

LICENSE AGREEMENT

This Agreement (the "Agreement") is made effective as of today (the "Effective Date"), by and between Artist, (the "Artist") and Amuse Alpha Inc. (515672764), a corporation duly organized and existing under the laws of the State of Israel, with its registered address at Ha'hatzav 1 Azor, Israel (the "Company").

Each of Company and Artist may be referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, The Artist is the owner of any and all Rights in and to the Works and/or is authorized to grant the License (as defined hereunder) for the Works (as defined hereunder) on behalf the respective owners of any and all Rights therein; and

WHEREAS, the Artist has agreed to enter into this Agreement with the Company, whereby the Company will acquire a license to use the Works within the framework of the Services and for the purposes thereof; and

NOW, THEREFORE, in consideration of the covenants, conditions and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions and Interpretation

- 1.1. The preamble and appendices to this Agreement form an integral part thereof.
- 1.2. In the Context of this Agreement, the following terms shall be given the following meaning:
 - 1.2.1. "Clients" - means any and all entities making use of the Company's Services.
 - 1.2.2. "Rights" - means all right, title and interest in or relating to intellectual property, whether protected, created or arising under domestic or international Laws, including any and all copyrights and all mask work, mechanical rights, moral rights, all whether or not registered or published, all registrations and recordations thereof and all applications in connection therewith, along with all reversions, extensions and renewals thereof.
 - 1.2.3. "Services" means provision, distribution, transmission, broadcasting, reproduction and streaming of content in any manner, medium, or form now known or hereafter contemplated for the purpose of private or public performance thereof in commercial and business oriented premises such as shops and offices, whether for profit or not.
 - 1.2.4. "Works" – means all the works specified in Appendix A attached hereto including musical works, literary works and master sound recordings, as well as any and all such works that will be made available by the Artist in the future to the Company within the framework hereof.

2. Scope of the License.

- 2.1. The Artist hereby grants and the Company hereby accepts a royalty-free non-exclusive, perpetual, worldwide, limited right and license to make use of the Works solely within the framework of the Services including, without limitation: (1) The right to broadcast, distribute, transmit, and stream the Works in any manner, medium, or form now known or hereafter contemplated ; (2) The right to reproduce the Works for the purpose of provision and use of the Service by the Company and the Clients ; (3) The right to integrate or synchronize the Works in any manner, medium, or form now known or hereafter contemplated with any audio-visual work transmitted or distributed within the scope of the Services; (4) The right to privately or publically perform the Works within the scope of the Services in any manner, medium, or form now known or hereafter

contemplated ; (5) The right to adapt or convert the Works from one medium to another manner, medium, or form now known or hereafter contemplated; (6) The right to use the names and likeness of either performer and/or composer and/or author of the Works; (7) The right to vary change, alter, interpolate, modify, add and/or delete from the Works and to use portions of the Works and to combine Works with works of others for the purpose of and within the scope of the Services (“Mix Tape License”) (the “**License**”). Due to the nature of the Services, use and exercise of the License shall not require the granting of credit to or mentioned the names of the Artist or any other third parties, and any such credits shall be at the sole and exclusive discretion of the Company. Nothing contained herein shall be deemed as an undertaking by the Company to actually utilize any or all of the rights herein granted and the Company shall have the right to use (or not to use) the Works in the scope and to such extent according to Company's sole and exclusive discretion.

- 2.2. The Company shall be entitled to sublicense and/or assign the respective portion of the rights granted under the License to the Clients to the extent and in the scope required for the provision of the Services thereto and the use of the Services thereby.

3. Obligations and Warranties of Licensee

- 3.1. The Artist represents and warrants that he is the owner of any and all Rights in and to the Works and/or is authorized to grant the License in the Works on behalf the respective owners of any and all Rights therein and that the consent of no other person, corporation or collective rights society is required in order to grant the License, and that the Company's use of the Works under to the License will not infringe upon the rights of any third party.
- 3.2. The Artist undertakes to obtain and maintain, at his expense, all licenses, permits, approvals and permissions required from any author, composer, performer or other person whose authorship is embodied in the Works and to pay any and all fees and payments required with respect thereto to the extent required under any agreement and/or by law.
- 3.3. The Artist represents and warrants that he has provided all required notices and waivers of royalties to all applicable collective and/or performance rights societies and/or any other applicable unions or guilds (including but not limited to ASCAP, BMI, SESAC, BUMA, PRS, GEMA, SACEM) (“**Collective Societies**”) required in order to lawfully the effect grant of the License.

The Artist further irrevocably designates and appoints the Company's and its assigns' duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf to execute, verify, and file any such documents and to do all other lawfully permitted acts concerning any Collective Societies required in order to lawfully effect the grant of the License.

- 3.4. The Artist hereby irrevocably, unconditionally and forever waives any claim or demand with respect to any compensation, royalty, benefit, remuneration, reimbursement, payment or any other consideration in connection with the License and/or use thereof and/or obligation to pay such to any Collective Societies.
- 3.5. The Artist acknowledges that the relationship hereby established between the Company and Artist is solely that of an independent licensor and a licensee and this Agreement shall not be deemed to create any agency, partnership, joint venture or employer/employee relationship. The Artist explicitly acknowledges that by accepting the License, the Company does not become a legal representative or agent of the Artist for any purposes.
- 3.6. At all times, both during the Term and at any time after the termination thereof, the

Artist shall defend, indemnify and otherwise hold the Company harmless from and against any liabilities, costs, penalties, losses and expenses including attorney's fees and court fees arising out or resulting from any claim, demand or action against the Company due to a breach or inconsistency of the Artist's representations and warranties hereunder.

4. Term and Termination

- 4.1. The term of this Agreement shall commence as of the Effective Date and shall be in effect until terminated in accordance with Sections 4.2 - 4.3 below (“**Term**”).
- 4.2. The Artist may terminate this Agreement, upon an advance, prior, written notice of 21 days provided to the Company (the “**Notice Period**”). This Agreement shall remain in full force and effect during the Notice Period and there shall be no change in the Artist's undertakings hereunder and/or in the Company's rights hereunder until termination. Notwithstanding the foregoing, the Company shall be entitled, at any time prior to the expiration of the Notice Period, to waive its rights during the Notice Period.
- 4.3. The Company may terminate this Agreement forthwith, without any reason or explanation.
- 4.4. The provisions of sections 3.1-3.6 shall survive the expiration or termination of this Agreement.

5. Miscellaneous

- 5.1. This Agreement constitutes the entire understanding and agreement between the Parties hereto, supersedes any and all prior discussions, agreements and correspondence with regard to the subject matter hereof, and may be amended only by written consent of both Parties hereto.
- 5.2. No failure, delay of forbearance of either Party in exercising any power or right hereunder shall in any way restrict or diminish such Party's rights and powers under this Agreement, or operate as a waiver of any breach or non-performance by either Party of any terms or conditions hereof.
- 5.3. The laws of the state of Israel shall apply to this Agreement and the exclusive place of jurisdiction in any matter arising out of or in connection with this Agreement shall be the competent courts of Tel- Aviv.
- 5.4. The Artist may not assign or delegate any of his rights, duties or undertakings under this Agreement to any third party otherwise any unauthorized assignment or delegation shall be null and void. The Company may assign all or any of its rights and obligations under this Agreement upon issue of a written notice to the Artist, specifying the identity of the assignee, subject to the Artist's rights pursuant to this Agreement, remaining unchanged and harmed.
- 5.5. In the event it shall be determined under any applicable law that a certain provision set forth in this Agreement is invalid, illegal or unenforceable, the other provisions of this Agreement shall not be affected, and shall remain in full force and effect.
- 5.6. All notices or other communications provided for in this Agreement shall be in writing and shall be given in person, by registered mail (registered air mail if mailed internationally), by an overnight courier service which obtains a receipt to evidence delivery, by facsimile transmission or by e-mail, addressed to the Parties in accordance with the address as set forth in the Preamble; or to such other address as a Party hereto shall have furnished to each of the other Parties in writing.