

PERSONALISED APP LICENSE TERMS

These Personalised App License Terms (hereinafter these "License Terms") constitute an agreement (hereinafter this "Agreement") between the Customer and Exaget Oy (hereinafter "Exaget") regarding the terms relating to the use of the Software. "Customer" shall mean either (a) you as an individual or (b) your company, if you are using the Software 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 Personalised App License Terms" box, Customer 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 Software.

1. DEFINITIONS

"Ad Placement Service" shall mean an online platform service provided by Exaget to Customer under the Broadcaster Service Agreement, enabling the placement of targeted advertisements and other content into the Customer's internet radio stream.

"Broadcaster Service Agreement" shall mean an agreement entered into by Exaget and Customer concerning the use of Exaget's Ad Placement Service by Customer in the role of a broadcaster, and any services related thereto.

"License Fee" shall mean the fee for the right to use the Software in the manner and during the term stated herein.

"Maintenance Fee" shall mean the mandatory and optional fees which cover the maintenance and other services offered based on the Pricing Policy.

"New Release" shall mean improved release of the Software or the UTuneMe App, which includes routine corrections of known errors and malfunctions and may also contain some feature additions and/or enhancements.

"New Version" shall mean a new version of the Software or the UTuneMe App containing significant changes or enhancements and/or functional improvements as compared to the previous release.

"Pricing Policy" shall mean the effective pricing policies of Exaget applicable to Customer.

"Software" shall mean the rebranded version of the UTuneMe App produced for and delivered to Customer by Exaget under the Broadcaster Service Agreement, including any related documentation. The definition includes any versions of such application intended to be used on a different platform, including without limitation mobile platforms, desktop platforms and platforms running on any embedded system.

"UTuneMe App" shall mean the standard UTuneMe mobile application created, maintained and distributed by Exaget through which end users can listen to and time-shift various online radio streams from around the world. The definition includes any versions of such application intended to be used on a different platform, including without limitation mobile platforms, desktop platforms and platforms running on any embedded system.

2. GRANT OF LICENSE

Subject to the terms of this Agreement and the payment of any applicable License Fees as

provided in the Pricing Policy, Exaget hereby grants to Customer a revocable, non-exclusive, non-transferable, limited and worldwide license to use, copy and redistribute and relicense the Software solely for the purpose of providing the customers of Customer an online radio streaming application that integrates Exaget's Ad Placement Service. Any renting, time-sharing or service provisioning of the Software, or any part of it, is not within allowed use.

Customer undertakes to ensure that each end user of the Software agrees on that the use of the Software is subject to terms of an end user license agreement ("EULA") between Customer and such end user. Furthermore, the Customer shall ensure that the provisions of such EULA are not in conflict with, and do not hinder or prevent Customer's performance under, any provisions of this Agreement or the Broadcaster Service Agreement. For the purpose of creating and amending such EULA, Customer may, at its discretion, use as a reference point the general terms and conditions applied by Exaget to the use of the UTuneMe App, as available at the Exaget web site (Exaget.com) and revised by Exaget from time to time.

Customer shall not in any other way use, copy or distribute the Software and the related documentation, except for and to the extent provided by mandatory provisions of applicable law. The Customer may not sell, transfer, rent, assign, lease, loan, sublicense, lend, resell, redistribute or otherwise share the Software or related documentation. Further, the Customer shall not modify, make derivative works based upon, recreate, generate, disassemble, decompile, reverse engineer, reverse assemble, reverse compile or otherwise attempt to derive the human-readable form of the source code of the Software or any portion thereof, nor shall Customer permit any other person or entity to do so or except for and to the extent provided by mandatory provisions of applicable law.

Customer agrees and commits not to use the Software for creating and presenting content which contains elements that are unlawful, unethical, or otherwise unfit for publication and agrees and commits not to use the Software in any other manner unlawful or unethical.

Customer is obliged to control that the use of the Software and the related documentation corresponds to the license granted by the Exaget to the Customer.

To the extent the software contains open source components, such open source components are licensed under their respective licenses and not this grant of software license.

3. SOFTWARE MAINTENANCE AND SUPPORT

During the time Customer's license granted under this Agreement is in force, and subject to the payment of any applicable support and maintenance fees under the Pricing Policy, the Customer is entitled to technical support and maintenance as stated herein.

Maintenance services under this Section shall be limited to work for creation of routine corrections or workarounds to the Software in cases where the error causes the Software to be unusable or unavailable, and where the Software is not functioning as designed and the performance or quality of the Software is significantly downgraded, severely impacting its functionality or usability.

Customer acknowledges and agrees that Exaget may from time to time, in its sole discretion, release such upgrades or updates to the Software which are required in order for the Software to continue functioning properly with Exaget's Ad Placement Service ("Mandatory Update"). For the sake of clarity, introduction of any Mandatory Updates may require that Customer releases updates to or updated versions of the Software. If Customer has not

subscribed to Extended Maintenance Services under Section 4 of this Agreement, Exaget shall notify Customer of any Mandatory Update, at a minimum, 90 days before the date on which the Ad Placement Service will, without the introduction of the Mandatory Update, cease to function properly with the Software. If Customer has subscribed to Extended Maintenance Services under Section 4 of this Agreement, the installation and/or introduction of any Mandatory Updates shall be performed by the Exaget.

Support shall be available to the Customer by using a designated support request web form on the Exaget website (exaget.com) ("Support Request").

Support provided to Customer by Exaget under this Section is strictly limited to (i) advice and assistance in identifying causes of errors in the Software, where reasonably possible for Exaget, and (ii) 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 Customer can be solved. For the sake of clarity, it is expressly stated that the support service provided to Customer under this Agreement 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 Customer by Exaget under this Section shall be limited to the amount of Support Requests and/or hours of support specified in the Pricing Policy. 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 Pricing Policy, all support under this Agreement shall be charged per hour applying Exaget's standard pricing.

4. EXTENDED SOFTWARE MAINTENANCE AND SUPPORT

During the time Customer's license granted under this Agreement is in force, and subject to the payment of the applicable fees under the Pricing Policy, the Customer is entitled to additional technical support and maintenance as stated herein.

Exaget will provide to Customer any New Releases and New Versions of the Software and related documentation changes, when and if Exaget, in its sole discretion, introduces such New Releases and New Versions for the UTuneMe App.

On Customer's order, Exaget will provide to Customer the following services (collectively "Extended Maintenance Services"): (i) publish the Software, on behalf of Customer, in any of the online application stores specified in the Pricing Policy ("Enabled Application Stores"), (ii) update and upgrade in Enabled Application Stores, on behalf of Customer, any New Releases or New Versions provided to Customer under this Section. Should Exaget provide any Extended Maintenance Services to the Customer, all accounts and authorisations needed for such services are acquired for and in the name of the Customer, and all required agreements are entered into by Customer and not Exaget.

5. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS, INDEMNIFICATIONS

The Software and related documentation licensed to Customer hereunder is protected by copyright. All rights, including but not limited to copyright and other intellectual property rights, title and interest in or to the Software and documentation, translations, modifications, enhancements, changes or copies thereof as well as derivative works based upon the Software and related documentation, shall at all times remain the property of the Exaget or its licensors.

This Agreement does not transfer to Customer title to any intellectual property contained in the Software or related documentation.

Customer shall, at its own expense, indemnify, hold harmless, and defend Exaget from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use and distribution of any Customer's products or services that contain, integrate or are based upon the Software, provided that Exaget gives Customer prompt written notice of any such claim, permits Customer to defend or settle the claims at Customer's expense and cooperates with Customer, at Customer's expense, in defending or settling such claim.

Exaget shall, at its own expense, defend Customer against claims and indemnify Customer against any final judgement in relation to claims that the Software furnished under this Agreement infringe a trade secret or copyright in your country, provided that Customer (i) gives Exaget prompt written notice of such claims, (ii) permits Exaget to defend or settle the claims, and (iii) provides all reasonable assistance to Exaget in defending or settling the claims. In relation to such claim or suspicion thereof, Exaget shall have the right at any time and at his sole option and expense to (i) obtain the right of continued use for the Software, (ii) modify the Software so that it becomes non-infringing; or (iii) terminate the license and return to the Customer the licence fee paid, prorated over the effective term of the use (for these purposes three years is considered the life-length of perpetual licenses). THIS PARAGRAPH STATES THE ENTIRE LIABILITY OF EXAGET AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR PATENT OR COPYRIGHT INFRINGEMENT, TRADE SECRET MISAPPROPRIATION OR ANY OTHER INTELLECTUAL PROPERTY RIGHT INFRINGEMENT IN RELATION TO THE SOFTWARE. EXAGET SHALL HAVE NO LIABILITY WHATSOEVER FOR, AND NO OBLIGATIONS IN RELATION TO, ANY INFRINGEMENTS OF PATENTS. THE ENTIRE LIABILITY OF AND THE MAXIMUM MONETARY VALUE OF ANY OBLIGATIONS OF EXAGET UNDER THIS PARAGRAPH MAY NOT IN TOTAL EXCEED THREE (3) TIMES THE LICENSE FEE PAID BY THE CUSTOMER.

6. TERM AND TERMINATION

The license granted by this Agreement shall be in force until this Agreement terminates or is terminated as provided in this Agreement or any agreed additional restriction.

Provided that there is no Broadcaster Service Agreement in force between Customer and Exaget, Exaget may terminate this Agreement, in its sole discretion, at any time with three (3) months prior written notice. Customer may terminate this Agreement at any time by ceasing the payment of the support and maintenance fees under the Pricing Policy, or if no such fees are applied to Customer under the Pricing Policy, by notifying Exaget.

Exaget may, in its sole discretion, terminate this Agreement and the license granted hereunder if any of the following events shall have occurred and are continuing: (a) if Customer 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 Customer's business or properties, (b) if Exaget is required to do so by law, or (c) if Customer fails to comply with any obligation required under this Agreement.

The termination of the license automatically terminates also this Agreement. Upon any termination or expiration of this Agreement, the license granted by Exaget to Customer hereunder shall terminate. Customer shall cease using the Software immediately upon any termination of this Agreement. In addition, Customer shall promptly deliver the Software and the documentation and all copies of same to Exaget. Alternatively, Customer shall certify in

writing to Exaget that all such materials have been destroyed.

7. WARRANTIES

Exaget warrants that the Software materially conforms to the specifications and descriptions of the Software as included on the Exaget web site (Exaget.com) at the time of signature of this Agreement or the delivery of the Software, whichever is earlier ("Specification"). The period for this warranty is ninety (90) days from the date of delivery or installation, whichever is earlier. Should the Software not materially conform with the Specification and provided that Customer notifies Exaget thereof during the warranty period, Exaget will render the Software so that it conforms with the Specification or revoke this license and give Customer full refund of the license fees paid by Customer for the use of the Software.

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. The Software shall not be considered materially dysfunctional if the Customer provides services upon the application.

Notwithstanding the warranty provisions of the above paragraph, Exaget shall have no warranty obligations if (i) Customer has used or is using the Software in a manner or in such environment that does not conform to Exaget's written instructions or the provisions in the Software documentation, (ii) Customer or any third party has modified, or attempted to modify the Software, (iii) errors are caused by Customer's software or hardware malfunctions or failures, or (iv) Customer has refused to implement any changes recommended by Exaget.

EXAGET MAKES NO OTHER WARRANTIES. EXAGET DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET THE CUSTOMER'S REQUIREMENTS OR THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR IN ALL COMBINATIONS SELECTED FOR USE. ESPECIALLY THERE ARE NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO IMPLIED NON-INFRINGEMENT WARRANTY AND ANY WARRANTY IS STRICTLY LIMITED TO WHAT IS EXPRESSLY AGREED.

CERTAIN ELEMENTS OF THE SOFTWARE ARE LICENSED FROM THIRD PARTIES FREE OF CHARGE OR COMMERCIALY. THERE IS NO WARRANTY FOR THOSE ELEMENTS OF THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING, EXAGET, THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THOSE ELEMENTS OF THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY

THE ENTIRE LIABILITY OF EXAGET AND ITS SUPPLIERS TO CUSTOMER OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGE IN RESPECT OF ANY CAUSE OF ACTION RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL, TO THE EXTENT THAT IT IS NOT CAUSED BY GROSS NEGLIGENCE, NOT EXCEED THE EFFECTIVE LICENSE FEE PAID BY CUSTOMER FOR THE USE OF THE SOFTWARE.

IN NO EVENT WILL EXAGET OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS AND LOST SAVINGS, EVEN IF EXAGET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY

PERSON OR LOSS OF OR DAMAGE TO CUSTOMER'S DATA FROM ANY CAUSE.

9. MISCELLANEOUS

Customer shall provide Exaget with valid invoicing details.

Customer expressly acknowledges that in any relationship between Exaget and Customer, Exaget itself does not act as a publisher, broadcaster, or advertiser, and is merely a passive conduit with respect to any broadcasting streams and to any advertising or other similar inserted content broadcasted or delivered through the Software.

Customer acknowledges and agrees that with respect to the processing of the personal data of any end user of the Software, Exaget shall act as the designated data controller for such data and shall accordingly apply to such processing, and inform such end user of, Exaget's privacy policy, as revised by Exaget from time to time.

This Agreement may not be transferred to a third party without the written consent of the other party, except for in cases where Exaget transfers this Agreement in connection with a transfer of the whole business to which this Agreement belongs.

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, Customer 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.