

MAJR TECHNOLOGY CORPORATION  
TERMS OF USE  
Last Updated October 12<sup>th</sup> 2023

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**This Agreement (this “Agreement”) is entered into between Majr Technology Corporation, a Delaware corporation (the “Company”), and the individual or entity accepting this agreement via account creation (the “Customer”) as of the date of account creation at <http://start.majr.app>. (the “Effective Date”).**

1. License Grant. Subject to the terms and conditions hereof, Company grants to Customer, for the Sales Period specified in Section 2, a limited non-exclusive, non-transferable, revocable right and license to access and use the Company online Artist Platform (“Artist Platform”), a system designed to connect artists and fans directly.
2. Sales Period. Company will make the Artist Platform available to Customer for one year from the Effective Date. It is mutually agreed by both parties that the Sales Period will automatically renew.
3. Termination. The rights to the Artist Platform granted hereunder can be terminated upon written request within fourteen days of the termination of the Sales Period. Additionally, either party may terminate this Agreement upon written notice to the other party at any time. Sections 4 through 10 will survive termination of this Agreement. Company agrees to remove Customer from Artist Platform within fourteen days of receiving written notice of termination from Customer.
4. Songs. The Customer acknowledges they may upload and distribute Master Sound Recording(s) through Artist Platform (the “Songs”).
5. The Offer (the “Offer”) is the unique digital merchandise that is made available via Artist Platform and is distributed to online fan communities. The Offer is understood to be a bundle that may, but not necessarily, include Songs and various digital media assets (the “Story”) directly and in association with the creation, production, performance and marketing of the Songs.
6. Proprietary Rights; Confidentiality; Restrictions. Customer acknowledges that the Artist Platform may contain confidential information and trade secrets of Company and its licensors. Customer will not: copy, distribute, sell, sublicense or otherwise transfer or make available the Artist Platform or any portion thereof to any third party; remove from view any copyright legend, trademark or confidentiality notice appearing on the Artist Platform; modify, adapt, translate, reverse engineer, decompile or derive the source code for the Artist Platform, or authorize a third party to do any of the foregoing. Customer will not use the Artist Platform or any documentation provided therewith for any purpose other than Customer’s intended usage of the Artist Platform and the provision of Feedback (as defined in Section 9) to Company. Customer will not disclose to any third party, except with the prior written approval of Company, any information about the Artist Platform, its features, Feedback, related technical information identified as confidential, or the results of any performance or functional evaluation or test of the Artist Platform (the “Confidential Information”). Customer will use no less than all reasonable efforts to protect the Confidential Information from unauthorized use or disclosure. Customer may disclose Confidential Information only to those of its employees who have a bona fide need to know such information for Customer’s evaluation of the Artist Platform and who have first executed a written agreement that contains use and nondisclosure restrictions at least as protective as those set forth herein. Customer will immediately report any violation of this provision to Company and will employ all reasonable means to mitigate any damages or losses that Company may incur as a result of any such violation. Customer’s rights in the Artist Platform will be limited to those expressly granted in Section 1. Company and its licensors reserve all rights and licenses in and to

the Artist Platform not expressly granted to Customer hereunder.

7. Artist Platform Availability. Company may make the Artist Platform available to Customer by providing account and login information. Customer is responsible for maintaining the confidentiality of its Artist Platform access information and for any access to the Artist Platform via Customer's account. Company may provide Customer with reasonable assistance in connecting to and using the Artist Platform .
8. No Warranty. THE ARTIST PLATFORM IS PROVIDED "AS-IS." COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AND ANY WARRANTIES ARISING OUT OF OF DEALING OR USAGE IN TRADE. Company will make all reasonable efforts to address issues relating to reasonable access and performance of Artist Platform.
9. Acknowledgment of Artist Platform . Customer acknowledges and agrees that: (a) the Artist Platform is constantly being updated to address customer and market feedback; (c) the Artist Platform may contain errors, design flaws or other bugs. Customer is solely responsible for maintaining and protecting all data and information that is retrieved, extracted, transformed, loaded, stored or otherwise processed by the Artist Platform . Customer will be responsible for all costs and expenses required to backup and restore any data and information that is lost or corrupted as a result of Customer's use of the Artist Platform .
10. Limitation of Liability. EXCEPT AS OTHERWISE REQUIRED BY LAW, THE LIABILITY OF COMPANY AND ITS LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE ARTIST PLATFORM , OR FOR ANY ERROR OR DEFECT IN THE ARTIST PLATFORM , OR FOR THE PROVISION OF TECHNICAL SUPPORT, TRAINING OR OTHER SERVICES IN CONNECTION THEREWITH, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED \$100. IN NO EVENT WILL COMPANY OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS, REVENUE, DATA OR DATA USE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. The limitations of liability set forth in this Agreement reflect the allocation of risk negotiated and agreed to by the parties. Company would not enter into this Agreement without these limitations on its liability. These limitations will apply notwithstanding any failure of essential purpose of any limited remedy.
11. Feedback. Customer will or may provide reasonable feedback to Company concerning the features and functionality of the Artist Platform ("Feedback"). All such Feedback will be the sole and exclusive property of Company. Customer hereby irrevocably transfers and assigns to Company and agrees to irrevocably assign and transfer to Company all of Customer's right, title, and interest in and to all Feedback including all intellectual property rights therein (collectively, "Intellectual Property Rights"). Customer will not earn or acquire any rights or licenses in the Artist Platform or in any Company Intellectual Property Rights on account of this Agreement or Customer's performance under this Agreement, even if Company incorporates any Feedback into the Artist Platform .
12. Audit. Company may, at any time during the term of this Agreement, upon reasonable written notice and during Customer's normal business hours, audit Customer's use of the Artist Platform at Customer's premises, as reasonably necessary to confirm that Customer is using the Artist Platform in accordance with the terms and conditions of this Agreement. Company may use a

third-party organization reasonably acceptable to Customer to assist Company in conducting such an audit. Customer will cooperate with Company in such audit and will promptly make available to Company all information and materials reasonably required by Company to conduct such an audit.

13. General. Customer may not assign or otherwise transfer, by operation of law or otherwise, any of its rights under this Agreement without Company's prior written consent, and any attempted assignment without such consent will be null and of no effect. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, communications and understandings with respect to the evaluation of the Artist Platform and shall be construed in accordance with the laws of the State of California (excluding its body of law controlling conflicts of law). The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision will be construed so as to be enforceable to the maximum extent permissible by law, and the remaining provisions of the Agreement will remain in full force and effect. The waiver of any breach or default will not constitute a waiver of any other right hereunder or of any subsequent breach or default. All notices required or permitted under this Agreement will be in writing and delivered in person, by confirmed facsimile transmission or by overnight delivery service and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth below or to such other address as may be specified by either party to the other in accordance with this Section.

The intent to do business together is based on the following timely exchange of activities and conditions:

#### **14. Services**

*The Company is to provide:*

- Unique Offer(s) designed for the Customer
- Early and free access to Artist Platform for the Customer and mutually agreed upon fans of Offer(s)
- Dedicated co-engineering services based on Customer and fan feedback
- Sales & Marketing support for Customer as featured artists

*Customer is to provide:*

- Original and independently owned Songs and the Story assets (outlined below) for development of the Offer(s) and promotional materials
- Feedback on the Offer(s) for a timely release
- Promotional support upon public release

If Customer does not independently own or control the Master Recording(s) being used for Offer(s), Customer agrees that before signing this document they will obtain written permission from additional Master Rights Holder(s) and retain copies of written permission which shall be furnished in a timely manner upon request for the intended usage on Artist Platform.

#### **15. Story**

In order for the Company to deliver on services highlighted in (i) above, Customer will provide a variety of media assets, targeting a minimum of thirty (30), which the Company may use in the development and production of Offer(s). It is understood that the Customer owns or has secured copyright permissions for any media assets provided to the Company for usage on Artist Platform. This

may include a combination of the following materials:

1. Demos
2. BTS Images
3. Lead Sheets
4. Artist Logos/Artwork
5. Official Music Video
6. Progression of Lyrics
7. Videos (Studio, Recording, Live Performances)
8. Studio Versions
9. Master Song Recording

#### 16. Timing & Agreement

Public release date(s) to be mutually agreed upon by both parties based on marketing objectives, joint reviews and engineering milestones. The timeline of events, including actions responsible to both parties, is and will be tracked in a **Joint Marketing Plan** created together between Customer and the Company.

#### 17. Marketing Release

Customer authorizes the Company to use, reproduce, and display the Offer for use in connection with marketing, including use in the user interface screens of Company products. Customer grants the Company the right to use screenshots and images of such user interface, including but not limited to use in social media posts, marketing materials, and advertising in any medium. Company agrees to share promotional materials with Customer in advance of public release whenever possible and will offer marketing reviews prior to public release.

#### 18. Territory and Pricing

The Offer(s) are understood to be distributed in all countries and territories where the Apple App Store is available. As of this Effective Date, it is understood that Apple operates the App Store in 175 countries and regions globally. Apple handles foreign currency conversion, tax collection and other key operational elements of digital distribution that are outside of Company's control.

The Customer may choose whether Offer(s) are distributed as a free digital goods (priced at \$0), or whether Offer(s) are monetized. Customer may convert a free Offer to a monetized Offer, or vice-versa, with notice to the Company.

#### 19. Revenue and Territory

If monetized, the Customer and the Company will work together in good faith to define the final sale price of Offer(s).

The final sale price of an Offer is the mathematical sum of the agreed upon price for (1) The Master Sound Recording of the Song and (2) the Story. The Company recommends a final sale price of USD \$6.99 for an Offer.

The Customer retains the right to set any price for the Master Sound Recording, including promotional pricing (\$0) and recognizes the usual and customary industry price of \$.99 as set by current dominant major retailers.

Item	Price
Master Sound Recording	\$.99
Story	\$6.00
<b>Final Sale Price</b>	<b>\$6.99</b>

The Company agrees to the following share of net revenue, as defined by the total unit volume sold multiplied by the final sale price, less Apple's 15% compulsory purchase fees.

Party	Allocation
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Owed to the Customer	80%
Owed to the Company	20%
<b>Allocated</b>	<b>100%</b>

The Company will retain copies of all transaction details and furnish the Customer sales reports at the end of every calendar month immediately commencing upon the on-sale date. The Company commits to working on automated systems that will allow the Customer to check sales data in real or near real-time. At this time, the Company does not support refunds or returns. Offers will remain on-sale until the Customer requests delisting. Delisting requires a minimum of 14 days' notice via written request to [support@Company.app](mailto:support@Company.app).

#### 20. Fall 2023 Promotional Offer

The Company agrees to concede the Company's allocation of net revenue as defined above for the period of one year (365 days) from the Effective Date and assigns Company allocation to the Customer during this promotional period. This concession exclusively covers sales of Offers and does not extend to future premium content offers, monetized services, subscriptions or any other monetized features that the Company may introduce within the period that this Promotional Offer is in effect.

### EXHIBIT A EXAMPLE OF MONTHLY SALES REPORT

Line Item	Amount
Master Sound Recording Price	\$ .99
Story Price	\$6.00
Final Sale Price	\$6.99
Monthly Net Unit Sales	1,000
Gross Revenue	\$6,990
Apple's Compulsory Fee (15%)	-\$1,048.50
Net Revenue	\$5,941.50
Paid to Artist	\$4,753.20
Paid to Company	\$1,188.30e

### EXHIBIT B MASTER SOUND RECORDING COPYRIGHT NOTICES

The Company takes and asserts no rights over any media assets the Customer provides. The only rights asserted are the non-exclusive right to host the assets provided, sell on Customer behalf, display whatever lyrics and artwork you publish to the site, and so on.

The Offer is sold as a digital download via the Company services. The Company services are considered a conveyance to view purchased media.

All digital downloads (audio-only, MP3 or other downloads) require a mechanical license if the Customer is manufacturing and distributing recordings of compositions written by someone other than the Customer. A mechanical license is not required for artists who record and distribute completely original work.

The current statutory mechanical rights fee is \$.091 per digital copy. The Customer is responsible for paying statutory mechanical rights if required for the Songs.