

SCORELIGHT UNDERGROUND ARTIST UPLOAD AGREEMENT

This Artist Upload & Participation Agreement (“Agreement”) governs the participation of artists (“Artist,” “you,” or “your”) on the Scorelight Underground platform (“Platform”).

By creating an Artist account, uploading content, or participating in platform programs, you agree to be bound by this Agreement.

1. Purpose of the Platform

Scorelight Underground is a structured music discovery and development platform designed to promote authentic engagement, equitable exposure, and artist growth.

The Platform is not a record label, publisher, distributor, or talent agency.

Participation is governed by system-based eligibility criteria and program policies.

2. Account Eligibility

To maintain an Artist account, you must:

- Be at least 18 years old
- Provide accurate and current information
- Comply with all Platform policies

- Remain in good standing under applicable guidelines

The Platform may suspend or terminate accounts that violate integrity standards.

3. Content Ownership

You retain full ownership of all music, recordings, artwork, lyrics, and related intellectual property you upload.

Nothing in this Agreement transfers ownership of your copyrights, masters, or publishing rights to Scorelight Underground.

4. License Grant to Platform

By agreeing to this Artist Upload & Agreement Document and uploading content, you grant Scorelight Underground a:

Non-exclusive, worldwide, royalty-free, revocable license to:

- Host and store your content
- Stream and distribute your content within the Platform
- Display your content in discovery features
- Promote your content within Platform-related marketing channels

Artist expressly acknowledges that this license is royalty-free and that Scorelight Underground owes no licensing fees, streaming royalties, mechanical royalties, or performance payments for any use of Artist content within the scope of this license.

Revocation applies prospectively only. Any streams, plays, displays, or distributions that occurred prior to content removal remain fully covered by

this royalty-free license and Artist waives any claims arising from such prior use.

Artist represents and warrants that they are solely responsible for any obligations owed to performing rights organizations (PROs such as ASCAP, BMI, or SESAC), SoundExchange, or any collecting society claiming neighboring rights or digital performance royalties in connection with Artist's content. Scorelight Underground assumes no liability for such obligations and Artist agrees to hold the Platform harmless from any PRO or neighboring rights claims.

Platform-related marketing includes but is not limited to Scorelight Underground's official social media accounts (including Instagram, TikTok, YouTube, Facebook, and X/Twitter), promotional reels, short-form clips, stories, and paid advertisements on those platforms, solely for the purpose of promoting the Artist's presence on Scorelight Underground.

Artist waives any right to bring claims on a class-wide or collective basis.

This license is limited to Platform functionality and may be revoked by removing your content, subject to reasonable system processing time.

5. Artist Responsibilities & Warranties

You represent and warrant that:

- You own or control all rights to uploaded content
- All samples are legally cleared
- Content does not infringe third-party rights
- Content complies with applicable laws
- Metadata accurately represents genre and authorship

You are solely responsible for the legality of your submissions.

6. Platform Discovery & Rotation

Accepted tracks may enter the Platform's structured discovery system.

Discovery outcomes are determined by:

- Listener engagement
- Verified platform metrics
- System evaluation criteria

The Platform may provide guaranteed base exposure cycles as defined in governing documents.

Extended exposure is not guaranteed and may be performance-based.

The Platform reserves the right to modify rotation mechanics for fairness and integrity.

7. Donations & Payment Processing

Donations from listeners to Artists are processed through Stripe.

Key terms:

- Donations are paid directly to the Artist's Stripe account
- Scorelight Underground does not take custody of donated funds
- Artists receive 92% of donations; Scorelight Underground retains an 8% platform fee, and Stripe processing fees may also apply
- Stripe is responsible for payment compliance and tax reporting where required

Artists are solely responsible for their own tax obligations.

The Platform does not act as a merchant of record.

8. Referral & Bonus Programs

If the Artist participates in referral or bonus programs, eligibility is subject to:

- Active account requirements
- Identity and payment verification
- Fraud monitoring
- Reward delays and caps
- Performance gates

The Platform may invalidate rewards if manipulation or abuse is detected.

9. Fraud & Integrity Compliance

Artists may not:

- Manipulate engagement metrics
- Use bots or automation
- Purchase artificial plays or engagement
- Create duplicate accounts
- Engage in coordinated manipulation

The Platform may:

- Invalidate metrics
- Remove content from rotation
- Suspend accounts
- Terminate accounts
- Revoke bonuses or referral benefits

Fraudulent activity voids related privileges.

10. DMCA & COPYRIGHT ENFORCEMENT

Scorelight Underground complies with the DMCA (17 U.S.C. § 512). The full notice-and-counter-notification procedure and the Designated Copyright Agent's contact information are set out in Section 6 of the Terms and Conditions. Content may be removed pursuant to a valid takedown notice, and repeat infringers may be terminated.

11. No Employment or Agency Relationship

Participation in the Platform does not create:

- Employment relationship
- Partnership
- Joint venture
- Agency relationship
- Label representation

You remain fully independent.

12. Termination

You may remove your content at any time.

The Platform may suspend or terminate accounts for:

- Policy violations
 - Fraud
 - Legal requirements
 - System integrity concerns
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13. Limitation of Liability

To the maximum extent permitted by law:

Scorelight Underground shall not be liable for indirect, incidental, or consequential damages arising from participation in the Platform.

In no event shall Scorelight Underground's total liability exceed the greater of \$100 or the amount paid by Artist to the Platform in the preceding 12 months.

14. Indemnification

You agree to indemnify and hold harmless Scorelight Underground, its affiliates, officers, and employees from claims arising from:

- Your content
- Your violation of this Agreement

- Your misuse of the Platform
 - Third-party rights disputes
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15. Modifications

The Platform may update this Agreement as needed.

Continued participation constitutes acceptance of updates.

16. Governing Law

This Agreement is governed by the laws of the State of Delaware and subject to binding arbitration as outlined in the Terms and Conditions.

17. RELATIONSHIP TO OTHER AGREEMENTS

This Agreement is part of, and incorporated into, the Scorelight Underground Terms and Conditions. In the event of a conflict, the order of precedence set out in the Terms and Conditions (Entire Agreement & Order of Precedence) controls. For content upload, ownership, and licensing matters, this Agreement governs.

Effective Date: May 13, 2026

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