

ADREV PROGRAM TERMS AND CONDITIONS

(Version October 2018)

JAMENDO S.A., with headquarters at 76 avenue de la Liberté, L-1930 Luxembourg, Luxembourg, registered with the Trade and Companies Register of Luxembourg under number B104301 (hereinafter referred to as "Jamendo" or "us" or "we" or "our" or "Company" or "the Company"), offers you (hereinafter also referred to as "Artist" or "Licensor" or "your") the possibility to benefit from the AdRev Program offered by AdRev (a division of AudioMicro Inc.) as described and according to the terms set forth herein (referred to as the "AdRev Program Terms and Conditions" or "AdRev Terms"). By opting in and by using the AdRev Program through the Jamendo platform, you agree to be bound by these AdRev Terms (also hereinafter referred to as the "Agreement"). Jamendo and Licensor are hereinafter referred to as, collectively, the "Parties" and each, a "Party".

ARTICLE 1 - DEFINITIONS

1.1 You, Your, and Licensor

"you", "your", and "Licensor" are defined as the individual or entity enrolling in the AdRev program, as shown in the signature page of this Agreement.

1.2 Company

"Company" is defined as Jamendo S.A.

1.3 Confidential Information

"Confidential Information" means nonpublic information that one Party ("Disclosing Party") designates orally or in writing as being confidential to the other Party that receives such information ("Receiving Party"). Except as otherwise indicated in this Agreement, the term "Disclosing Party" also includes all Representatives of the Disclosing Party and, except as otherwise indicated, the term "Receiving Party" also includes all Representatives of the Receiving Party. A "Representative" of a Party means any of its directors, officers, employees, agents, and advisors (including attorneys, accountants and consultants).

1.4 Content

"Content" is defined as any audio media provided by you for use in the Program and composed of the Artist's sound recordings, music compositions and associated lyrics, and all associated meta-data including the names, likenesses, trademarks and trade names in all such media and metadata.

1.5 Your Share of Ad Revenue

"Your Share of Ad Revenue" is defined as 80% (Eighty Percent) of the gross revenue actually received by AdRev (a division of AudioMicro Inc.) from the exploitation of the rights granted by you herein. The Company reserves the right to make you benefit from a higher Share percentage.

1.6 Program

"Program" is defined as AdRev's proprietary content ID service for the monitoring, tracking, and monetization of media content appearing on YouTube.

1.7 YouTube

"YouTube" is defined as the website located at www.YouTube.com, which is owned and operated by Google. This definition of YouTube includes all consumer facing third party digital websites, URL's, domains, and applications whether accessible from the internet, mobile or wireless networks, via computer, mobile device, console or otherwise, that display and/or contain YouTube videos and/or embeds, including but not limited to Facebook, MySpace, and any website under the sun which contains YouTube hosted and/or embedded videos. Please note that YouTube and Google are trademarks or registered trademarks of Google, Inc. in the United States and/or other countries.

1.8 Territory

"Territory." is defined as worldwide, except as it may be more narrowly defined for each individual piece of Content in the metadata related to that Content, and subsequently updated by you from time to time.

1.9 Artist

"Artist" is defined as an individual who (i) made available on the Jamendo platform one or several sound recordings and music compositions (and associated lyrics, if any), and (ii) is the sole holder or represents the holder / holders of the copyright and neighboring rights (and the trademark(s), if any) to said recordings, compositions and lyrics, and (iii) chooses to benefit from the AdRev Program via our platform.

ARTICLE 2 - DELIVERY

You shall make every best effort to deliver your Content to the specifications provided to you by the Company.

ARTICLE 3 - COMPENSATION

3.1 The Company, conditioned upon your satisfaction of all covenants and conditions contained herein, shall pay to you Your Share of Ad Revenue via PayPal. Exceptionally, the Company may pay by bank wire transfer with any fees incurred by said transfer being borne by you.

3.2 Company shall provide you with information on all monies due to you in your "Transactions" section of your Artist account on the Jamendo platform. Your Share of Ad Revenue becomes visible in said "Transactions" section quarterly, with a waiting period of up to four (4) months.

For the avoidance of any doubt, this means that information on Your Share of Ad Revenue shall be provided according to the following schedule:

- For gross revenue earned during the period January 1 to March 31, Your Share of Ad Revenue will be made visible by in July.
- For gross revenue earned during the period April 1 to June 30, Your Share of Ad Revenue will be made visible by in October.
- For gross revenue earned during the period July 1 to September 30, Your Share of Ad Revenue will be made visible in January of the following year.
- For gross revenue earned during the period October 1 to December 31, Your Share of Ad Revenue will be made visible in April of the following year.

3.3 The Compensation contained herein shall be the only consideration due you for the rights granted herein and no other forms of compensation shall be due to you from the Company, including but not limited to mechanical or public performance royalties.

You shall be personally responsible for the fiscal consequences of the monies received which, depending on the legislation in force in your country, may or may not be taxable. You shall hold the Company harmless from and against any claims in this respect.

In the event that the Content was written and/or composed and/or performed by various writers and/or performers, you shall be responsible for sharing with these rights holders, pursuant to the agreements entered

into with them, the monies received. Accordingly, you shall hold the Company harmless from and against any third-party claims in this respect.

The Company reserves the right to suspend payment where it has not received all of the performance guarantees from the payment processors (PayPal, etc.).

ARTICLE 4 - YOUR GRANT OF RIGHTS TO COMPANY

You acknowledge and agree that the rights granted by you to the Company hereinafter can and will be sublicensed by the Company to AdRev.

4.1 You grant to Company, in the Territory and during the Term, the exclusive right to monitor YouTube for the reproduction, distribution, public performance, public display, and synchronization of your Content with user-uploaded videos and activate and enroll such Content in the Program. This grant includes all necessary rights to manage the Content on Company's part as required to carry out the foregoing.

4.2 We and AdRev are not expressly licensing your Content to the users of YouTube and this Agreement does not expressly waive your rights against the users of these websites who infringe on your copyrights. This Agreement does not transfer any ownership of your copyrights or other intellectual property.

4.3 You grant to Company the right to change the duration, transcode, resize and reformat your Content insofar as necessary to repurpose, watermark, and/or fingerprint the Content solely for monitoring on YouTube in connection with the Program.

4.4 The grant of rights herein expressly includes the right to sell advertising and sponsorships in and around your Content. For the avoidance of doubt this grant of rights shall in no way convey the right to sell to consumers products comprised of the Content, including but not limited to song or video downloads. This program is limited to advertising and sponsorship monetization only.

ARTICLE 5 - NONDISCLOSURE

5.1 As a part of the relationship contemplated herein, the Company may disclose to you certain Confidential Information. Confidential Information may be communicated directly via human oral (notably via phone including mobile) or written correspondence (including via their registered email addresses), or over one or more websites or other digital networks (including Skype, RSS or similar feed) to you individually.

5.2 Notwithstanding anything to the contrary contained in this Agreement, "Confidential Information" does not include any information which (a) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed Disclosing Party under this Agreement; (b) became known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party pursuant to the terms of this Agreement; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party without reference to or use of the Disclosing Party's Confidential Information.

5.3 AS A COVENANT AND CONDITION OF THIS AGREEMENT YOU AGREE TO HOLD ALL CONFIDENTIAL INFORMATION IN THE STRICTEST OF CONFIDENCE AND TO NOT DISCLOSE ANY PART OF CONFIDENTIAL INFORMATION TO ANY THIRD PARTIES. YOU HEREBY REPRESENT YOUR UNDERSTANDING THAT DISCLOSURE OF SUCH INFORMATION MAY CAUSE IRREPARABLE HARM TO COMPANY AND THAT COMPANY SHALL BE ENTITLED TO INJUNCTIVE RELIEF AND COMPENSATION, ALONG WITH OTHER REMEDIES AT LAW OR IN EQUITY, IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT BY YOU.

ARTICLE 6 - REPRESENTATIONS & WARRANTIES

6.1 You hereby represent and warrant that you (i) have the power and authority to enter into and perform according to the terms of this Agreement and to grant all rights contemplated by this Agreement; (ii) have not and will not enter into any agreement that is inconsistent with the terms of this Agreement; and (iii) are the author and creator of the Content or have obtained and currently hold valid and sufficient rights, including the exclusive rights under copyrights or by contract to license the rights granted to us herein.

6.2 If you are signing on behalf of your employer or another entity, you represent and warrant that you have full legal authority to bind your employer or such entity to this Agreement.

6.3 You represent and warrant that all Content you enroll and activate as part of the Program has not, does not, and will not at any time infringe on the copyrights and trademarks of any third parties.

6.4 If you know or suspect that any part of your Content is not cleared for commercial use (including any part containing samples of third-parties' sound recordings, music compositions and associated lyrics), **DO NOT enroll it in the Program. Moreover, if any part of your Content has ever been published or made available to the public under a Creative Commons license other than CC BY-NC-ND (Creative Commons Attribution – NonCommercial – NonDerivative), DO NOT enroll it in the Program.** You must have the permission of any rights holders of copyrighted works you include in your Content. Copyrighted works include but are not limited to sound recordings, song lyrics and music, music samples or other audio samples, other people's video clips, television broadcasts and printed documents authored by another. Trademarks include but are not limited to the logos, typefaces, and graphics of famous brands.

6.5 Company warrants that it will use the rights conveyed by you only within the scope of the license granted herein.

ARTICLE 7 - INDEMNIFICATION

You shall indemnify and hold harmless Company, its directors, shareholders and officers from any liabilities and damages, including attorney's fees that accrue as a proximate result of your intentional and/or unintentional acts and/or omissions that are in violation of your representations and warranties under this Agreement.

ARTICLE 8 - COMPANY DISCLAIMERS, LIMITATIONS OF LIABILITY

THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE TO YOU FOR INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR PENALTIES ARISING FROM OR RELATED TO THIS AGREEMENT EXCEPT FOR WILLFUL MISCONDUCT BY COMPANY. COMPANY AND ITS AFFILIATES WILL NOT BE LIABLE TO LICENSOR UNDER ANY LEGAL THEORY OR FOR ANY AMOUNT ARISING FROM OR RELATED TO LICENSOR CONTENT SUBMITTED TO COMPANY. FOR THE PURPOSE OF THIS ARTICLE, "AFFILIATE" MEANS ANY PARTY CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH COMPANY.

ARTICLE 9 - TERM & TERMINATION

9.1 Subject to the one (1) year period mentioned under paragraph 9.2 below, in the event that you lose rights to a particular piece of Content or decide to stop monetizing it through the Program, you may remove such individual piece(s) of Content from the Program by switching off the monetization option in your Artist account dashboard on the Jamendo platform (on a track by track basis). Please note that it may take up to thirty (30) days for us to adequately process your request.

9.2 Regarding your Content that third parties have put on YouTube and that the Company has activated for monetization as part of your participation in the Program, the rights granted herein shall be for an initial period of one (1) year. Consequently, any piece(s) of Content that you enroll in the Program must stay therein for one (1) year. Thereafter the term shall renew for consecutive one (1) year periods unless either Party sends notice of

termination at least thirty (30) days prior to the anniversary date. In addition, in the event of material breach of this Agreement by either Party, if the other Party issues a written notice to cure to the Party in breach, such Party in breach shall have 30 days to cure such breach. In the event that the material breach is not cured within such 30-day period, this Agreement shall terminate immediately upon the non-defaulting Party's further written notice. All licenses granted in this Agreement will expire upon termination and the Company shall then cease monetization of your Content. Upon any termination hereunder, Company will retain any amounts due it under the terms of this license and remit any sums payable to you. Termination does not affect Company's obligation to pay you, and this Article 9 survives termination of the Agreement. Company will also provide you with information on all identified Content upon request at the termination of this Agreement.

ARTICLE 10 - MISCELLANEOUS

10.1 The Parties hereto are independent contractors, and nothing in this Agreement creates an agency, partnership, or joint venture.

10.2 The Company may assign rights or delegate its obligations under this Agreement to any parent, subsidiary, or as part of a merger or acquisition of its business or its assets. You may assign or delegate any part of this Agreement to any parent, subsidiary, or as part of a merger or acquisition of your business or your assets.

10.3 This Agreement sets forth the entire agreement between the Parties and supersedes any prior agreements, whether or oral or written, regarding the Program.

10.4 This Agreement may be amended by the Company at any time upon notice to you via email at the address below at which time you will have option to opt out of the amendment and terminate this Agreement. If this Agreement conflicts with any other agreement applying to Company's use of Content, these terms control. All notices hereunder shall be sent in writing to the Company (Attention: Legal) and to the addresses listed below. If any provision of this Agreement conflicts with applicable laws or is adjudicated to be illegal, that provision will be deemed eliminated from the Agreement and the Agreement will remain in effect so long as the essential purpose can still be achieved.

10.5 This Agreement is governed by and shall be construed in accordance with the laws of Luxembourg without regard to any conflict of laws principles. Any dispute arising out of or relating to its interpretation or performance, or the breach thereof, shall be exclusively referred to and settled by the competent courts of Luxembourg City, Luxembourg.

10.6 This Agreement has been originally written in English. This Agreement may however be available translated in other languages. In case of any discrepancy or difficulty of interpretation between these different linguistic versions, the English version shall prevail.

10.7 Whenever the context so requires, the singular number shall include the plural and vice versa, and the masculine, feminine and neutral genders shall include each other. Subject matter headings are for convenience only.