



JOY RECORDS ROYALTY FREE LICENSE TERMS OF USE

The terms of use are long and detailed, it was made for your protection, but in few words it says that you can use our playlist and the music it contains at any shop, store, venue or event and it's 100% royalty free as long as you play it via our spotify / Apple / YouTube playlist :)

you can shuffle or skip songs as you like.

TERMS OF USE

This Agreement (the "Agreement") is made effective as of today (the "Effective Date"), by and between the rights holder "Joy Records" (the "Right Holder") and The Receiver of this letter by a direct email from Joy Records, a corporation / company / shop / business / chain (the "Company").

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

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

WHEREAS, the Rights Holder 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 recordation thereof and all applications in connection therewith, along with all reversions, extensions and renewals thereof.
 - 1.2.3. "Services" means playing, 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 or made available through such certain internet address “<http://bit.ly/RoyaltyFreeMusicForBusinesses>”, including musical works, literary works and master sound recordings, as well as any and all such Works that will be made available by the Rights Holder in the future and will be specified in or made available through the Account in the future.

2. Scope of the License.

- 2.1. The Rights Holder 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, play and stream the Works in any manner, medium, or form now known or hereafter contemplated.

3. Obligations and Warranties of Right Holders

- 3.1. The Rights Holder represents and warrants that it 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 Rights Holder undertakes to obtain and maintain, at its 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 Rights Holder represents and warrants that it has provided all required notices and waivers of royalties to all applicable collective copyright 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, ACUM, Israeli Federation for records and tape recordings, Israeli Federation of independent record producers, Eshkolot, etc.) (“Collective Societies”) required in order to lawfully the effect grant of the License.
- 3.4. The Rights Holder further irrevocably designates and appoints the Company's and its assigns' duly authorized officers and agents as its agent and attorney in fact, to act for and in its 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.
- 3.5. The Rights Holder 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 of the Works within the scope thereof and/or obligation or right for payment to and/or receipt from any such any Collective Societies, any royalties or any other form of consideration in respect of the foregoing.

- 3.6. The Rights Holder acknowledges that the relationship hereby established between the Company and Rights Holder 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 Rights Holder explicitly acknowledges that by accepting the License, the Company does not become a legal representative or agent of the Rights Holder for any purposes.

4. Term and Termination

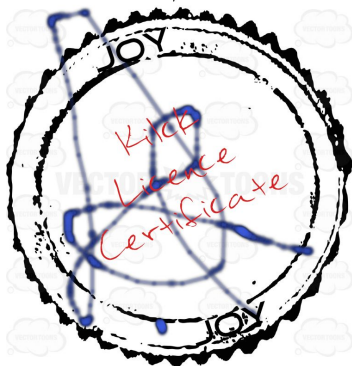
- 4.1. The Rights Holder may terminate this Agreement, upon an advance, prior, written notice of 21 days provided to the Company (the "Notice Period"). This Agreement shall remain in full force and effect during the Notice Period and there shall be no change in the Rights Holder's undertakings hereunder 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.
- 4.2. The Company may terminate this Agreement forthwith, without any reason or explanation.

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 Rights Holder 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 Rights Holder, specifying the identity of the assignee, subject to the Rights Holder'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.
- 5.7. This Agreement may be executed in several counterparts and separately by the Parties hereto, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed or approved by email by each Party and delivered to the other Parties. It being understood that all Parties need not sign the agreement and that an approval by email shall create a valid and binding obligation of the Party approving this Agreement (or on whose behalf such approval is made) with the same force and effect as if such party signed this Agreement.

Signature:



Shlomi Levi, CEO

Joy Group