

JAMENDO LICENSING GENERAL TERMS OF SALE

Last updated on January 27th, 2020

IF YOU WANT TO PURCHASE AN « IN-STORE » LICENSE, YOU MAY OMIT READING SECTION 2.2 BELOW WHICH CONCERNS OUR « CATALOG » LICENSE.

IF YOU WANT TO PURCHASE A « CATALOG » LICENSE, YOU MAY OMIT READING SECTION 2.1 BELOW WHICH CONCERNS OUR « IN-STORE » LICENSE AND GO STRAIGHT TO SECTION 2.2

1. Purpose

These General Terms of Sale (the “**General Terms**”) govern the terms and conditions by which the Client (the « **Client** » or « **You** » or « **Your** ») of Jamendo SA, whose registered office is located at 76 avenue de la Liberté, L-1930 Luxembourg, Luxembourg, registered with the Trade and Companies Register of Luxembourg under number B104301 and with the VAT authorities under number LU22234927 (« **Jamendo** »), uses the Jamendo Licensing service (the « **Service** » or « **Services** ») set up by Jamendo and through which the Client obtains, through the purchase of various licenses, the right to use musical works or any other audio content and related material (lyrics, album covers, etc) (the « **Works** » or « **Music Works** ») provided by the members of the Jamendo community (the « **Artists** ») and available in the Jamendo Licensing catalogue. By purchasing a license through the Service and by accepting these General Terms at the time of the purchase, You agree to be bound by all their provisions. These General Terms and the Jamendo Licensing Specific Terms generated at the time of the purchase (the “**Specific Terms**”) collectively comprise the « **Agreement** ».

If You are accepting this Agreement on behalf of Your employer or another entity identified in the Client Account, You represent and warrant that You have full authority to bind Your employer or such entity. If You do not have such authority or You do not agree with this Agreement, please do not accept this Agreement and do not purchase any product or service on Jamendo Licensing.

2. Scope of the license

All rights in the Works, including, without limitation, all copyrights, related rights and other intellectual property rights which are not explicitly granted under these General Terms, are retained by Jamendo or the Artists.

2.1 Grant of license under Jamendo Licensing “In-Store” Program

(1) By purchasing an In-Store background music license, Jamendo hereby grants You a license which is non-exclusive, non-transferable, non-sub-licensable, limited to the duration indicated in the Specific Terms, as applicable, and enabling You to use playlists of curated Music Works available in Your personal Client space at <https://licensing.jamendo.com/en/my-account/in-store-licensing> (the “**Music Works Selection**”) as background music in a public place (broadcasting rights).

This license further authorizes You to reproduce the Music Works Selection on any analog or digital media for the purpose of broadcasting the Music Works Selection in the public place.

(2) Unless otherwise specified in the Specific Terms, In-Store licenses are granted for an initial duration of twelve (12) months (annual subscription) and automatically renew upon expiry for the same duration - a notification will be sent to the Client by Jamendo 45 days in advance for this purpose. You may terminate this license and prevent the auto-renewal by sending us a registered letter or an e-mail (talk-to-us@jamendo.com) at least one (1) month before the end of the license term.

Jamendo reserves the right to charge a new Fee (defined below) for the license renewal corresponding to the public fees in force at the time of renewal. In this case, You will be notified of the increase or decrease of the applicable fees prior to the expiration of Your license. Jamendo also reserves the right to restrict access to the Client Account and the Music Works Selection that is part of the In-Store license in the event of Your failure to pay the Fee upon renewal. In such event, interest calculated on the unpaid Fee at the rate of 1% per month shall be due and payable.

(3) After Jamendo’s acknowledgement of Your payment, You will be granted access to:

- a dedicated streaming page in Your Client’ space allowing You to play the In-Store Music Works Selection online;

- a dedicated download page allowing You to download the Music Works Selection in mp3 format; as mentioned above, the In-Store license authorizes You to reproduce the Music Works Selection on any analog or digital media for the purpose of broadcasting the Music Works Selection in the public place;

- the dedicated Jamendo In-Store mobile application (iOS, Android, Windows) as well as to the access codes allowing You to log into this application.

(4) After Jamendo’s acknowledgement of Your payment, You will be able to print a certificate listing the specific conditions of the license (identification of the Client, duration of the license, identification of the space in which the Works are used, etc.) from Your Client Account.

(5) The In-Store Music Works Selection will be updated on monthly basis by Jamendo without notice in order to add new Works or remove Works no longer part of the Jamendo Licensing In-Store offer. You agree that You will update accordingly at least every six months all copies of the Music Works selection that You have in Your possession.

2.2 Grant of license under Jamendo Licensing “Catalog” Program

2.2.1 General conditions of the Jamendo Licensing “Catalog” license

(1) By purchasing a license for music synchronization, Jamendo hereby grants You a perpetual, non-exclusive, transferable (under certain conditions) and non-sub-licensable license to use, reproduce and communicate to the public a Work as synchronized within a “Project” (as defined below), for the uses enumerated below and valid worldwide (e.g. for any online use and mobile in app use) or geographically limited depending on the type of Catalog license purchased: "Personal" license, "Standard" license, "Large" license, an “Extended” license or "Full Scale" license.

(2) For the purpose of this Agreement a Project (the “Project”) is a single audio or audiovisual or other multimedia creation containing the Work as reproduced in synchronization or timed relation with the rest (or a portion thereof) of the content of said creation. For example, with respect to an audiovisual creation a Project is the final cut of said creation.

(3) For the sake of clarity, whenever a right to synchronize a Work is mentioned in this Agreement, it means that the Work must be used by the Client in a synchronized form with other content (e.g. other audio content, video, images, website); thus, for instance, communicate the Work to the public, and/or have the Work communicated to the public, in an unsynchronized form (i.e. communicate to the public the Work on its own) is hereby prohibited.

(4) You may transfer the completed Project to a third party (e.g. Your client or licensee) to be reproduced and communicated to the public for uses permitted below, provided that such third party shall have no other rights to use the Work (beyond its use as part of the Project); in particular, such third party is not allowed to extract the Work from the Project.

2.2.1.1. "Personal" license permitted uses

As an individual and only on Your own behalf, You may purchase a Personal license provided You are at least 18 or over the age of majority applicable in Your country of residence. In the event You are a minor, You can only purchase a license with the prior written approval of an adult having legal authority over You (e.g. Your parents) and You must provide to Jamendo upon first demand a copy of any document to substantiate said written approval. For the avoidance of any doubt, a Personal license can only be purchased by individuals (i.e. it is not available to companies, businesses, organizations,

NGOs, institutions or any other type of private or public legal entity). The permitted uses under a Personal license are the following:

- (1) Modify or adapt the Work, for the purpose of the uses hereby permitted, provided that You do not modify the Work to the prejudice of any moral rights retained by the Artists;
- (2) Use and reproduce the Work for the purpose of synchronizing it as music for personal websites or personal blogs. For the avoidance of any doubt, said synchronization of the Work shall only allow background (passive) listening experience by online end users;
- (3) Use and reproduce the Work for the purpose of synchronizing it in personal videos (e.g. family videos) or any other visual, audio (e.g. podcast) or audiovisual content created by You and on Your own behalf, and communicate the Project to the public online (including on video platforms such as YouTube, Twitch, Dailymotion, Vimeo, Facebook, and on podcasts platforms). Moreover, You are allowed to monetize the Project on any such online platform provided that your Project does not include any promotion or endorsement of a third-party's brands, products or services for which You get paid by - and/or receive any kind of commercial benefit from - said third-party or its partners (e.g. paid product placement, sponsorships, ads).

2.2.1.2. "Standard" license permitted uses

A Standard license authorizes You to:

- (1) Modify or adapt the Work, for the purpose of the uses hereby permitted, provided that You do not modify the Work to the prejudice of any moral rights retained by the Artists;
- (2) Use and reproduce the Work for the purpose of synchronizing it as music for professional and commercial websites. For the avoidance of doubt, said synchronization of the Work shall only allow background (passive) listening experience by online end users;
- (3) Use and reproduce the Work for the purpose of synchronizing it in professional, corporate and commercial videos, advertisements and any audio content, and communicate the Project to the public online (e.g. webradio, webcast, podcast, website video, online advertisement). However, broadcasting the Project through paid or subscription-based online TV and/or making it available to the public through any type of paid or subscription-based video on demand service are not allowed under the Standard license and require a Full Scale license;
- (4) Use and reproduce the Work for the purpose of synchronizing it in a music-on-hold system for telephones or answering machines for one office or location only. For the avoidance of doubt, the Standard license does not cover any music-on-hold services for telephones or answering machines included in a service package offered by a company such as, for example, a reseller or a distributor;

(5) Communicate the Project to the public internally within a company or any other organization or legal entity (e.g. through an Intranet, for internal meetings, for training materials).

(6) Use and reproduce the Work for the purpose of synchronizing it in an unlimited number of episodes of a podcast series, or in an unlimited number of videos uploaded on the same YouTube channel (or similar video platform) provided that such podcasting activity or YouTube channel constitutes Your main professional activity as an individual or as a legal entity. For the avoidance of any doubt, this means for example that only one Standard license cannot be used to upload on YouTube videos advertising products and/or services if the sale or distribution of such products and/or services constitutes Your main professional activity (i.e. in such a case, You need one Standard license for each video).

(7) Use and reproduce the Work for the purpose of synchronizing it in a TV pilot episode or a Radio pilot episode and communicate this Project (pilot episode) to the public on any corresponding medium (analogue and digital TV / Radio, whether terrestrial or via cable or satellite; on the Internet).

(8) Use and reproduce the Work for the purpose of synchronizing it with any audio content and broadcast the Project on local/regional terrestrial radios (i.e. which do not have a nationwide coverage).

(9) Use and reproduce the Work for the purpose of synchronizing it with a mobile application, and distribute the Project in up to 1,000,000 (one million) digital copies (whether for free or paid), through the download of said mobile application on smart phones, connected devices and tablets via mobile applications stores including, among others, Google Play Store, Apple Store, Windows Phone Store, Amazon Store and Tizen. The aforementioned 1,000,000 downloads limit is to be considered a maximum limit all mobile applications stores combined worldwide. The Project cannot, however, be a music mobile application enabling its users to listen to and/or download music. Moreover, the Standard license does not allow the use of the Work(s) in mobile video editors or similar mobile applications allowing an unlimited number of end users to create an unlimited number of video projects containing the Work(s).

2.2.1.3. "Large" license permitted uses

A Large license includes all uses permitted under a Standard license and further authorizes You to:

(1) Use and reproduce the Work for the purpose of synchronizing it with any audio content and broadcast the Project on national radio (terrestrial, cable, satellite); international broadcast is not allowed under the Large license;

(2) Use and reproduce the Work for the purpose of synchronizing it with any video content (e.g. films, documentaries, advertisements) and communicate the Project to the public on local/regional television (i.e. which does not have a nationwide coverage) and/or with a maximum of 1,000,000 (one million) television viewers regardless of the communication medium (including cable, satellite, IP TV, on pay-per-view TV channels or free channels). However, broadcasting the Project through paid or subscription-based online TV and/or making it available to the public through any type of paid or subscription-based video on demand service are not allowed under the Large license and require a Full Scale license;

(3) Use and reproduce the Work for the purpose of synchronizing it with any video content (e.g. films, documentaries, advertisements) and communicate the Project to the public in local/regional cinemas (i.e. which are not available nationwide such as AMC, Cineworld or Pathe cinema chains) and/or with a maximum of 100,000 (One Hundred Thousand) viewers;

(4) Reproduce and distribute the Project on any analog or digital storage medium (including but not limited to CD, DVD, Blu Ray) as well as in audio books and audio guides, in any format, up to 50,000 (Fifty Thousand) physical/digital copies;

(5) Use and reproduce the Work for the purpose of synchronizing it in any software or PC/console video game and distribute up to 50,000 (Fifty Thousand) physical/digital copies of the Project, in any format, through any physical media, through download, streaming and app stores available on PC/video game consoles including, among others, Apple Store, Windows Store, Steam, GOG, XBLA, PlayStation Store, Origin, UPlay, etc.

(6) Use and reproduce the Work for the purpose of synchronizing it with any audio and/or video and/or visual content and communicate the Project to the public through public display and performance in public places such as at points of sale, at professional trade fairs, at conferences (with an unlimited number of listeners and/or participants), at festivals and other live events, or in the framework of performing arts (e.g. theatre plays, dance exhibitions, fireworks);

(7) Use and reproduce the Work for the purpose of synchronizing it with a mobile application, and distribute the Project in up to 10,000,000 (Ten Million) digital copies (whether for free or paid), through the download of said mobile application on smart phones, connected devices and tablets via mobile applications stores including, among others, Google Play Store, Apple Store, Windows Phone Store, Amazon Store and Tizen. The aforementioned 10,000,000 downloads limit is to be considered a maximum limit all mobile applications stores combined worldwide. The Project cannot, however, be a music mobile application enabling its users to listen to and/or download music. Moreover, the Large license does not allow the use of the Work(s) in mobile video editors or similar mobile applications allowing an unlimited number of end users to create an unlimited number of video projects containing the Work(s).

2.2.1.4. "Extended" license permitted uses

An Extended license includes all uses permitted under a Large license and further authorizes You to:

(1) Use and reproduce the Work for the purpose of synchronizing it with any audio content and broadcast the Project on radio worldwide (terrestrial, cable, satellite);

(2) Use and reproduce the Work for the purpose of synchronizing it with any video content (e.g. films, documentaries, advertisements) and communicate the Project to the public on national television (i.e. which has a nationwide coverage) regardless of the communication medium (including cable, satellite, IP TV, on pay-per-view TV channels or free channels); international distribution on television is not allowed under the Extended license and requires a Full Scale license; moreover, broadcasting the Project through paid or subscription-based online TV and/or making it available to the public through any type of paid or subscription-based video on demand service are not allowed under the Extended license and require a Full Scale license;

(3) Use and reproduce the Work for the purpose of synchronizing it with any video content (e.g. films, documentaries, advertisements) and communicate the Project to the public in national cinemas (i.e. which are available nationwide such as AMC, Cineworld or Pathe cinema chains); international distribution in cinemas is not allowed under the Extended license and requires a Full Scale license;

(4) Reproduce and distribute the Project on any analog or digital storage medium (including but not limited to CD, DVD, Blu Ray) as well as in audio books and audio guides, in any format, up to 500,000 (Five Hundred Thousand) physical/digital copies;

(5) Use and reproduce the Work for the purpose of synchronizing it in any software or PC/console video game and distribute up to 500,000 (Five Hundred Thousand) physical/digital copies of the Project, in any format, through any physical media, through download, streaming and app stores available on PC/video game consoles including, among others, Apple Store, Windows Store, Steam, GOG, XBLA, PlayStation Store, Origin, UPlay, etc.

(6) Use and reproduce the Work for the purpose of synchronizing it with a mobile application, and distribute the Project in an unlimited number of digital copies (whether for free or paid), through the download of said mobile application on smart phones, connected devices and tablets via mobile applications stores including, among others, Google Play Store, Apple Store, Windows Phone Store, Amazon Store and Tizen. The Project cannot, however, be a music mobile application enabling its users to listen to and/or download music. Moreover, the Extended license does not allow the use of the Work(s) in mobile video editors or similar mobile applications allowing an unlimited

number of end users to create an unlimited number of video projects containing the Work(s).

2.2.1.5. "Full Scale" license permitted uses

A Full Scale license includes the uses permitted under the Standard license, the Large license and the Extended license, and further authorizes You to:

(1) Use and reproduce the Work for the purpose of synchronizing it with any video content (e.g. films, documentaries, advertisements) and communicate the Project to the public on television worldwide regardless of the communication medium (including cable, satellite, IP TV, on pay-per-view TV channels or free channels) with an unlimited number of viewers (unlimited audience), as well as through paid or subscription-based online TV and/or by making it available to the public through any type of paid or subscription-based video on demand service.

(2) Use and reproduce the Work for the purpose of synchronizing it with any video content (e.g. films, documentaries, advertisements) and communicate the Project to the public in cinemas worldwide;

(3) Reproduce and distribute the Project in an unlimited number of physical/digital copies on any analog or digital storage medium (including but not limited to CD, DVD, Blu Ray) as well as in audio books and audio guides, in any format;

(4) Use and reproduce the Work for the purpose of synchronizing it in any software or PC/console video game and distribute the Project in an unlimited number of physical/digital copies, in any format, through any physical media, through download, streaming and app stores available on PC/video game consoles including, among others, Apple Store, Windows Store, Steam, GOG, XBLA, PlayStation Store, Origin, UPlay, etc.

A Full Scale license may also allow other uses and/or be finetuned according to Your needs subject to discussion and in agreement with Jamendo. Should You need such a Full Scale license with a custom scope, please contact Jamendo (by phone or by sending an email to talk-to-us@jamendo.com).

2.2.2 Catalog Packages and Subscriptions

In addition to acquiring single licenses, Jamendo offers the Client the right to purchase various packages or take a subscription as described below. However, as the availability of these packages and subscriptions may vary with time, You are advised to visit Jamendo's website.

2.2.2.1 License Packs

License Packs (also called “Track Packs” on Jamendo’s website) are available online on Jamendo’s website. A customized License Pack containing a customized number of licenses can also be requested by contacting the Jamendo team as indicated on Jamendo’s website. You can also request several Packs at the same time by contacting the Jamendo team.

A License Pack follows the terms of the corresponding License type as provided under these General Terms.

At any time, You can check the number of remaining licenses from the pack You have purchased in Your Client Account.

2.2.2.2 Yearly Unlimited Catalog Access (Annual subscription)

(1) You have the possibility, as part of the "Catalog" Program, to subscribe to our "One year Unlimited access" subscription, which allows You to use an unlimited number of Works in an unlimited number of Projects subject to and within the framework of the chosen Catalog license(s). Said license(s) must be used at the latest by the end of the 3rd month following the expiry of Your annual subscription.

(2) The Unlimited access subscription plan is described on Jamendo’s website and applicable fees and payment terms may vary.

(3) The Unlimited access subscription has a one (1) year duration and automatically renews for the same duration. You may terminate Your subscription and prevent its auto-renewal by sending us a letter by mail or an e-mail (talk-to-us@jamendo.com) at least ten (10) calendar days before its expiration. Jamendo reserves the right to charge a new Fee (as defined below) at the time of the subscription renewal, depending on its then current fee. In this case, You will be notified about the increase or decrease in the applicable fees prior to the renewal of Your subscription. For the avoidance of any doubt, the one (1) year duration applicable to the Unlimited access subscription does not interfere with the duration of the selected Catalog license as provided for under Section 2.2.1.(1).

2.2.2.3 Quarterly Unlimited Catalog Access under a “Standard” License for podcasting

(1) You have the possibility, as part of the "Catalog" Program, to subscribe to our "Quarterly Podcast subscription”, which allows You during a period of three consecutive months, subject to and within the framework of the “Standard” license, to:

- use and reproduce an unlimited number of Works for the purpose of synchronization in an unlimited number of podcast episodes;
- communicate to the public, publicly perform online and broadcast live the Works as synchronized with the podcasts;

- communicate to the public, publicly perform online the Works as synchronized with the podcasts made available to the public for listening on demand (after the live broadcast).

The use and reproduction of the Work(s) for the purpose of synchronization in the podcast must be carried out within the three-months period covered by the Quarterly Podcast subscription. This means that You are not allowed to start the synchronization of a Work with a podcast episode after the three-months period covered by Your Quarterly Podcast subscription has expired.

(2) The Quarterly Podcast subscription plan and the applicable fee are described on Jamendo's website.

(3) The Quarterly Podcast subscription has a three (3) months duration and automatically renews for successive periods of three (3) months. You may terminate Your subscription and prevent its auto-renewal by sending us a letter by mail or an e-mail (at talk-to-us@jamendo.com) at least ten (10) calendar days before the expiration of the then current period. Jamendo reserves the right to charge a new Fee (as defined below) at the time of the subscription renewal, depending on its then current fee. In this case, You will be notified about the increase or decrease in the applicable fees prior to the renewal of Your subscription. For the avoidance of any doubt, the three (3) months duration of the Quarterly Podcast subscription does not interfere with the duration of the "Standard" license as provided for under Section 2.2.1 (1).

2.2.2.4 Unlimited Catalog Access for online use only (annual or monthly subscription)

(1) You have the possibility, as part of the "Catalog" Program, to subscribe to our "Unlimited access subscription for online use only", which allows You to use an unlimited number of Works in an unlimited number of Projects solely on the Internet and subject to the limits mentioned in (2) below.

More precisely, You are allowed to:

- use and reproduce an unlimited number of Works for the purpose of synchronization in an unlimited number of online Projects;

- communicate to the public, publicly perform online and broadcast live the Works as synchronized with the Projects;

- communicate to the public, publicly perform online the Works as synchronized with the Projects made available to the public for listening and/or viewing on demand (after the live broadcast).

For example, the Project may be an audio-visual creation to be published on online platforms such as YouTube, Vimeo, Twitch, Facebook, Instagram, an online advertising,

a podcast, an online corporate video, a personal or student video, an online charity campaign.

(2) Notwithstanding the foregoing, You are not allowed to use the Works for Projects that consist in or are related to online TV, online Radio or mobile applications.

Through Your Client Account You can generate and download a license certificate for each Work you choose. However, You cannot generate and download more than 50 certificates per day.

The use and reproduction of the Work(s) for the purpose of synchronization in the Project and the publication of the Project online must be carried out before the end of the subscription term (the month or the year term, according to Your subscription). This means that You are not allowed to start synchronizing a Work with a Project nor publish the Project online after the end of the subscription term even if You had already downloaded the Work while the subscription was still ongoing.

(3) The Unlimited access subscription plan for online use only and the applicable fee are described on Jamendo's website.

(4) The Unlimited access subscription for online use only has either a one (1) year duration or a one (1) month duration, either of which You can choose.

The one (1) year subscription automatically renews for successive periods of one (1) year. You may terminate Your subscription and prevent its auto-renewal by sending us a letter by mail or an e-mail (subscriptions@jamendo.com) at least ten (10) calendar days before its expiration. Jamendo reserves the right to charge a new Fee (as defined below) at the time of the subscription renewal, depending on its then current fee. In this case, You will be notified about the increase or decrease in the applicable fees prior to the renewal of Your subscription. For the avoidance of any doubt, the one (1) year duration applicable to the Unlimited access annual subscription for online use only does not interfere with the duration of the license as provided for under Section 2.2.1.(1).

The one (1) month subscription automatically renews for successive periods of one (1) month. You may terminate Your subscription and prevent its auto-renewal by sending us an e-mail (at subscriptions@jamendo.com) at the latest on the last day of Your current month subscription. Jamendo reserves the right to charge a new Fee (as defined below) at the time of the subscription renewal, depending on its then current fee. In this case, You will be notified about the increase or decrease in the applicable fees prior to the renewal of Your subscription. For the avoidance of any doubt, the one (1) month duration applicable to the Unlimited access monthly subscription for online use only does not interfere with the duration of the license as provided for under Section 2.2.1.(1).

If You terminate your annual or monthly subscription to avoid its renewal much in advance, You will nevertheless remain authorized until the end of the subscription term

to make the uses of the Work(s) allowed under the Unlimited access subscription for online use only.

2.3 Grant of license under Jamendo Licensing “Livestream” Program

(1) By purchasing a Livestream background music license, Jamendo hereby grants You a license which is non-exclusive, non-transferable, non-sub-licensable, limited to the duration indicated in the Specific Terms, as applicable, and enabling You to use playlists of curated Music Works available in Your personal Client Account at <https://licensing.jamendo.com/en/my-account/live-stream> (the “Music Works Selection”) as background music in your Livestream (broadcasting rights).

For the purpose of this license, Livestream shall mean any video content streamed live and accessible over the Internet. It shall include streaming on Twitch platform and other similar platforms (Periscope, etc.). This license allows You to upload afterwards on the same platform the livestream which was playing the Music Works Selection in the background, as a pre-recorded video for further viewing by users of said platform (e.g. Video on Demand of a past Twitch stream). For the avoidance of any doubt, the Music Selection can only be used to create a background musical ambiance while streaming the video content (such as playing a game and streaming the feed through Twitch). It cannot be used for synchronization purposes. The Livestream license does not allow You to use the Music Works Selection in livestreams on YouTube, nor does it allow You to upload the VOD (Video on Demand) of twitch streams on YouTube.

(2) Unless otherwise specified in the Specific Terms, Livestream licenses are granted for an initial duration of one (1) month (monthly subscription) and automatically renew upon expiry for the same duration. You may terminate this license and prevent the auto-renewal by sending us a registered letter or an e-mail (talk-to-us@jamendo.com) at least one (1) week before the end of the license term. You may also terminate this license in your Client Account.

Jamendo reserves the right to charge a new Fee (defined below) for the license renewal corresponding to the public fees in force at the time of renewal. In this case, You will be notified of the increase or decrease of the applicable Fee prior to the expiration of Your license. Jamendo also reserves the right to restrict access to the Client Account and the Music Works Selection that is part of the Livestream license in the event of Your failure to pay the Fee upon renewal.

(3) After Jamendo’s acknowledgement of Your payment, You will be granted access to:

- a dedicated streaming page in Your Client’ space allowing You to play the Livestream Music Works Selection online;
- a dedicated download page allowing You to download the Music Works Selection in mp3 format; as mentioned above, the Livestream license authorizes You to reproduce

the Music Works Selection on any analog or digital media for the purpose of broadcasting the Music Works Selection in the specified livestream channel.

(4) After Jamendo's acknowledgement of Your payment, You will be able to print a certificate listing the specific conditions of the license (identification of the Client, duration of the license, identification of the Livestream channel in which the Works are used, etc.) from Your Client Account. You will also be able to download a monthly invoice corresponding to the license Fee.

(5) The Livestream Music Works Selection will be updated on monthly basis by Jamendo without notice in order to add new Works or remove Works no longer part of the Jamendo Licensing Livestream offer. You agree that You will update accordingly at least every six months all copies of the Music Works selection that You have in Your possession.

2.4 Free Trial Offers

On its website Jamendo may offer to new clients a free trial of its Jamendo Licensing In-Store background music Service as well as of its Livestream background music Service for a defined number of calendar days as indicated for each Service on Jamendo's website. Jamendo reserves the right, at its sole discretion, to determine Your eligibility for such a trial, and, subject to the applicable legislation, to restrict or modify a trial at any time, without notice or liability, to the widest extent authorized by law.

In order to start the free trial You will be required to provide Your contact details and banking information for credit card debit (unless You choose to pay by wire transfer in the case of the Jamendo Licensing In-Store background music Service).

At the end of the trial period, Jamendo will automatically charge You the price of the license which shall be due from the first minute following the end of the trial period. By providing Your banking information to Jamendo at the start of the trial You explicitly agree to this charging and to the corresponding payment unless You decide to cancel Your purchase and provided You do so before the end of the free trial period. In that case You must cancel Your purchase at the latest the minute preceding the end of the trial period, through Your Client Account or by sending an E-mail to talk-to-us@jamendo.com.

2.5 Prohibited uses

The following uses are prohibited under this Agreement:

(1) Any direct use of the Work, particularly making the Work on its own available through direct download, streaming, as part of a compilation, by distributing CDs, DVDs, jukebox, or any other audio-only product containing a Work which is not synchronized or combined with other video or audio content.

(2) Any use of the Work in a way that is fraudulent, illegal, libelous, defamatory, offensive, discriminatory or in any way that promotes, solicits or encourages the infringement of intellectual property rights, including Artists' moral rights, or otherwise brings Jamendo into disrepute.

3. Payment terms - Taxes - Customer's right of withdrawal

(1) In consideration of the license granted and the Service provided under this Agreement, the Client shall pay a fee (the "**Fee**") plus all taxes/VAT applicable (in the amount in effect on the date of the purchase) on the basis of the type of program offered through the Service and specifically selected at the time of the purchase.

Several options for payment of the Fee are available depending on the type of license purchased.

- Online payment through Jamendo's website:

(a) Catalog license:

The Client may pay the Fee online by credit card or through their PayPal account. However, in case of a Quarterly subscription as referred to under Section 2.2.2.3, Jamendo does not accept payment via PayPal. An invoice for the Fee and access to the Client Account and to the corresponding Music Work(s) shall be generated at the time of the online purchase and communicated to the Client. When the Agreement prescribes automatic renewal, the Client shall receive a notification stating that his account has been debited at the time of notification of renewal.

(b) In-Store license and Livestream license:

The Client may pay the Fee online by credit card. An invoice for the Fee and access to the Client Account and to the corresponding Music Works Selection shall be generated at the time of the online purchase and communicated to the Client. When the Agreement prescribes automatic renewal, the Client shall receive a notification stating that his account has been debited at the time of notification of renewal.

- Payment via bank transfer (not available for the Livestream license):

The Client may also pay the Fee offline by international bank transfer, subject to Jamendo's right to invoice the Client additional bank and administrative fees (amounting to a flat rate of 10.00 EUR/USD/GBP). The purchase will be confirmed via notification to the Client once Jamendo has received the Fee. The purchase invoice shall be generated, and Your access to the Client Account and to the Work(s) enabled, once Jamendo has validated the purchase. If Jamendo does not receive the payment of the Fee within 30 days following the date of the order, the order shall automatically be cancelled.

Except as stated otherwise in this Agreement (consumer right of withdrawal), upon Jamendo's purchase validation, the order is final, non-cancelable and non-refundable.

(2) You agree to pay for all the Services that You purchase through Jamendo and you authorize Jamendo to debit Your payment method for all Services purchased, as well as any additional amounts (including all taxes and late payment fees, if any) incurred by You or relating to Your Account. You are responsible for the timely payment of all Fees and for providing Jamendo with a valid payment method for the payment of any Fee and related charges. You agree to receive all invoices electronically, including by email. The total price shall include the price of the Services plus all applicable taxes/VAT (at the rate in effect on the date of the purchase).

(3) Right of withdrawal (at a distance purchase): If You are a consumer resident in a Member State of the European Union and purchased at a distance (i.e. online or over the phone), You are entitled to cancel Your purchase order within 14 days from the date of the order without giving any reasons. If You are resident outside the European Union and if the laws of Your country of residence contain public policy provisions applicable to consumers including a similar right of withdrawal, You are entitled to cancel Your purchase order within the applicable time frame. To cancel Your purchase, You must inform Jamendo of Your decision. In order for the decision to be taken into consideration immediately, we recommend that You use the "Contact Us" section (talk-to-us@jamendo.com) or our online instant messaging program in order to cancel Your purchase. You also have the possibility of informing us by using the cancellation form template below or through any other clear statement. In order to comply with the cancellation period, You must send Your notice of cancellation before the expiration of the 14-day period or other applicable time frame.

Consequences of cancellation: Jamendo will refund You the amount corresponding to the Fee you paid within a reasonable time frame from the date of receipt of Your notice of cancellation.

Exception to the right of withdrawal: You cannot, however, cancel Your purchase as a consumer within said period of 14 days (or other applicable time frame) if the use of the Service(s) (e.g. download of Works) has started following Your request and acknowledgement that in doing so, You lose Your right of withdrawal.

Cancellation form template:

- Recipient: Jamendo SA, 76 avenue de la Liberté, L-1930 Luxembourg
- I hereby inform you of my decision to cancel my purchase for the following: (insert the reference of the purchase, type of license purchased, etc.)
- Ordered on (date)/received on (date)
- Consumer's name

- Consumer's address
- Date

(4) Late Payment Interest. Jamendo reserves the right to charge interest in case of late payment by the Client, at the rate of 12% per annum from the due date to the payment date.

Jamendo may request a flat fee of 40.00 EUR to compensate for recovery costs without the necessity of a reminder. Jamendo may also claim a reasonable indemnity to cover for all other costs which exceed this amount (namely to cover the expenses for a lawyer or a debt-collection company).

Jamendo also reserves the right to stop providing the Client with the Service(s), to close the Client Account and terminate the Agreement.

(5) The Client is responsible for paying any bank or similar fees/charges, sales taxes, valued added taxes and withholding taxes imposed by any jurisdiction for use of the Works and/or deriving from the license granted to You.

(6) Jamendo reserves the right to modify the Fees of the Services and shall not offer any discount or refund in the event of a price drop or a promotional offer subsequent to a purchase by the Client.

4. Client representations and indemnification obligations

(1) The use of the Jamendo Licensing Services requires that You register and provide some personal information to Jamendo. You agree to provide Jamendo with accurate and complete information and keep it up-to-date. Login credentials may grant You access to some restricted Services. Such credentials are personal to You and should not be shared with or disclosed to third parties under any circumstances. You agree to hold Jamendo harmless from and against any wrongful use of Your credentials or account, whether or not fraudulent, caused by Your acts or omissions, or those of a third party.

(2) You agree to defend, indemnify and hold Jamendo, its affiliates and the Artists harmless from and against any claims, costs, demands, expenses and liabilities which may result from breach by You or anyone acting on Your behalf or using your credentials or account of any terms of this Agreement.

(3) For each use of the Work You must give attribution to the Artist as follows: "Artist's Name – Work's Title", except where technical constraints make it impossible to give such attribution. You shall also use Your best efforts to include "Provided by Jamendo".

(4) If You purchase a Catalog license, You agree to transmit to Jamendo a copy of the Project in which the Work is incorporated, and authorize Jamendo to transmit this copy

to the Artist for informational purposes only. You also authorize Jamendo to use its copy of the Project to promote its Services.

(5) If You purchase a Catalog license, You must not use the word “Jamendo” or any other element, including but not limited to, Jamendo design, colors, trademarks, domain name or logo, in a manner that suggests that the Project originates with or is endorsed by Jamendo in any way. You must also ensure that the Project user experience and appearance are not confusingly similar to the user experience, appearance or “look and feel” of any part of the Jamendo Services.

(6) You hereby agree and authorize Jamendo to use Your and/or Your legal entity’s name, logo, and/or trademark in order to promote Jamendo Services. You expressly authorize Jamendo to use these elements, for business reference purposes, on its website and in any presentation, report, case study, marketing materials and similar documentation.

5. Jamendo representations, indemnification and limitation of liability

(1) Jamendo represents that the Artists, by joining Jamendo Licensing’s platform and catalogue and by accepting the Jamendo Licensing Distribution Agreement, represent and warrant that they hold sufficient rights in the Works to grant to Jamendo the required licenses for the distribution of the Works on the Jamendo Licensing platform and, through Jamendo, to its clients and partners under this Agreement. Accordingly, Jamendo represents that Your use of the Work(s) in accordance with this Agreement and in the form delivered by Jamendo will not infringe the copyright and neighboring rights of any third-party.

(2) Jamendo shall defend, indemnify and hold You harmless from and against any third party claim, including related cost reasonably incurred by You, resulting directly from a breach by Jamendo of its representations hereunder. However, any amount to which you are entitled is subject to the following conditions and limitations: (i) You have not breached this Agreement; (ii) You have used the Work(s) in accordance with this Agreement; (iii) You must promptly notify in writing Jamendo of any such claim, as Jamendo is not liable to pay any amounts resulting from such claim that were incurred by You between the date the claim first arose and the date Jamendo received Your notification; (iv) the claim concerned has been settled or has resulted in a final judgment adverse to You rendered by a court of competent jurisdiction; and (v) Jamendo’s liability is limited to 33% of the aggregate Fees You paid to Jamendo during the 12 months preceding the date Jamendo received Your notification.

(3) All Works delivered by Jamendo to You in performance of this Agreement are selected by Jamendo’s Music Team at its sole discretion, employing its own criteria of sound quality, composition quality and/or popularity on the Jamendo website. The Works are provided on an “as is” basis and, except as expressly mentioned in this Agreement, Jamendo disclaims all warranties and conditions of any kind relating to the Works,

including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

(4) Jamendo does not represent or warrant that You will not be required to pay performing rights fees or any other similar fees to local performing rights organizations or similar collecting societies under specific local statutes or legislations.

(5) Jamendo does not represent or warrant that the Service will operate without interruption or error-free, or that the Service will be accessible at all times, and in particular, Jamendo has no responsibility for the quality of Your Internet or connectivity and particularly in the event of Internet network congestion or insufficient Internet connection bandwidth (a minimum internet connection speed of 1Mbit/sec is highly recommended). Jamendo also may temporarily suspend the operation of the Service in order to implement improvements or perform necessary routine or emergency maintenance and will do its best to give You advance notice of any suspension.

(6) Jamendo disclaims all liability to You or any third party for any indirect or consequential liability, cost, claim or damage resulting from the performance of this Agreement, or the lawful termination hereof, including but not limited to, loss of profits, loss of opportunity, loss of reputation, loss of data. Furthermore, Jamendo disclaims all liability for any cost, claim, damage or loss resulting from a modification made to the Work(s) by You or resulting from the context in which the Work(s) is (are) used.

(7) With respect to the all Works and any other copyrighted material owned by third parties in the Service and/or on any Jamendo website, Jamendo is an Online Service Provider under the United States Digital Millennium Copyright Act or "DMCA" (17 U.S.C. § 512). Jamendo has implemented procedures to promptly remove such content or information submitted by users when it receives a proper notification of claimed infringement ("Notification"). Such Notification must be in writing and include the following six (6) elements: (1.) physical or electronic signature of a person who is authorized to act on behalf of the owner of an exclusive right alleged to have been infringed; (2.) identification of the copyrighted work alleged to have been infringed; (3.) identification of the material that is claimed to be infringing or to be the subject of infringing activity, and which should be removed (or have access disabled); (4.) information sufficient to permit Jamendo to contact the complaining party, such as name, address, telephone number, and if the complaining party has an email address, the email address where the complaining party can be reached; (5.) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (6.) a statement that the Notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. The remaining procedures will be followed with respect to any counter-notifications received by Jamendo as well. Please submit any such takedown notice under the DMCA to copyright@jamendo.com with a copy mailed to:

Jamendo S.A.
Legal Department
76 avenue de la Liberté
Luxembourg
L-1930, Luxembourg

6. Termination

(1) If You breach any of Your obligations hereunder and fail to remedy the breach within 30 (thirty) days of Jamendo's written notice of such breach (such notice being valid if done by e-mail, fax, regular mail or courier service), Jamendo may, at its sole discretion, terminate this Agreement at any time after such 30-day period, effective upon receipt by You of a written termination notice from Jamendo. The exercise of this termination right by Jamendo shall be without prejudice to its right to seek damages for any harm suffered as a result of such termination.

Upon termination You agree to cease any further use of the Work(s) and to delete all copies of the Work(s) in Your possession.

Section 2.5, Section 3 (until all payments have been made), Section 4, Section 5 (3), (4), (6) and (7), Section 6 and Section 7 (excluding its paragraph (5)) shall survive the expiration or termination of this Agreement.

(2) In the case mentioned in paragraph (1) of this Section, the applicable Fee will however remain fully owed by the Client to Jamendo and shall not be subject to any reimbursement.

7. Miscellaneous

(1) Jamendo reserves the right to revoke or amend the terms of this Agreement and replace the Work with an alternative one for any reason, including but not limited to a claim of alleged copyright infringement by a third party. Upon notification from Jamendo, or if You become aware of such claim, You must immediately stop using the Work at Your own expense and delete all copies in Your possession.

(2) Jamendo is the sole holder of the intellectual property rights relating to its trademarks, patents, software, logos, graphics, images, photographs and animations contained in the Services. They may not be reproduced without Jamendo's express written consent. Jamendo grants You a license to use them, strictly limited to accessing, downloading, reproducing on any digital media and using them, for personal purposes only (unless otherwise indicated in the Specific Terms) and only within the framework of the use of the Services by You and for such time as You are registered for the Services. Any use of the "Jamendo" trademark or logo, alone or associated with other content requires Jamendo's prior written consent (save to the extent expressly authorized under this Agreement, as the case may be).

(3) You are informed and agree that personal data about You may be collected by Jamendo and processed in connection with the provision of the Service(s) as well as in connection with Your use of Your Client Account and more generally Your use of Jamendo's website. The description of the personal data that is collected, of the purpose of the processing and of other aspects related to the management of this data is made in the Privacy Policy available via a link on Jamendo's website. By accepting this Agreement You acknowledge having read this Privacy Policy and You consent to our use of Your personal data in accordance with said policy.

(4) This Agreement is personal to the Client and may not be assigned to a third party without Jamendo's prior written consent. Jamendo 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.

(5) These General Terms may be periodically updated and modified. You are advised to consult them on Jamendo's website from time to time.

(6) In the event that any provision of this Agreement is held to be invalid, the parties hereby agree that the other provisions of the Agreement shall remain valid and that the Agreement will remain in full force and effect.

(7) 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.

(8) This Agreement and all related document have been originally drawn up in English. In the event of any discrepancy between this Agreement translated into other languages and the English version, the English version shall prevail.