

**END USER LICENSE AGREEMENT FOR GRANT OF LIMITED, NON-EXCLUSIVE
LICENSE FOR NON-COMMERCIAL USE OF MUSICAL WORK AND MOBILE APP**

This End User License Agreement for Grant of Limited, Non-Exclusive License for Non-Commercial Use of Musical Work and Mobile App (the “Agreement”) is hereby entered into by and between ALP Music, L.L.C. (“ALP”), a Michigan Limited Liability Company, and “Licensee,” the person or entity downloading or otherwise accessing a certain musical work owned by ALP, by way of the ALP Music Mobile App (collectively, “the Parties”), pursuant to the terms and conditions set forth herein.

RECITALS

WHEREAS ALP is in the business of creating, producing, recording, and licensing all manner of musical works for use in commercial media.

WHEREAS ALP has made available for its customers certain of its musical works through its ALP Music Mobile App (the “ALP Music App”), by way of certain third-party mobile delivery platforms, including without limitation, Apple, Inc.

WHEREAS ALP is the rights holder of a certain musical work (“the Work”) made available on the ALP Music App.

WHEREAS Licensee desires to obtain a limited, non-exclusive license (the “License”) for the utilization of the Work, accessed by way of the ALP Music App, for the limited, non-commercial purposes set forth herein below.

WHEREAS while this Agreement is entered into by and between Licensee and ALP only, the Parties acknowledge and intend that Licensee’s use of the ALP Music App and the Work will not conflict with the terms and conditions of the applicable third-party digital platform by which the ALP Music App and the Work are made available, including, without limitation, the Apple Media Services Terms and Conditions in effect as of the effective date of this Agreement.

These Recitals are contractual and deemed a substantive part of this Agreement.

The Parties additionally agree to be bound by the following Terms and Conditions:

TERMS AND CONDITIONS

1. Subject of License: ALP agrees to grant to Licensee the right to use the ALP Music App and the Work, as selected by Licensee on the ALP Music App, for the limited purpose set forth in Paragraph 2 herein. For purposes of this Agreement, the Work is specifically the song identified in the Audio Card, as selected by Licensee for download on and through the ALP Music App.

2. Scope of License: The License granted by ALP to Licensee in the Work, and for use of the ALP Music App, is limited and non-exclusive. The License granted hereunder is expressly and wholly limited to the Work selected by Licensee from the ALP Music App and no other musical work or other property of ALP whatsoever. Licensee represents and warrants that its use of the ALP Music App and the Work is and shall be solely for a non-commercial purposes.

Licensee shall not utilize the ALP Music App or the Work for any other purpose whatsoever. Nothing herein shall be construed to limit in any way whatsoever ALP's right to additionally and/or contemporaneously license the Work to third parties, utilize the ALP Music App, or to otherwise exercise its rights as the rights holder in the Work and the ALP Music App or otherwise.

For Apple users: The License granted herein is additionally limited to a non-transferable license to use the ALP Music App on any Apple-branded Products that Licensee owns or controls and as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions, except that the ALP Music App may be accessed and used by other accounts associated with the Licensee via Family Sharing or volume purchasing.

3. Term of License: This License shall automatically terminate in the event of Licensee's breach of any provision hereunder. The License shall also automatically terminate when the events comprising the purpose for Licensee's non-commercial use of the Work, as set forth in Paragraph 2 herein, have concluded. Upon such automatic termination, Licensee shall immediately cease all use of the Work and shall not continue any use of the Work.

4. Consideration: As consideration for ALP granting the License for use of the Work hereunder, accessed by way of the ALP Music App, Licensee shall pay to ALP the amount of Fifteen Dollars (\$15.00), which the Parties acknowledge to be sufficient consideration.

5. Delivery and Maintenance: ALP's delivery of the Work to Licensee shall be in the form of a download by way of the ALP Music App. ALP maintains the ALP Music App; Licensee should direct all inquiries relating to technical support and other issues to ALP at info@alpmusic.com, or at ALP Music, LLC 3841 Cornell St. Dearborn, MI 48124.

For Apple users: the Parties acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the ALP Music App.

6. All Rights in Work and ALP Music App Reserved by ALP: ALP Music, LLC (or such other name under which it may do business) is and shall be the sole and exclusive owner of the Work and the ALP Music App, and the sole and exclusive holder of all rights pursuant to the Work and the ALP Music App, including, without limitation, all associated copyright(s), trademarks, patents, business processes, software, code, text, and images, as well as all associated rights, royalties, income, etc. Nothing in this Agreement shall be construed as conferring upon Licensee any rights or interest in the Work, the ALP Music App, or any other of ALP's property rights whatsoever, other than the limited, non-exclusive License set forth herein.

7. Limited Use of Licensee's Name. Licensee hereby agrees to and does grant to ALP authorization to utilize and refer to Licensee's name and associated marks in ALP's brochures, marketing materials, web site, social media, and related media and materials in reference to Licensee's status as a customer of ALP.

8. Breach and Damages: The Parties expressly acknowledge and agree that any utilization of the Work in breach of this Agreement by Licensee will result in injury to ALP and that Licensee shall be liable for all damages resulting from such breach. The Parties additionally acknowledge and agree that in the event of any breach, ALP will suffer irreparable and immediate harm. Therefore, ALP shall be entitled to all available equitable relief, including injunction without the posting of any bond or other security or proof of damage, as well as to its other legal remedies. No failure or delay by ALP in exercising any right, power or privilege hereunder shall

operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any right, power or privilege hereunder. Failure of Licensee to provide full and final payment in compliance with Paragraph 4 of this Agreement shall render Licensee liable for any and all fees and costs incurred by ALP in efforts to collect the amount owed, including, without limitation, reasonable attorney fees and costs.

9. Assignment: The License granted under this Agreement is non-transferable and non-assignable by Licensee, except upon the express, written consent of ALP, in ALP's sole discretion. Any purported assignment or transfer of the License by Licensee shall be deemed null and void and may be deemed by ALP, in its sole discretion, as a breach of this Agreement.

10. No Employment Relationship: Nothing herein shall be construed as creating an employment relationship between the Parties.

11. Indemnification: Licensee expressly acknowledges that it is solely responsible for its utilization of the ALP Music App and the Work licensed hereunder. Licensee further warrants that its utilization of the Work and the ALP Music App shall be solely for lawful, non-commercial purposes and that its obtaining of the License under this Agreement, and Licensee's utilization of the ALP Music App and/or the Work, are not in violation of any agreements Licensee has or may have with any third parties. Licensee further agrees to indemnify and hold harmless ALP Music, LLC, its subsidiaries, related entities, owners, officers, members, agents, successors, heirs, and assigns (the "Indemnified Parties") for – and to defend the Indemnified Parties at Licensee's sole cost and expense against – any and all claims and liability arising directly or indirectly out of License's utilization of the ALP Music App and/or the Work.

12. No Warranty by ALP Music: Licensee acknowledges that its use of the ALP Music App and the Work are on an as-is, and as-available basis, and at Licensee's own risk. Licensee further acknowledges that its use of the ALP Music App and/or the Work may require the utilization of services provided by third-parties, for which ALP assumes no responsibility or liability whatsoever.

ALP MUSIC EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AS TO THE WORK, THE ALP MUSIC APP, AND ANY THIRD-PARTY SERVICES RELATING TO USE OF THE ALP MUSIC APP AND/OR THE WORK, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OF NON-INFRINGEMENT. TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT SHALL ALP BE LIABLE FOR ANY ALLEGED DAMAGES OR SUBJECT TO ANY INJUNCTIVE RELIEF ARISING OUT OF THIS AGREEMENT OR RELATING THE USE OF THE ALP MUSIC APP AND/OR THE WORK WHATSOEVER.

For Apple users: notwithstanding the foregoing, to the extent applicable, in the event of any failure of the ALP Music App to conform to any warranty, Licensee may notify Apple, and Apple will refund the purchase price (if any) for the ALP Music App to Licensee. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the ALP Music App. The Parties acknowledge that Apple is not responsible for addressing any claims of Licensee or any third party relating to the ALP Music App or Licensee's possession and/or use of the ALP Music App, including, but not limited to: (i) product liability claims; (ii) any claim that the ALP Music App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation. In the event of any third-party claim that the ALP Music App or Licensee's

possession and use of the ALP Music App infringes that third party's intellectual property rights, Apple shall bear no responsibility for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

13. Governing Law and Jurisdiction: Any dispute arising out of this Agreement shall be subject to the laws of the State of Michigan. Any such dispute shall be subject to the jurisdiction of a court of competent jurisdiction in Wayne County, Michigan; provided, however, that the Parties may agree to an alternative means of dispute resolution upon mutual, express, written consent of both Parties.

14. Severability: Should any provision of this Agreement be found to be void or unenforceable for any reason, such provision(s) shall be severable and the remaining portions of the Agreement shall survive, remaining valid and enforceable.

15. Miscellaneous Provisions:

- a. Licensee agrees that it has read, understood, and accepts the ALP Music App Privacy Policy (the "Privacy Policy") relating to use of the ALP Music App.
- b. This Agreement, in conjunction with the additional terms and conditions set forth in the accompanying Privacy Policy acknowledged by Licensee pursuant to its use of the ALP Music App, which Privacy Policy is incorporated by reference herein and made a substantive part of this Agreement, shall combine to govern the relationship of the Parties.
- c. This Agreement and such Privacy Policy represent the complete, entire, and integrated agreement of the Parties with respect to the subject matter thereof.
- d. This Agreement shall be deemed to have been drafted by both Parties.
- e. This Agreement may not be modified or amended except in writing, signed by all parties hereto, and at ALP's sole discretion.
- f. This Agreement shall inure to the benefit of ALP's successors, heirs, and assigns.
- g. Licensee represents and warrants that (i) Licensee is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) Licensee is not listed on any U.S. Government list of prohibited or restricted parties.
- h. For Apple users: Apple, and Apple's subsidiaries, are third party beneficiaries of this License solely to the extent necessary to enforce the provisions applicable to Apple users set forth herein. Upon Licensee's acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Licensee as a third party beneficiary as provided in this subsection; provided, however, nothing in this subsection or in this Agreement shall be deemed to transfer to Apple any right, title, interest, or ownership in the Work, the ALP Music App, or any other property of ALP whatsoever, or otherwise alter the rights reserved by ALP under this Agreement whatsoever.

16. Survival of Certain Provisions: The provisions of Paragraphs 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 (including all subparts), 16, and 17, as well as all provisions regarding the restrictions of the scope of the License and the other limitations on Licensee's permitted use of the Work, and the ALP Music App contained in this Agreement shall survive termination of the License granted hereunder.

17. Acknowledgement of Opportunity to Review: Licensee acknowledges that it has been given sufficient opportunity to review the terms of this Agreement and, as well as the opportunity to seek and obtain legal counsel prior to signing this Agreement.

By checking “Accept” with respect to acceptance of this Agreement by way of the ALP Music App, or otherwise by downloading and/or using the Work, Licensee agrees to be bound by the terms and conditions of this Agreement.