying party's breach, alleged breach or default of its representations, warranties or obligations under this Subscriber Agreement.

7.4 This Service is provided “AS IS” and “AS AVAILABLE” without any representation or warranty of any kind, express or implied, as to the Service or its operation. To the maximum extent permitted by law, Tunesat and its affiliates or partners disclaim all warranties, including without limitation, any implied warranties of merchantability and fitness for a particular purpose. Tunesat makes no warranty that the Service will meet your requirements, or that the Service will be uninterrupted, timely, secure, or error-free

8. Force Majeure; Third Party Actions

Neither party shall be liable to the other for its failure to carry out its obligations under this Subscriber Agreement if such failure is caused by fire, flood, riot, act of God, war hostilities, governmental interference, embargoes or any other cause beyond the control of such party, provided the non-performing party promptly notifies the other party in writing of such failure and the reason therefor. If such force majeure event continues in excess of four (4) weeks, the notified party may terminate this Subscriber Agreement immediately upon notice to the non-performing party.

9. Limitation of Liability

Company will use reasonable efforts to insure that the Company issues the Reports in an accurate and timely manner. However Company shall have no liability to you with respect to lost data, failures of detection, and/or errors in monitoring or reporting. The maximum liability Company will have to you or any third party under this Subscriber Agreement will equal the amount of the most recent Monthly Fee. In no event will Company be liable to you or any other party for lost profits, incidental and/or consequential damages. You shall not be entitled to recover damages or to terminate this Subscriber Agreement by reason of any breach by Company of its material obligations hereunder, unless Company has failed to remedy such breach within thirty (30) days following receipt of your notice thereof.

10. Assignment

Neither this Subscriber Agreement nor any rights or obligations hereunder may be assigned by either party hereto, provided either party may assign this Subscriber Agreement to any affiliate or in connection with a merger or sale of its assets or equity. Except as otherwise provided

herein, the terms and conditions of this Subscriber Agreement shall inure to the benefit of, and be binding upon, the respective successors and assigns of the parties.

11. Notices

All notices required to or permitted to be given under this Subscriber Agreement to Company shall be in writing and shall be given by hand delivery, overnight mail, or by registered or certified mail, return receipt requested, to Company at 1650 Broadway, Suite 1108, New York, NY 10019, or at such other address of which Company may have sent notice under this paragraph. Notices shall be deemed to have been received one (1) business day after being sent if sent by overnight mail or via hand delivery, and three (3) business days after being sent by registered or certified mail. Copies of all notices to Company shall be simultaneously sent to Law Offices of Jeffrey B. Gandel, 1623 Third Ave, Suite 22A, New York, NY 10128, Attn: Jeffrey Gandel, Esq. All notices required to or permitted to be given under this Subscriber Agreement to you shall be sent via e-mail at the addresses set forth above in your registration, or at such other e-mail address to which the parties may have sent notice under this paragraph.

12. Entire Agreement

12.1 Each party acknowledges that it has read this Subscriber Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Subscriber Agreement together with the on-line registration form and Terms of Use are the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Subscriber Agreement together with the on-line registration form may not be modified except by a written instrument duly executed by Company. No waiver of any breach or condition of this Subscriber Agreement shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. If any part of this Subscriber Agreement shall be adjudged by any court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby and shall be enforced to the maximum extent permitted by applicable law. The section and paragraph headings in this document are intended for convenience only, and shall not be of any effect in construing the contents of this Agreement. Any and all riders, exhibits or schedules annexed hereto together with this basic document shall constitute this Agreement.

12.2 Each party is an independent contractor in relation to the other party with respect to all matters arising under this Subscriber Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties.

13. Choice of Law

This Subscriber Agreement shall be governed by and construed under the laws of the State of New York. Any controversy or claim arising out of or relating to this Subscriber Agreement shall be brought only in the state and federal courts located in New York County. You will promptly reimburse Company for any legal fees or expenses reasonably incurred by Company in collecting any payments due it from you under this Subscriber Agreement. The parties hereto specifically consent to personal jurisdiction of said courts. Any process in any action, suit or proceeding arising out of or relating to this Subscriber Agreement may, among other methods, be served upon either party hereto by delivering it or mailing it in accordance with paragraph 11 hereinabove. Any such delivery or mail service shall be deemed to have the same force and effect as personal service in New York. To the extent applicable, the parties expressly confirm their intention and desire that any judgment by a court of competent jurisdiction in connection with an action relating to this agreement be enforceable by the courts located within the jurisdiction in which the non-prevailing party may be located.

14. Refund Policy

Tunesat does not offer any refunds relating to the Site, the Service and/or anything related thereto.

15. Ability to Accept Terms of Service

You affirm that you are at least 18 years of age, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Subscriber Agreement, and to abide by and comply with this Subscriber Agreement. If you are under 18, you are not permitted to enter into this Subscriber Agreement. You also represent that the jurisdiction from which you access the Website does not prohibit the receiving or viewing of explicit content.