

ADVERTISER SERVICE AGREEMENT

1 This Agreement

This Advertiser Service Agreement ("Agreement") is a binding legal document between Exaget and you, which explains your rights and obligations as an Advertiser customer of Exaget. "Advertiser" shall mean either (a) you as an individual or (b) your company, if you are using the services under this Agreement in your capacity as an employee, representative or agent of a company. "Exaget" shall mean Exaget Oy, Business ID 2446666-5, address Energiakuja 3, 00180 Helsinki, Finland.

By checking the "I Agree to the terms and conditions of the Advertiser Service Agreement" box, or by using the Services, Advertiser agrees to be bound by this Agreement. If you do not agree to this Agreement, then do not check the afore-mentioned "I Agree" box and do not use the Services.

2 Purpose of the Agreement

The purpose of this Agreement is to agree on the terms applicable to the ad and content placement services offered by Exaget to the Advertiser. The service is based on computer infrastructure controlled by Exaget, and it is accessible via Internet.

3 Definitions

"Ad Placement Service" shall mean an online platform service provided by Exaget through which Advertiser's targeted advertising and other content can be inserted into the Broadcaster Stream of one or several Broadcasters on the basis of the listener's location, age, listening preferences and any other implemented listener criteria. Furthermore, the service includes an online portal through which the Advertiser can access related documentation and instructions, as well as any ad placement settings and reports implemented in the service, including, but not limited to, user guide, reporting guides and ad design guides.

"Advertisement Guidelines" shall mean the advertisement guidelines of Exaget in force at the time of Advertiser's acceptance of this Agreement, publically available at the Exaget website (Exaget.com). Exaget may amend such guidelines from time to time, in which case such terms shall become binding as amended by Exaget.

“Advertiser Content” shall mean all data and content (i) submitted or uploaded by Advertiser, or by another party on behalf of the Advertiser to the Ad Placement Service, including without limitation any advertisements or other similar content, and (ii) created by the processing occurring in the Ad Placement Service. To the extent Exaget has assisted the Advertiser in setting up Advertiser’s data or content to the Ad Placement Service, this data or content shall be considered Advertiser Content.

“Agreement” shall mean this document and all appendices mentioned herein, all of which form a binding legal contract between the parties.

“Broadcaster” shall mean an online radio broadcaster who has entered into a Broadcaster Service Agreement with Exaget and uses the Ad Placement Service to display targeted advertisements and content as part of its Broadcaster Stream.

“Broadcaster Service Agreement” shall mean an agreement entered into by an online radio broadcaster and Exaget on the use of the Ad Placement Service by the broadcaster and any services related thereto.

“Broadcaster Stream” shall mean such internet radio stream controlled and/or transmitted by any Broadcaster which the Broadcaster has indicated to Exaget as being subject to the Ad Placement Service by specifying such stream in the settings accessible via the online portal included in the Ad Placement Service.

“Downtime” shall mean the time after the notification of Advertiser to either the reporting system or a pre-announced support telephone number of Exaget during which the Ad Placement Service is not operating and therefore Unavailable. Downtime shall not include non-availability due to network congestion; or failure in network connections; or failures or defects in functioning of the Broadcaster side technology, such as Broadcaster’s apps, streams or streaming servers; or Scheduled Downtime. Logs of Exaget’s systems shall be used to establish whether the system is Unavailable or not.

“Price and Revenue Share Table” shall mean (a) the pricing, support and revenue share terms of Exaget in force at the time of Advertiser’s acceptance of this Agreement; or (b) if the Parties have agreed separately on any pricing, support and revenue share models applicable to Services under this Agreement, such pricing, support and revenue share models, complemented by the pricing, support and revenue share terms of Exaget referred to above in (a) to the extent such terms are not in conflict with the models agreed upon separately by the Parties. Exaget may amend the pricing, support and revenue share terms (item (a) above) from time to time, in which case such

terms shall become binding as amended by Exaget. Exaget may amend the pricing, support and revenue share models (item (b) above), only if it provides 60 days' prior notice, in which case such models shall become binding at the end of such notice period.

"Scheduled Downtime" shall mean that the Service is Unavailable between the hours 21.00 – 06.00 (GMT+2), and Exaget has notified the Advertiser about Unavailability at least 7 days in advance.

"Service(s)" shall mean the Ad Placement Service and/or the related support services, or any combination thereof.

"Service Description" shall mean the specifications and descriptions of the Service as included on the Exaget web site (Exaget.com) at the time of acceptance of this Agreement by Advertiser, as amended by Exaget from time to time, in which case such amendments shall come into force at the time of their publication.

"Subscription" shall mean the right to use the Services in the manner and during the term stated herein.

"Subscription Period" shall mean (a) a period of one calendar month, or (b) in case of the first period, the running calendar month starting from Exaget's receipt of a subscription notice for the Services either in connection with the acceptance by Advertiser of this Agreement or a later subscription date.

"Unavailable" shall mean that the Ad Placement Service is not available to the Advertiser, and the lack of availability is caused by non-functioning of equipment or software that belongs to Exaget's infrastructure and/or is in Exaget's control.

4 Services and Start of the Services

The Services offered to Advertiser under this Agreement include 1) the Ad Placement Service, and 2) the related support services for the Ad Placement Service under Section 7.

Exaget provides the Services to the Advertiser in accordance with the applicable Service Descriptions and subject to Advertiser's compliance with the provisions in Section 8 (Pricing, Revenue Share and Payment).

It is the duty and responsibility of the Advertiser to obtain and configure its own systems so that the Advertiser is able to use and access the Services.

The use of the Services requires, at a minimum, a functioning internet connection, and it is Advertiser's responsibility to obtain such a connection. Exaget is not responsible for the operation of an external telecommunications operator or the operation or malfunctions of telecommunication links, public data network or public communications provided by the telecommunications operator.

5 Ad Placement Service

During the time this Agreement is in force and subject to Advertiser's compliance with the provisions of Section 8 (Pricing, Revenue Share and Payment), Exaget shall offer the Ad Placement Service for Subscription by the Advertiser.

As part of the Ad Placement Service, Exaget provides Advertiser with access to instructions and documentation related to the use of the service. Furthermore, Exaget provides Advertiser with access to any performance, campaign or other reports to the extent such features have been implemented into the Ad Placement Service.

Advertiser agrees to comply with any technical specifications provided by Exaget to enable the proper delivery of Advertiser's advertisements or other content in connection with the Ad Placement Service. Exaget is not responsible for any errors or deficiencies in the streaming and display of Advertiser's content that are due to Advertiser's failure to observe any such technical specifications, including without limitation incorrect configuration or form of Advertiser Content.

The Ad Placement Service is accessible by Advertiser via Internet and is made available to Advertiser using server infrastructure controlled by Exaget. Successful streaming and display of individual advertisements or other content via the Ad Placement Service requires that the Broadcaster correctly configures its Broadcaster Stream in conformance with Exaget's instructions to contain well-formed ad requests to be processed by the Ad Placement Service. Exaget is not responsible for any errors or deficiencies in the streaming and display of advertisements or other content that are due to incorrect configuration of or invalid ad requests included in the Broadcaster Stream.

6 Advertiser's General Obligations

Advertiser shall not:

- (a) use the Ad Placement Service (or any part of it) for any illegal

purpose and shall use it in accordance with all relevant laws;

- (b) make available through the Ad Placement Service or use the Ad Placement Service in connection with, any content that is infringing, defamatory, abusive, offensive, pornographic, or of an obscene or menacing character, or any advertisements or content not in conformance with the Advertisement Guidelines;
- (c) contribute, upload or transmit through the Ad Placement Service any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer;
- (d) use the Ad Placement Service in a manner which (i) may cause the Ad Placement Service to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Ad Placement Service is in any way impaired or (ii) violates or infringes the rights of any person, firm or company (including, but not limited to, intellectual property rights, rights of confidentiality or rights of privacy);
- (e) attempt any unauthorised access to any part or component of the Ad Placement Service; and
- (f) alter or modify any part of the Ad Placement Service other than as may be reasonably necessary to use the Ad Placement Service for its intended purpose.

Advertiser shall provide full and accurate information when creating any accounts in and for the Services. Advertiser is solely responsible for the activity that occurs on such accounts. Furthermore, Advertiser shall notify Exaget immediately upon becoming aware of any unauthorised use of such accounts.

It is the duty and responsibility of the Advertiser to ensure that the Advertiser Content is at all times in compliance with all of Advertiser's above obligations. In the event that the Advertiser fails to observe any such obligation, the determination of which shall be made by Exaget in its sole discretion, Exaget shall have the right to not include or to suspend the inclusion of such Advertiser Content in the Ad Placement Service.

Advertiser shall provide to Exaget the name and e-mail address of the person who is the primary contact person of Advertiser for Exaget or otherwise

primarily responsible for Advertiser's use of the Services ("Primary Contact Person").

Advertiser acknowledges and agrees that Exaget may occasionally send the Advertiser communications regarding Advertiser's account or the Ad Placement Service via email.

Advertiser shall promptly provide Exaget with all information, content and assistance reasonably requested by Exaget in order to enable it to provide the Ad Placement Service to the Advertiser. In the event that the Advertiser fails to provide Exaget with any information, content or assistance promptly, Exaget reserves the right in its sole discretion to suspend or terminate the provision of the Services under this Agreement.

The Advertiser shall be responsible for all Advertiser Content and the usage of Advertiser Content in the Ad Placement Service. Advertiser represents and warrants that it shall use the Services only in conformity with all legal, contractual and eventual other mandatory obligations. Advertiser shall indemnify and hold Exaget harmless from any eventual claims arising against Exaget with respect to the Advertiser Content and its legality and conformity to other obligations.

7 Support and Maintenance

During the time this Agreement is in force and subject to Advertiser's compliance with the provisions in Section 8 (Pricing, Revenue Share and Payment), the Advertiser is entitled to technical support for the Ad Placement Service as stated herein.

Support shall be available to the Advertiser by sending an email to support@exaget.com ("Support Request").

Support provided to Advertiser by Exaget under this Section is strictly limited to providing (i) advice in questions regarding the use of the Ad Placement Service, (ii) advice and assistance in identifying causes of errors in the Advertiser's use of the Ad Placement Service, where reasonably possible for Exaget, and (iii) workarounds to such identified errors, where reasonably available to Exaget. The support does not include a promise or guarantee that the issue raised by the Advertiser can be solved. For the sake of clarity, it is expressly stated that the support service provided to Advertiser under this Section shall not include any kind of training, system administration, network administration, desktop support, server support or consulting service, or any services of similar nature.

Support provided to Advertiser by Exaget under this Section shall be limited to the amount of Support Requests and/or hours of support specified in the Price and Revenue Share Table. Requests in excess of this amount shall be charged per hour applying Exaget's standard pricing. If no such amount has been agreed upon or specified in the Price and Revenue Share Table, support under this Section shall be limited to two (2) Support Requests and a total of one hour per Subscription Period.

Exaget shall respond to any Support Requests within the Response Time specified in the Price and Revenue Share Table. If no Response Time has been agreed upon or specified in the Price and Revenue Share Table, Response Time shall mean a time period of a maximum of two business days, excluding public holidays of Finland. A response is given when Exaget replies to the Advertiser making the Support Request or starts working towards resolving the Support Request.

8 Pricing, Revenue Share and Payment

The Ad Placement Service shall be provided to the Advertiser subject to the prices and fees indicated in the Price and Revenue Share Table. Such prices and fees shall include payments by Advertiser based on (i) the number of advertisements delivered, or (ii) the number of listener actions resulting from the streaming and display of advertisements, or (iii) any other metric agreed upon by the parties to this Agreement in the Price and Revenue Share Table. Furthermore, such prices and fees may include, to the extent Advertiser acts in the role of a Broadcaster and uses the Ad Placement Service to place advertisements into its Broadcaster Stream, any combination of payments based on (i) the number of active listeners of such Broadcaster Stream; (ii) a monthly fee; and/or (iii) a percentage of the Advertiser Net Revenue, as further provided in the Price and Revenue Share Table (such payments collectively "Extended Model Payments"). "Advertiser Net Revenue" shall mean revenues actually received by Advertiser from the sale of any advertisements streamed and/or displayed using the Ad Placement Service, less any agency commissions or partner fees, as reported by the Advertiser in connection with setting up an advertisement campaign in the Ad Placement Service portal or by otherwise providing Exaget with the same information.

If and to the extent the prices and fees under this Agreement are based on Advertiser Net Revenue reported by the Advertiser in the afore-mentioned manner, Exaget may, at its own expense, engage an independent accounting/auditing firm to perform an audit of such information. Exaget will notify Advertiser at least ten (10) days in advance of the audit and will cooperate with Advertiser to schedule the audit so that it shall not interrupt, harm, or hinder Advertiser's day-to-day operations. If the results of the audit

show that Advertiser has underpaid any fees due under the Agreement by more than ten percent (10%) over the audited period, then Advertiser will reimburse Exaget for the expenses of the independent auditor.

Any payments under this Agreement, as well as the number of advertisements delivered, listener actions or active listeners, if needed for the determination of such payments, shall be determined and calculated solely based on logs and records maintained by the Exaget.

All amounts shall be determined and paid in Euro (EUR).

Advertiser shall provide Exaget with valid invoicing details.

Unless otherwise agreed in writing with Exaget, Exaget requires payment of all fees payable by Advertiser monthly in advance by direct debit or by credit card payment. Exaget shall send the Advertiser an invoice by email no less than 14 days prior to the due date for payment.

Exaget reserves the right in its sole discretion to charge interest at 8% above the base rate of the Bank of Finland from time to time on any sums due but unpaid.

9 Change of Terms

Exaget may, in its sole discretion, revise the pricing and any other terms under this Agreement upon 30 days' notice. Such notice may be provided at any time by posting the changes to the Exaget site (Exaget.com) and sending an email notification to the designated Primary Contact Person of the Advertiser. Unless the Advertiser terminates the Agreement by giving a written notice to Exaget fourteen (14) days prior to the end of such 30 days' period, any fees and terms based on such revisions shall be in effect starting from the next day following such period.

10 Upgrades and Updates

From time to time, Exaget may, in its sole discretion, introduce updates and upgrades to the Ad Placement Service. Such updates and upgrades shall be automatically deployed to the service without a prior notification and shall be reflected by amendments to the Service Description, as necessary. Use of such updates and upgrades shall be covered by the same fees and terms of Exaget as applied to Advertiser under Section 8 (Pricing, Revenue Share and Payment) of this Agreement.

11 Intellectual Property and Content Ownership

Exaget claims no intellectual property rights over Advertiser Content.

Advertiser acknowledges and agrees that all copyright, trademarks and all other intellectual property rights in the Ad Placement Service shall remain at all times owned by Exaget or its licensors. Advertiser is permitted to use the Ad Placement Service only as expressly authorized by Exaget. Unless expressly allowed under this Agreement, Advertiser shall not copy, reproduce, alter, modify, or create derivative works of the Ad Placement Service.

12 Data and Data Protection

Any processing of personal data of the Advertiser or its representatives, employees or subcontractors by Exaget under this Agreement shall be subject to Exaget's privacy policy, as revised by Exaget from time to time, accessible via the Exaget.com web site ("Exaget Privacy Policy").

Exaget may, for the purposes of maintaining network and data security or as required by law, monitor and record the internet traffic to and from the Ad Placement Service.

13 Force Majeure

Neither party shall be liable for delays and damages caused by an impediment beyond his or her control, which he or she could not have reasonably taken into account at the time of the conclusion of the agreement, and whose consequences he or she could not reasonably have avoided or overcome. Strike, lockout, boycott and other industrial action shall constitute a force majeure event also when the party concerned is the target or a party to such an action. Malfunctioning of the general communication networks or the internet shall constitute a force majeure event.

Denial of services attacks (whether distributed or not) and similar malicious acts shall constitute a force majeure event provided that Exaget has implemented reasonable and appropriate protection against distributed and non-distributed denial of service attacks. In the event the intrusion protection system (IPS) of Exaget classifies network traffic as being attacking or malicious in nature and, as a result, blocks network traffic, such blocking shall not be considered to cause the Ad Placement Service being Unavailable, but as an accepted property of the service done to limit the effect of attacks and other malicious acts.

A force majeure event suffered by a subcontractor of a party shall also discharge such party from liability, if subcontracting from other source cannot be made without unreasonable costs or significant loss of time.

Either party shall without delay inform the other party of a force majeure event in writing. The party shall correspondingly inform the other party of the termination of the force majeure event.

14 Transfer of the Agreement

Neither party is allowed to transfer this agreement or rights or duties based on it, except in situations where the whole business to which this Agreement is related to, is transferred and this Agreement is completely transferred with the business.

15 Disclaimer of Warranties and Limitation of Liability

The Ad Placement Service is provided to the Advertiser in accordance with the applicable Service Descriptions and this Agreement.

Advertiser acknowledges and agrees that Exaget has no control over and is not responsible or liable for (i) the content of any Broadcaster Stream, or how the listeners may view, interpret or use such content, or what actions the listeners may take as a result of having been exposed to such content; and (ii) the functioning of any Broadcaster side technology, such as Broadcaster's streaming applications, streams or streaming servers. Furthermore, Advertiser acknowledges and agrees that (i) only individual Broadcasters have the right and capability to decide on the time slot for any advertisements or other content in the Broadcaster Stream, and that (ii) any Broadcaster may disallow advertisements or other content based on category or manual review of individual advertisements or other content; and that therefore, Exaget does not guarantee or promise the Advertiser the availability of any individual time slot or Broadcaster Stream, and shall not be responsible or liable for any such failure to include or stream the Advertiser's content that is the result of the Broadcaster's exercise of the afore-mentioned rights.

Exaget strives for good availability of the Ad Placement Service. In the event that the Downtime lasts for a consecutive period of at least two (2) business days, the Advertiser shall be entitled to terminate the Subscription and receive compensation for the remainder of the Subscription Period, including such consecutive Downtime for which the Advertiser has already paid. In relation to availability of the Ad Placement Service, there is no other remedy

for the Advertiser than what is agreed in this paragraph.

Any other lacks or errors in the Ad Placement Service shall be communicated by the Advertiser to Exaget promptly within seven days of the Advertiser becoming aware of the lack or error, in order for the Advertiser to be entitled to a remedy for such shortcoming or error. Exaget shall take all reasonable steps to correct any known lacks or errors within the next seven days. In the event Exaget fails in such correction efforts, the Advertiser shall be entitled to compensation of direct expenses and damages caused by such lack or error, however subject to the liability limitations agreed in this Agreement.

There is no other warranty regarding the Services, their quality or their elements except as expressly provided herein. There is no warranty, whether express or implied, of merchantability, fitness for a particular purposes or non-infringement.

The liability of a party towards the other party based on this Agreement for direct expenses and damages caused by a breach of contract shall not exceed the effective fees under this Agreement during a period of six (6) months paid by Advertiser for the use of the Services.

Neither party shall be liable for any indirect or consequential damage.

The limitations of liability shall not apply to damages caused by willful conduct or gross negligence.

Exaget shall have no other liability for errors and no other liability based on this Agreement, and the Advertiser shall not be entitled to any other remedy, except as agreed in this Section 15 (Disclaimer of Warranties and Limitation of Liability).

16 Term, Termination and Suspension

This Agreement and the Subscription under this Agreement shall be in force for the duration of the Subscription Period, and the Subscription shall be, at the end of each Subscription Period, automatically renewed with a Subscription Period of equal length, unless the Advertiser chooses to not renew the Subscription by issuing a cancellation of Subscription to Exaget thirty (30) days prior to the end of such period. Such cancellation of Subscription must be issued in compliance with Section 18 (Notices) of this Agreement. Upon renewal of the Subscription Period, the Subscription is renewed subject to the fees and terms of Exaget applicable to the Services at the time of renewal.

The parties to this Agreement may separately agree in the Price and Revenue Share Table, or in a similar written agreement between the parties, on a fee ("Early Termination Fee") payable by the Advertiser upon the Advertiser cancelling the Subscription or terminating this Agreement, as set out above in this Section, during a certain time period agreed by the parties ("Early Termination Period"). Upon agreeing on an Early Termination Fee, the parties must specify the Early Termination Period and the amount of the Early Termination Fee, or alternatively, the bases for their later exact determination.

Exaget may terminate this Agreement, in its sole discretion, at any time with three (3) months' prior written notice, in which case this Agreement shall terminate at the end of the Subscription Period running at the time such notice period ends.

Exaget may, in its sole discretion, immediately terminate this Agreement or suspend Advertiser's Subscription if any of the following events have occurred and are continuing: (a) if Advertiser becomes bankrupt, insolvent, ceases the active conduct of its business or dissolves or liquidates or assigns its business for the benefit of creditors or if any receiver, trustee, or similar officer is appointed to take charge of Advertiser's business or properties, (b) if Advertiser fails to comply with any obligation required under this Agreement, or (c) if Advertiser fails to comply with any obligation required under the Broadcaster Service Agreement, if any, entered into between Exaget and Advertiser, and Exaget terminates such agreement.

Advertiser acknowledges that in the event of suspension of the Subscription, the Advertiser may not access any Advertiser Content stored in the Ad Placement Service.

All rights and responsibilities which by their nature are meant to survive termination or cancellation of this Agreement, shall survive the termination or cancellation of this Agreement.

17 Miscellaneous

Subject to Advertiser's approval, Exaget shall have the right to use the name of the Advertiser as a reference on the Exaget site (Exaget.com) and in any Exaget's press, case study, promotional and marketing materials. On the Exaget site (Exaget.com), such right includes the right to display Advertiser's name and logo, including: (i) a reference to Advertiser as a customer of Exaget; and (ii) link to the Advertiser's website.

Advertiser shall not disclose the Price and Revenue Share Table or any of its contents to any third party without Exaget's express and written consent.

18 Notices

Advertiser may send Exaget notices under or in connection with this Agreement by email to sales@exaget.com.

As proof of sending does not guarantee Exaget's receipt of Advertiser's notice, Advertiser must ensure that it has received an acknowledgement from Exaget, which Exaget will aim to send to Advertiser within five (5) working days of Exaget's receipt and which should be retained by Advertiser.

19 Applicable Law and Dispute Resolution

This Agreement shall be governed by and construed under the laws of Finland, exclusive of its choice of law rules.

The parties agree that they shall use their best efforts to settle amicably any disputes, differences or controversies that may arise out of or in relation to or in connection with this Agreement. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce by one arbitrator appointed in accordance with the said rules. Arbitration shall take place in Helsinki, Finland, and shall be in the English language. Each party must provide at least thirty (30) days prior written notice before instituting this arbitration provision. In addition a party may, at its discretion, bring any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof at the District Court of Helsinki, provided that the sum of any monetary claims by such party is less than EUR 50.000.

If, however, Advertiser commits a breach of the provisions relating to intellectual property rights, Exaget shall have, in addition to all other rights in law and under this Agreement, the right to have such provision specifically enforced by any court having jurisdiction and without need to commence arbitration proceedings, it being acknowledged and agreed that any such breach will cause irreparable damage to Exaget and that money damages will not provide an adequate remedy.