

**MUSICAL.LY INC.**  
**MUSIC PUBLISHING RIGHTS AGREEMENT**

This Agreement (“Agreement”) is made as of June 1, 2017 (the “Effective Date”), by and between musical.ly Inc., an exempted company duly incorporated with limited liability and validly existing under the Laws of the Cayman Islands, with offices at Room 202-203, Block 6, Bridge 8, No. 436 Jumen Road, Huangpu District, Shanghai, China, 200023 (“musical.ly”), and \_\_\_\_\_, with offices at \_\_\_\_\_ (“Publisher”).

WHEREAS, musical.ly offers the Service (defined below), and wishes to license Publisher’s Musical Works (as defined below) for use on and in connection with the Service in accordance with the terms of this Agreement; and

WHEREAS, Publisher is interested in licensing the Musical Works to musical.ly for use on and in connection with the Service in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Certain Definitions: As used in this Agreement:

(a) “Accounting Period” means, after the Effective Date, each of the quarter-annual calendar periods during the Term ending March 31, June 30, September 30, and December 31.

(b) “Clips” has the meaning set forth in paragraph 3(a) of this Agreement.

(c) “Control” means ownership of more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of such entity.

(d) “Label Agreement” means an agreement with a record company granting rights in respect of all or substantially all of the sound recordings owned or controlled by such record company.

(e) “Losses” means any and all liabilities, damages, awards, settlements, losses, claims, suits, proceedings, assertions and expenses including, without limitation, court costs, reasonable third party legal fees and third party costs of investigation.

(f) “Musical Work” means a musical composition owned, controlled and/or administered by Publisher or any of its affiliates, in whole or in part, upon the commencement of the Term or at any time during the Term, solely to the extent of Publisher’s (or the applicable affiliate’s) ownership, control or administration interest in and to such musical composition. With respect to any Musical Work in which the rights that are the subject of this Agreement are owned or controlled by Publisher only in part, the term “Musical Work” shall only refer to that portion of the Musical Work in which such rights are owned or controlled by Publisher.

(g) “musical.ly Affiliate” means those entities listed on Schedule A hereto that directly or indirectly Control, are Controlled by or are under common Control with musical.ly. Additional entities may be deemed musical.ly Affiliates provided that (i) Publisher is given notice by musical.ly of such entities and Publisher approves in writing such entities as musical.ly Affiliates and (ii) any proposed musical.ly Affiliate is an entity created for the purpose of allowing musical.ly to operate the Service in different territories and not a third-party software application (such approval not to be unreasonably withheld, conditioned or delayed), in which case those entities are added to Schedule A hereto.

(h) “Publisher Clips” means Musical Works as embodied in clips of sound recordings of no more than thirty (30) consecutive seconds made available by musical.ly or a musical.ly Affiliate via the Service.

(i) “Publisher Parties” means Publisher and each of Publisher’s past and present music publishing affiliates, subsidiaries, related entities, divisions, and parents, and each of (I) their respective owners, officers, directors, shareholders, members, employees, agents, representatives, assignors, parents, subsidiaries, predecessors, successors, assigns, consultants, insurers, investors, lenders and attorneys, and (II) the persons or entities whose interests they represent (e.g., songwriters, rightsholders, etc.).

(j) “Publisher’s Pro Rata Share” means a fraction, the numerator of which is the total number of Videos created in the Territory during the applicable Accounting Period (but solely during the applicable month(s) of such Accounting Period that fall within the Term) incorporating clips of sound recordings embodying identified Musical Works licensed hereunder (prorated appropriately in the case of Musical Works that are partially owned, partially controlled or partially administered by Publisher), and the denominator of which is the total number of Videos created in the Territory during the applicable Accounting Period (but solely during the applicable month(s) of such Accounting Period that fall within the Term) incorporating clips of sound recordings embodying musical compositions (including Musical Works). Publisher acknowledges and agrees that, for purposes of this calculation, musical.ly may use as the basis for determining Publisher’s Musical Works for the Territory, Publisher’s ownership, control or administration interest in mechanical rights for musical compositions in the United States (including its territories, possessions and commonwealths).

(k) “Service” means the software mobile application (the “App”), created and owned by musical.ly and/or the musical.ly Affiliates, that enables users to create Videos, which Videos can be (i) stored on users’ devices (or storage clouds), (ii) uploaded to computer servers owned or controlled by or on behalf of musical.ly or the musical.ly Affiliates, and (iii) displayed, distributed, performed and/or communicated to public or private audiences through (a) websites owned or controlled by or on behalf of musical.ly (the “musical.ly Websites”), (b) the App, (c) email or messaging services (e.g., Multimedia Messaging Service or “MMS”), or (d) third party social media platforms (e.g., Facebook, Facebook Messenger, Instagram, Twitter, WhatsApp, Kakao talk, Weibo, Wechat, QQ, Kik, Pinterest, VK, Google+, YouTube, etc.) (“Third Party Platforms”), in each case whether by way of an attached file or a link to the Video hosted on computer servers owned or controlled by or on behalf of musical.ly or the musical.ly Affiliates.

(l) “Territory” means the world.

(m) “Video” means a video, created by a user using the App, that is no more than thirty (30) seconds in duration and that may include musical compositions synchronized with audiovisual images.

2. Term: The term of this Agreement (“Term”) shall commence upon the Effective Date and continue through and including the date that is twelve (12) months after the Effective Date (the “Initial Period”), unless earlier terminated in accordance with paragraph 9 below. Following the Initial Period, the Term of this Agreement shall be automatically extended for additional, successive periods of one (1) year each (each, a “Renewal Period”). Notwithstanding the foregoing, either party shall have the right to terminate the Term of this Agreement effective as of the date that is the last day of the Initial Period or then-current Renewal Period, as applicable, by notice given to the other party prior to such date that is the last day of the Initial Period or then-current Renewal Period, as applicable, as follows: (i) at least ten (10) days’ prior in the case of notice by musical.ly to Publisher, or (ii) at least thirty (30) days’ prior in the case of notice by Publisher to musical.ly.

### 3. Rights Granted:

(a) Publisher hereby grants to musical.ly and the musical.ly Affiliates the non-exclusive right and license (“License”) in the Territory, during the Term and with respect to the Service, to use Musical Works in the following manner:

(i) Publisher Clip Sample Streams: reproduce and store on servers Publisher Clips, and make available via the App Publisher Clips in the form of streams for the purpose of permitting users to listen to and decide whether to use the Publisher Clip in a Video;

(ii) Incorporation of Clips into Videos: enable users to (A) select and incorporate Publisher Clips into the users' Videos or (B) incorporate into the users' Videos other clips of recordings embodying Musical Works (e.g., from the local library of recordings on the user's device via the upload feature of the App, via the recording and microphone features of the App, or via selecting the audio portion of another user's Video) not to exceed thirty (30) consecutive seconds. Publisher Clips and such other clips of Musical Works are sometimes referred to herein, individually and collectively, as "Clips";

(iii) Playback and Sharing of Videos With Clips: permit users to receive playbacks via the App and Service of Videos created by users with incorporated Clips, and permit users to save the Videos with incorporated Clips to their devices (or storage clouds) and share the created Videos with incorporated Clips with private or public audiences via the musical.ly Websites, the App, email or messaging services, and/or Third Party Platforms, in each case whether by way of an attached file or a link to the Video hosted on computer servers owned or controlled by or on behalf of musical.ly or the musical.ly Affiliates; and

(iv) Promotion of Videos with Clips: feature and promote via the Service Videos embodied with Clips.

(b) The License granted in paragraph 3(a) shall include all rights needed in connection with the above-described exploitations of the Musical Works (including mechanical, synchronization, reproduction, distribution, and making available rights), but it shall exclude any public performance and communication to the public rights (the rights licensed hereunder, individually and collectively, the "Licensed Rights").

(c) For the avoidance of doubt, nothing in this Agreement shall grant any Third Party Platforms a license to host Videos. For any exploitations of the Musical Works on Third Party Platforms, musical.ly and musical.ly Affiliates agree not to claim any rights for the monetization of such exploitations (e.g., musical.ly and musical.ly Affiliates will not claim a video on YouTube for monetization). Any user of the App will be prohibited, pursuant to the end user license agreement for the App, from exercising any rights to monetization of any Videos embodying any Musical Work(s).

(d) Publisher acknowledges that musical.ly and musical.ly Affiliates may use third party contractors to exercise its rights and/or perform its obligations under this Agreement, provided that musical.ly shall maintain control over, and retain liability hereunder for all such rights and obligations.

(e) Takedown Rights:

(i) Publisher shall have the right to require musical.ly to take down certain Publisher Clips made available in the Service in the event of songwriter relations concerns, loss of rights or legal claims; provided that Publisher does not discriminate against musical.ly and does not use such rights in a manner to frustrate the purpose of this Agreement. If Publisher elects to exercise such right, it shall send an electronic takedown notice to musical.ly at [copyright@musical.ly](mailto:copyright@musical.ly) and upon receipt, musical.ly shall promptly comply with such takedown notice.

(ii) Publisher shall have the right to require musical.ly to take down or mute certain specified Videos embodying Musical Work(s) in the event of songwriter relations concerns, loss of rights or legal claims; provided that Publisher does not discriminate against musical.ly and does not use such rights in a manner to frustrate the purpose of this Agreement. If Publisher elects to exercise such right, it shall send an electronic takedown notice to musical.ly at [copyright@musical.ly](mailto:copyright@musical.ly) with sufficient detail to enable musical.ly to identify the specific Video at issue, and upon receipt, musical.ly shall promptly mute or remove from its servers, at musical.ly's election, such Video.

(f) Restricted Compositions: Publisher may, at any time, send musical.ly written notice that one or more musical compositions that it owns, controls or administers (in whole or in part) are restricted from being exploited via the Service (each, a "Restricted Composition"), and provided Publisher also includes in such written notice the identifying associated sound recording information (including track title and ISRC) (i) such Restricted Composition(s) shall no longer be licensed under paragraph 3(a) as of the date that is seven (7) business days after musical.ly's receipt of such written notice from Publisher, and (ii) musical.ly and musical.ly Affiliates shall after musical.ly's receipt of such written notice from Publisher (A) promptly cease making available via the App Publisher Clips embodying such Restricted Composition, (B) mute Videos on its servers that it has identified as containing such Restricted Composition, and (C) block from inclusion on the Service newly created Videos that it identifies as containing such Restricted Composition. Publisher shall not exercise its rights under this paragraph punitively, in a discriminatory manner, or in a manner that frustrates the purposes of this Agreement. Publisher acknowledges that musical.ly and musical.ly Affiliates have no control over whether a user retains a Video within the App on his or her mobile device, and musical.ly and musical.ly Affiliates will have no liability for any user's retention of such Video and/or distribution of such Video outside of the Service.

4. Covenant Not To Sue: Publisher, for and on behalf of itself and each of the other Publisher Parties, hereby irrevocably and unconditionally agrees and covenants never (whether during or after the Term) to directly or indirectly (whether by means of lending any form of support, assistance, funding, resources, cooperation or other form or method of participation or encouragement) bring, assert, pursue, maintain, join in, support, assist, fund, lend resources to, or otherwise participate in any claims, causes of action, suits, controversies or demands (i) against musical.ly or any of the musical.ly Affiliates for any of the following activities occurring during the Term: the uploading to the Service by users of musical compositions (e.g., embodied in recordings from users' personal collections, using the recording feature of the App, etc.), the inclusion of such musical compositions and/or other non-music content in Videos, the saving of such Videos to the users' devices (or storage clouds) and/or the users' use of such Videos; or (ii) against a user of the Service for its use of musical compositions in connection with the creation and use via the Service of Videos, as authorized hereunder and in compliance with the App's end user license agreement.

5. Royalties:

(a) In consideration for the License granted and the representations, warranties and covenants made by Publisher in this Agreement, musical.ly agrees to pay Publisher the following in respect of each Accounting Period: Publisher's Pro Rata Share of the Quarterly Publishing Royalty Pool ("Royalties"). The Royalties shall be calculated on a quarterly basis and accounted for and paid on a quarterly basis, as set forth in paragraph 6(a), below.

(b) The "Quarterly Publishing Royalty Pool" shall mean the product of the following: (i) an amount equal to the aggregate amount of royalties expensed by musical.ly for the corresponding licensed use of sound recordings via the Service during the applicable Accounting Period pursuant to Label Agreements, as of the date of the applicable Quarterly Accounting Statement, but solely with respect to the applicable month(s) of such Accounting Period that fall within the Term (e.g., in respect of Q2 2017, only the amount of royalties expensed for the month of June would be included) (the "Quarterly Publishing Royalty Pool Base"), multiplied by (ii) seventy-five percent (75%).

(c) It is anticipated that the aggregated sum of each of the Quarterly Publishing Royalty Pools (when added together) for the Initial Period of this Agreement will be approximately \$1,350,000, but in no event will such aggregated sum be less than \$675,000.

(d) In the event that Publisher is unable to grant some or all of the Licensed Rights necessary for musical.ly to use the Musical Works in any country(ies) of the Territory in connection with the Service, such that musical.ly is required to obtain licenses from, and/or pay fees to, one or more rights society(ies) or collective(s) in such country(ies) with respect to the exploitation of the Musical Works (or any subset of rights therein) as permitted under this Agreement (excluding, for the avoidance of doubt, any public performance rights or communication to the public rights, and any fees associated therewith),

the fees payable to the applicable rights society or collective for any such Licensed Rights with respect to the Musical Works shall be deducted from the amounts due to Publisher hereunder.

(e) Other than the amounts expressly referenced in this paragraph 5, no additional fees or amounts of any kind or nature shall be payable by musical.ly in connection with the permitted use of Musical Works licensed hereunder. For avoidance of doubt, musical.ly shall not be obligated to pay to Publisher any additional amounts in connection with the storage or hosting of Musical Works and/or the incidental reproduction of Musical Works for purposes of operating the Service.

(f) Each party hereto will be responsible for collecting and remitting sales, use, value added, and other comparable excise taxes due with respect to (or incurred in connection with) the sale or license of such party's goods or services to its customers. Neither party hereto is liable for any taxes, duties, levies, fees, excises or tariffs incurred in connection with or related to the sale of the other party's goods or services.

5A. MFN: musical.ly represents, warrants and covenants that the amount of the applicable Quarterly Publishing Royalty Pool Base set forth herein, upon which Publisher's Royalties are calculated, is no less favorable than the aggregate amount of royalties expensed by musical.ly for the rights granted by record companies to musical.ly, pursuant to Label Agreements, with respect to the corresponding licensed use of sound recordings via the Service for the corresponding calendar month(s) or calendar quarter, as applicable, as of the date of the applicable Quarterly Accounting Statement. The parties hereby acknowledge and agree that (i) they are allocating twenty-five percent (25%) of the value attributable to the use and exploitation of musical works (including Musical Works) via the Service to the exercise of public performance or communication to the public rights, (ii) they are allocating seventy-five percent (75%) of the value attributable to the use and exploitation of musical works (including Musical Works) via the Service to the exercise of all other rights, and (iii) as a result of the foregoing allocations of such value, the Quarterly Publishing Royalty Pool under this Agreement is determined by reducing the Quarterly Publishing Royalty Pool Base by twenty-five percent (25%) in recognition of the fact that Publisher is not granting public performance or communication to the public rights to musical.ly under this Agreement.

## 6. Accountings:

(a) Within forty-five (45) days after the end of each Accounting Period, musical.ly, or a third-party contractor acting on musical.ly's behalf, shall render to Publisher an accounting statement covering the Royalties earned with respect to such Accounting Period (each, a "Quarterly Accounting Statement"), calculated on a quarterly basis. Each Quarterly Accounting Statement shall be delivered in electronic format. musical.ly shall pay the applicable Royalties, after deducting those amounts, if any, that musical.ly is required to withhold pursuant to any applicable statutes, regulations, treaties, or laws in the Territory (collectively, "Laws"), within forty-five (45) days after the end of the applicable Accounting Period, which payment may be mailed to Publisher or sent to Publisher via direct deposit, provided the Royalties due Publisher are equal to or greater than U.S. \$50.00 (the "Minimum Payment"). If the Minimum Payment is not achieved for an Accounting Period, then the balance due Publisher will roll over to successive Accounting Periods until such time as the Minimum Payment is reached, at which time musical.ly will pay all such Royalties to Publisher in accordance with this provision. For the avoidance of doubt, and without limiting the generality of the foregoing provisions of this paragraph 6(a), if any amounts are required under applicable Laws to be withheld from any payments made by musical.ly to Publisher under this Agreement: (i) musical.ly will be entitled to withhold such amounts; and (ii) musical.ly will take reasonable steps to provide Publisher with evidence of such withholdings, including any evidence it may be required to provide to Publisher under applicable Laws. Publisher will not be entitled to a gross-up or indemnification with respect to any amounts required to be withheld by musical.ly under applicable Laws.

(b) An independent, third-party accountant on behalf of Publisher may, at musical.ly's offices and at Publisher's expense, examine musical.ly's books and records solely for the purposes of verifying the accuracy of accounting statements rendered by musical.ly to Publisher hereunder. Such books and records may be examined as aforesaid only (i) during musical.ly's normal business hours, (ii) upon at

least thirty (30) days' prior notice to musical.ly, and (iii) within three (3) years after the date a statement is rendered hereunder. Publisher shall not have the right to examine such books and records more frequently than once in any twelve (12)-month period or more than once with respect to any particular statement. Publisher acknowledges that such books and records constitute and contain Confidential Information (as defined in paragraph 11 below), and Publisher's accountant must sign and deliver to musical.ly a confidentiality agreement in a form reasonably acceptable to musical.ly prior to engaging in any such examination. Each statement hereunder shall be deemed final and binding upon Publisher as an account stated and shall not be subject to any claim or objection by Publisher (A) unless Publisher notifies musical.ly of Publisher's specific written objection to the applicable statement, stating the basis thereof in reasonable detail within three (3) years after the date such statement is rendered hereunder, and (B) unless, prior to the date six (6) months after the expiration of said three (3) year period, Publisher makes proper service of process upon musical.ly in a suit instituted in a court of proper jurisdiction.

(c) If Publisher becomes aware that musical.ly is reporting on and/or paying Publisher for musical compositions that Publisher does not own, control or administer, Publisher will promptly notify musical.ly in accordance with paragraph 10.

7. Certain Representations, Warranties and Covenants:

(a) As of the Effective Date and during the Term, each party hereto represents, warrants and covenants that: (i) it has the full right and power to enter into and fully perform this Agreement in accordance with its terms, and the person executing this Agreement on such party's behalf is authorized to do so; and (ii) its execution of this Agreement will not violate the provisions of any agreement to which it is a party, or any applicable law or regulation.

(b) As of the Effective Date and during the Term, Publisher represents, warrants and covenants that, as between Publisher and musical.ly, Publisher shall obtain consents from and pay and be solely responsible for the payment of royalties and other amounts to any and all songwriters and other third parties as may be required in connection with the permitted exploitation of the Musical Works hereunder. Publisher further represents, warrants and covenants that, as of the Effective Date and throughout the Term, musical.ly's (or musical.ly Affiliates') exercise of the rights granted to it under this Agreement will not infringe upon or violate any third party's rights, including any rights of copyright, trademark, publicity or privacy.

8. Indemnification:

(a) Publisher agrees to defend, indemnify and hold harmless musical.ly, its subsidiaries, affiliates (including the musical.ly Affiliates), successors, licensees, agents, attorneys and assigns, and the officers, directors, shareholders, contractors, members and employees of the foregoing (collectively, "musical.ly Parties"), from and against any and all Losses due to any claim by a third party: (i) that constitutes, or based on facts that, if true, would constitute, a breach by Publisher of this Agreement, including any warranty, representation or covenant made in this Agreement by Publisher; or (ii) arising from or related to the rights and authorizations granted to musical.ly in this Agreement or the exercise thereof.

(b) musical.ly agrees to defend, indemnify and hold harmless Publisher, its subsidiaries, affiliates, successors, licensees, agents, attorneys and assigns, and the officers, directors, shareholders, contractors, members and employees of the foregoing, from and against any and all Losses due to any claim by a third party that constitutes, or based on facts that, if true, would constitute, a breach by musical.ly of this Agreement, including any warranty, representation or covenant made in this Agreement by musical.ly.

(c) The persons and entities entitled to be indemnified under paragraphs 8(a) and 8(b), above (individually and collectively, "Indemnitee") shall (i) promptly inform the indemnifying party under such paragraphs ("Indemnitor") of each claim, suit or proceeding with respect to which it seeks indemnity, (ii) furnish to the Indemnitor a copy of each communication, notice or other action related to such claim,

suit or proceeding, and (iii) give the Indemnitor the authority, information and reasonable assistance necessary to settle or litigate such claim, suit or proceeding, using counsel selected by the Indemnitor (provided, however, that the Indemnitee shall have the opportunity to participate in the defense of such suit or proceeding with counsel of its choice, at the Indemnitee's sole cost). Any settlement of any such claim, suit or proceeding by the Indemnitor that imposes any requirements on the Indemnitee or which involves agreements other than the payment of money by the Indemnitor and receipt of a full release for the benefit of the Indemnitor and the Indemnitee, shall be subject to the Indemnitee's written consent.

(d) Without waiving any right or remedy available to musical.ly, if any claim is made for which Publisher is obligated to indemnify any of the musical.ly Parties, musical.ly shall have the right to withhold amounts otherwise payable to Publisher under this Agreement in an amount reasonably related to such claim and to deduct therefrom payments required under paragraph 6(a) above.

(e) WITHOUT LIMITING THE INDEMNITY OBLIGATIONS OF THE PARTIES PURSUANT TO THE FOREGOING PROVISIONS OF THIS PARAGRAPH 8 AND OTHER THAN AS A RESULT OF A BREACH OF THE CONFIDENTIALITY OBLIGATIONS HEREUNDER, NEITHER PARTY HERETO WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MUSICAL.LY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, TO PUBLISHER AS TO THE QUALITY, PERFORMANCE, AVAILABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE OR ANY ELEMENTS OF THE SERVICE.

#### 9. Termination:

(a) Without limiting any other remedy available at law or in equity, either party may terminate the Term in the event of any material breach of this Agreement by the other party that is not remedied within thirty (30) days after notice to the breaching party thereof. Without limiting the generality of the preceding sentence, neither party shall be entitled to recover damages or to terminate the Term by reason of any breach by the other party of its obligations hereunder unless the breaching party fails to remedy such breach within thirty (30) days following receipt of notice thereof. The foregoing cure period(s) will not apply to breaches incapable of being cured or to an application for injunctive relief.

(b) In addition to the right of termination set forth in paragraph 9(a) above, each party hereto shall have the right to terminate the Term immediately: (i) in the event that the other party makes a general assignment for the benefit of its creditors; (ii) in the event of the filing of a voluntary or involuntary petition against the other party under any applicable bankruptcy or insolvency law; or (iii) in the event of the appointment of a trustee or receiver or any equivalent thereof for the other party hereto or its property.

(c) In addition, musical.ly shall have the right to terminate the Term upon notice to Publisher in the event that musical.ly ceases to operate the Service during the Term.

(d) The termination or expiration of the Term shall not affect those representations, warranties and other obligations that by their nature survive the end of the Term.

(e) A party's right to terminate this Agreement will be deemed to have been waived for all purposes in the event that it is not exercised prior to the date upon which the breach giving rise to such right of termination has been cured.

(f) Following the termination or expiration of the Term, musical.ly shall not be required to remove from the Service any Videos created prior to the expiration or termination of the Term. Publisher acknowledges and agrees that musical.ly and the musical.ly Affiliates shall have no liability for a user's retention, use or distribution of any such Videos (or the Clips embodied therein).

10. Notices and Payments: All notices under this Agreement must be in writing in order to be effective, and shall be deemed to have been duly given or made (a) on the date delivered in person, (b) on the date indicated on the return receipt if mailed postage prepaid, by certified or registered U.S. Mail, with return receipt requested, or (c) if sent by Federal Express, U.P.S. Next Day Air or other nationally recognized overnight courier service or overnight express U.S. Mail, with service charges or postage prepaid, on the next business day after delivery to the courier service or U.S. Mail (if sent in time for and specifying next day delivery); provided that, and notwithstanding anything to the contrary herein, in the case of notices to musical.ly, any such notice must also be sent via email to the email address set forth below to be effective. In each case (except for personal delivery) such notices, as well as all requests, demands, and other communications shall be directed to a party at the following addresses, unless otherwise indicated in a notice duly given hereunder: (i) in the case of musical.ly, to the attention of Alex Hofmann, at the address of 1920 Olympic Boulevard, Santa Monica, CA 90404, with a required simultaneous copy to alex.hofmann@musical.ly, and another required simultaneous copy tendered to Bobby Rosenbloum, Greenberg Traurig, LLP, 3333 Piedmont Road NE, Suite 2500, Atlanta, GA 30305, and (ii) in the case of Publisher, to the attention of Executive Vice President, Business & Legal Affairs, at the address set forth on the first page of this Agreement.

11. Confidentiality: For the purposes of this Agreement, "Confidential Information" shall mean the terms of this Agreement and any non-public information, data, reports, or other materials provided by one party to the other under or in connection with this Agreement (other than metadata and other information intended for storage and display to users of the Service under this Agreement), and any other information the receiving party should reasonably have understood under the circumstances should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used, such as usage data, royalty reports, and similar information. Except with the prior written consent of the disclosing party, neither party shall use or disclose any Confidential Information other than (i) to such party's attorneys, accountants and financial representatives under a duty of confidentiality as may be reasonably necessary in order to receive their professional advice, (ii) to such party's employees and contractors who have a need to know and any disclosure to contractors may only be to contractors who are bound by an agreement to protect the confidential information of third parties, (iii) with investors, prospective investors, acquirers and prospective acquirers, each of whom shall first be required to enter into a nondisclosure agreement with musical.ly, (iv) in connection with any legal, governmental or administrative proceeding, provided that prior written notice of such disclosure is furnished to the non-disclosing party in order to afford such non-disclosing party a reasonable opportunity to seek a protective order (it being agreed that if the non-disclosing party is unable to obtain or does not seek a protective order, disclosure of such information in such proceeding may be made without liability), and (v) in the ordinary course of such party's fulfillment of its obligations hereunder solely to the limited extent necessary to fulfill its written and/or legal obligations to songwriters. In addition, this Agreement may be disclosed in contemplation of any merger or sale of all or a substantial portion of a party's assets or securities, subject to a nonuse and nondisclosure agreement consistent with the provisions of this paragraph. Nothing in this Agreement shall prohibit or limit either party's use or disclosure of information (a) previously known to it by lawful means without obligation of confidence, (b) independently developed by or for it without use of or access to the other party's Confidential Information, (c) acquired by it from a third party which, to the reasonable knowledge of the receiving party, is not under an obligation of confidence with respect to such information, (d) which is or becomes publicly available through no breach of this Agreement or (e) that is required to be disclosed by operation of law, court order or other governmental demand (subject to the notice requirement in subparagraph (iii) above). Notwithstanding the foregoing, neither party shall be in breach of this Agreement for disclosing to any rights society or collective that Publisher has licensed to musical.ly the rights granted in paragraph 3 of this Agreement.

12. Miscellaneous:

(a) All references in this Agreement to "this Agreement," "hereof," "herein" and words of similar connotation include all exhibits and schedules attached hereto, unless specified otherwise. The parties hereto intend this Agreement as a final expression of their understanding and agreement with respect to the subject matter hereof and as a complete and exclusive statement of the terms thereof; this Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements

between the parties hereto with respect to the subject matter hereof. No draft or addition, deletion, revision, change or other alteration in or to drafts of this Agreement prepared prior to the execution of this Agreement shall be referred to by any of the parties hereto in any lawsuit in which the construction, interpretation or meaning of this Agreement is in dispute or otherwise be used for purposes of construing or interpreting any of the terms, provisions or language of this Agreement in adjudicating or otherwise resolving any such lawsuit. The parties acknowledge and agree that no party hereto has made any representations or promises in connection with this Agreement or the subject matter hereof not contained herein.

(b) Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and wherever there is a conflict between any provisions of this Agreement and any statute, law, ordinance, order or regulation contrary to which the parties hereto have no legal right to contract, such statute, law, ordinance, order or regulation shall prevail; provided that, in such event, (i) the provision of this Agreement so affected shall be limited only to the extent necessary to permit the compliance with the minimum legal requirements, (ii) no other provisions of this Agreement shall be affected thereby, and (iii) all such other provisions shall remain in full force and effect. The parties hereto shall negotiate in good faith to replace any invalid, illegal or unenforceable provision (the "Invalid Provision") with a valid provision, the effect of which comes as close as possible to that of the Invalid Provision.

(c) This Agreement cannot be canceled, modified, amended or waived, in part or in full, in any manner except by an instrument in writing signed by the party to be charged. No waiver by a party hereto, whether express or implied, of any provision of this Agreement or default hereunder shall affect such party's right thereafter to enforce such provision or to exercise a right or remedy set forth in this Agreement in the event of any other default, whether or not similar. The rights and remedies of each party as specified in this Agreement are not to the exclusion of any other rights or remedies of such party. Each party may decline to exercise one or more of its rights and remedies as it may deem appropriate without jeopardizing any other of its rights or remedies. Notwithstanding anything in this Agreement, each of the parties hereto may at any time exercise any right it now has or at any time hereafter may be entitled to as a member of the public as though this Agreement were not in existence.

(d) Whenever examples are used in this Agreement with the words "including," "for example," "e.g.," "such as," "etc." or any derivation thereof, such examples are intended to be illustrative and not in limitation thereof. The paragraph headings herein are used solely for convenience and shall not be used in the interpretation or construction of this Agreement.

(e) THIS AGREEMENT HAS BEEN ENTERED INTO IN THE STATE OF CALIFORNIA, AND THE VALIDITY, INTERPRETATION AND LEGAL EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN THE STATE OF CALIFORNIA (WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES UNDER CALIFORNIA LAW). THE COURTS LOCATED IN LOS ANGELES, CALIFORNIA (STATE AND FEDERAL), SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THIS AGREEMENT. THE PARTIES WAIVE ANY AND ALL OBJECTIONS TO VENUE IN THOSE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS. ANY PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY, AMONG OTHER METHODS, BE SERVED UPON A PARTY BY DELIVERING IT OR MAILING IT, BY REGISTERED OR CERTIFIED MAIL OR BY OVERNIGHT COURIER OBTAINING PROOF OF DELIVERY, DIRECTED TO THE ADDRESS SET FORTH IN PARAGRAPH 10 OR SUCH OTHER ADDRESS AS A PARTY MAY DESIGNATE PURSUANT TO PARAGRAPH 10. ANY SUCH DELIVERY OR MAIL SERVICE SHALL BE DEEMED TO HAVE THE SAME FORCE AND EFFECT AS PERSONAL SERVICE WITHIN THE STATE OF CALIFORNIA. THE PREVAILING PARTY IN ANY LEGAL ACTION ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE ENTITLED TO PROMPT REIMBURSEMENT FROM THE OTHER PARTY FOR ALL COSTS AND EXPENSES (INCLUDING REASONABLE OUTSIDE ATTORNEYS' FEES) INCURRED BY THE PREVAILING PARTY IN CONNECTION THEREWITH.

(f) This Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns. Each party may assign its rights and obligations hereunder in whole or in part only to any affiliate or to any person or entity acquiring all or a substantial portion of the assets or business of such party, and such rights and obligations may be assigned by any assignee thereof, but subject to the same limitations. Any purported assignment in violation of the foregoing shall be deemed null and void ab initio and without force or effect. Other than such permitted assignees and as otherwise set forth herein, no person or entity not a party to this Agreement shall have any rights or remedies under this Agreement, whether as a third-party beneficiary or otherwise.

(g) In entering into this Agreement, musical.ly and Publisher have and will have the status of independent contractors. Accordingly, there is no joint venture, partnership, agency or fiduciary relationship existing between the parties, and the parties do not intend to create any such relationship by this Agreement.

(h) Neither party hereto will be responsible for, or be in breach of this Agreement, to the extent that its performance is delayed as a result of any act of God, war, terrorism, fire, earthquake, civil commotion, act of government or any other cause wholly beyond its control, and not due to its own negligence or that of its contractors or representatives, and which cannot be overcome by the exercise of due diligence ("Force Majeure Event"). Publisher agrees that musical.ly shall have the right to suspend the Term and the operation of this Agreement and musical.ly's obligations hereunder or terminate the Term of this Agreement in the event of a Force Majeure Event. Such right may be exercised by notice to Publisher, and such suspension will last for the duration of the applicable event.

(i) Publisher recognizes that the amount of royalties hereunder is speculative and agrees that musical.ly's judgment with respect to matters affecting the marketing of the Service shall not be subject to dispute by Publisher. Nothing contained in this Agreement obligates musical.ly to make available, exploit or distribute Musical Works on or in connection with the Service. Publisher acknowledges and agrees that nothing in this Agreement will be deemed to affect or limit musical.ly's eligibility for any of the safe harbors under 17 U.S.C § 512 (or any reasonably equivalent or analogous laws anywhere in the world).

(j) No party hereto shall, without the prior written consent of the other party, issue any press release or make any other public announcement or statement relating to the existence of this Agreement, any terms and conditions of this Agreement or to the negotiation thereof to which such party was privy or of which it was otherwise made aware (e.g., by being copied on correspondence or by being advised by another party to the negotiation).

(k) This Agreement may be executed in one or more counterparts, each of which when taken together, will be deemed to constitute one and the same instrument. Facsimile and/or electronic signatures on this Agreement will be deemed originals for all purposes.

MUSICAL.LY INC.

[PUBLISHER]

By:   
(an authorized signatory)

By: \_\_\_\_\_  
(an authorized signatory)

Name: Alex Hofmann

Name: \_\_\_\_\_

Title: President North America

Title: \_\_\_\_\_

**Publisher's electronic execution of the Agreement via the Music Reports publisher portal constitutes Publisher's binding agreement to these terms.**

## **Schedule A**

### **musical.ly Affiliates**

1. musical.ly Inc., an exempted company duly established and validly existing under the laws of the State of California, USA (the "**US Company**").
2. MUSICAL.LY INC. Hong Kong Limited, a limited liability company duly established and existing under the Laws of Hong Kong (the "**HK Company**"), which is wholly owned by musical.ly.
3. Shanghai Wenxue Network Technology Co., Ltd. (上海闻学网络科技有限公司), a limited liability company duly established and existing under the Laws of the Peoples Republic of China ("**PRC**") (the "**First Domestic Company**").
4. musical.ly Inc. (蜜柚网络科技(上海)有限公司), a limited liability company duly established and existing under the Laws of the PRS (the "**Second Domestic Company**").