

+ Standard Terms & Conditions for Content Contributors +

The following Standard Terms & Conditions contain many important provisions that affect your rights and obligations if you register for our service to further interact with us. We suggest you download the Standard Terms & Conditions to your computer or print a copy of these Standard Terms & Conditions for your records.

earthTV network GmbH of 10119 Berlin, Schönhauser Allee 6/7 (hereinafter: "**earthTV**"), operates the internet platform and web application Live Cloud (hereinafter: "**LC**") that offers producers of live streams an opportunity to commercially license their streams to third parties. Producers of such live streams that have registered with LC (hereinafter: "**Content Contributors**") can submit their streams (hereinafter: "**Streams**") to LC (this process hereinafter the "**Submission**") by accepting earthTV's following Terms & Conditions and by making available and submitting the data and information requested by earthTV in the course of the Submission.

Streams that have been made available to earthTV on LC by Content Contributors in accordance with these Standard Terms & Conditions and which have been approved and accepted for distribution by earthTV (hereinafter: "**Approved Streams**") will be made available to third party publishers (hereinafter: "**Content User**") for licensing on LC in accordance with individual provisions that may be selected by the Content Contributor in the course of the Submission of a stream.

The Standard Terms & Conditions apply to the contractual relationship between the Content Contributor and earthTV that is constituted by the Content Contributor's registration on LC (hereinafter: "**Agreement**"), in particular to all aspects of the actual Submission of a live stream and to the licensing of Approved Streams to third parties.

1. Applicable terms

- 1.1 earthTV offers and allocates its services exclusively based on and in accordance with these Terms & Conditions together with the current terms and specifications for the Content Contributor's and Content Users' utilization of earthTV's services on LC as published and advertised on LC, the LC App and / or - depending on which of earthTV's services are affected - the earthTV website at any time.
- 1.2 earthTV reserves the right to amend and to change the Standard Terms & Conditions at any time with the according changes to take effect in the future. The effective version of the Standard Terms & Conditions is available on LC, the LC App and the earthTV website at all times. The Content Contributor will be informed by earthTV about any update of the Standard Terms & Conditions in text form (§ 126b BGB, German Civil Code), such notice to include the date on which the according revised version of the Standard Terms & Conditions shall become effective (hereinafter: "**Change Date**"). The Content Contributor may declare his dissent with the incorporation of the amended Standard Terms & Conditions, such declaration of dissent to reach earthTV within 2 weeks from earthTV's according notice but no later than on the Change Date. If no such notice of the Content Contributor's dissent is delivered to earthTV in time, all according changes are validly incorporated into the Agreement with prospective effect on the Change Date. In case of a timely delivery of the Content Contributor's dissent, earthTV shall be entitled to terminate the Agreement, such termination to take effect on the Change Date.
- 1.3 Any provisions that differ from these Standard Terms & Conditions have to be agreed between earthTV and the Content Contributor in writing to become valid and part of the Agreement between the Content Contributor and earthTV. Any standard terms and conditions of the Content Contributor that differ from or contradict these Standard Terms & Conditions shall only be incorporated into the Agreement between the Content Contributor and earthTV

once they are explicitly confirmed by earthTV in writing. Such inclusion of the Content Contributor's standard terms and conditions shall not affect the continued applicability of these Standard Terms & Conditions. Whenever any such Content Contributor's standard terms and conditions were validly incorporated into the Agreement but contradict any part of the Standard Terms & Conditions, the according stipulation in the Standard Terms & Conditions shall prevail.

Apart from that any and all Content Contributor's standard terms and conditions shall be non-binding and without any obligation to earthTV even though their inclusion was not expressly contradicted and/or disputed by earthTV or in case the Content Contributor expresses that he will only perform the Agreement upon inclusion of his own general terms and conditions.

2. Registration, Term

- 2.1 In the absence of direct communication between the parties that constitutes an Agreement, the Content Contributor submits to earthTV his offer to enter into an Agreement either by submitting his registration on LC or by confirming a registration prepared for him by earth TV, such registration to include the Content User's registration for the instant messaging service of LC to receive notifications, in particular about the approval of Streams. earthTV shall be under no obligation to accept the Content Contributor's offer to conclude an Agreement and shall be free to accept or to reject such offer and the Content Contributor shall have no claim against earthTV to conclude an Agreement, no matter if he has accurately and completely provided all data and information requested by earthTV in the course of the registration on LC. earth TV's acceptance of the Content Contributor's according offer to contract shall be the activation of the Content Contributor's user profile on LC (hereinafter: "**Contributor Accounts**") which constitutes the conclusion of the Agreement between the Content Contributor and earthTV.
- 2.2 Contributor Accounts cannot be transferred or assigned to any third party. Contributor Accounts set up and registered for individuals may only be used by the according individual Content Contributor, or in case of a Contributor Account set up and registered for a Content Contributor who is a company, by employees of that company.
- 2.3 The term of the Agreement commences with the activation of the Contributor Account and will continue until terminated without cause by either party providing 2 weeks written notice (email shall suffice) to the end of any calendar month. The right of either party to terminate the Agreement immediately for cause remains unaffected. In particular, any misrepresentations and/or false information by the Content Contributor about his identity or any of his Streams shall constitute such cause for an immediate termination of the Agreement by earthTV.

3. Submission and approval of Streams

- 3.1 The required standards for technical specifications and for the nature and content of a Stream (hereinafter: "**Standards**") include among others the minimum requirements to Submit an uninterrupted livestream in HD resolution (1280x720 pixel or higher) that contains with the exact location (geo location longitude/latitude) of the Stream's production. Full specifications and latest updates of the Standards will be published on LC, the LC App and the earthTV website and shall be applicable in their version current at the time of the respective Submission.
- 3.2 earthTV provides on LC a streaming point for Submissions of media content as well as an option to add meta data to the Stream and to leave further requested or optional information with regards to the Stream.

- 3.3 The Content Contributor's Stream, respectively the technology used by the Content Contributor for this purpose, must comply with the applicable Standards as available on LC, the LC App and the earthTV website. Notwithstanding, earthTV shall be under no obligation whatsoever to accept and/or approve any Stream even if it complies with all Standards and the Content Contributor has truthfully supplied all information requested from him during his registration and in the course of the Submission of the Stream to LC. Although earthTV will use commercially reasonable efforts to instantly accept or reject submitted Streams, earthTV shall be under no obligation whatsoever to accept or reject a Stream within any specific time. The Content Contributor will be notified via the LC messaging service about the approval of a Stream and its inclusion in the offer for distribution on LC. earthTV shall still have the right to sort out and expulse any such Approved Stream at any time. Likewise, the Content Contributor may stop an Approved Stream and by this stop its distribution at any time, notwithstanding any obligations on his behalf from authorized advance-sales of the respective content.
- 3.4 In the course of a Submission the Content Contributor may be requested to specify, where appropriate, one of a number of available license schemes under which an Approved Stream shall be offered to Content Users of earthTV (hereinafter: **License Scheme**) including the available rights, pricing and discount ranges. All available License Schemes will be published on LC, the LC App and the earthTV website. If no License Scheme is selected by the Content Contributor earthTV will apply the License Scheme that earth TV deems best suited for a commercially successful distribution of the Approved Streams.
- 3.5 In addition to the obligatory information that earthTV requests from the Content Contributor before the Submission and to the options the Content Contributor can choose in the course of the Submission, the Content Contributor may provide to LC information about additional characteristic features of the according Stream to help an Approved Stream to be found and be licensed by Content Users and other third-party licensees.

4. Grant of Rights

- 4.1 Unless explicitly agreed otherwise, any and all rights transferred, granted and assigned to earthTV by virtue of the Agreement shall be exclusive and without restriction as regards content, term and territory.
- 4.2 earthTV shall have the exclusive right to use and exploit Streams and Approved Streams in any and all ways, in particular to publish Streams and Approved Stream, to save on file/store in memory, to archive, to copy, duplicate and reproduce, to distribute, to exhibit, to communicate to the public in non-material form, in particular to present, to broadcast, to communicate Streams and Approved Streams by means of video and audio recordings and to communicate broadcasts of such recordings, regardless of the technical format, the means of transmission and the configuration of communication.
- 4.3 This shall include earthTV's right to edit, modify, and alter any Stream and Approved Stream, to combine them with any other content of whatever nature, and to use any such edit, modification and alteration or compound content as set out herein.
- 4.4 Unless explicitly agreed otherwise, any and all rights transferred, granted and assigned by the Content Contributor by virtue of the Agreement may be exercised by earthTV and its licensees via any analogue or digital means of communication known at the time of the conclusion of the Agreement or thereafter devised including without limitation via print, websites, other electronic formats, mobile devices, TV, cinema, exhibitions and may be used for any purpose of any nature including without limitation for news broadcasts, programs reports and films, press

articles, press releases as well as for advertising, marketing, publicity, promotions and corporate communications, be it for earthTV and LC or for any of earthTV's third party licensees.

- 4.5 earthTV shall be entitled to authorize and to sublicense to Content Users, to third party content distributors (hereinafter: Distributors) and their respective clients and to any other third party licensee the right to exercise any of the rights granted to earthTV hereunder. earthTV will use commercially reasonable endeavors to ensure that all such licenses to third parties comply with specifications of any license scheme that was elected by the Content Contributor in the course of the Submission under which an Approved Stream shall be offered to Content Users/third party licensees. earth TV shall also take into reasonable consideration any additional indications and references supplied by the Content Contributor during the Submission.

5. Distribution of Approved Streams

- 5.1 earthTV will make Approved Streams available to Content Users for them to obtain licenses for the use of the according Approved Streams directly from earthTV on LC, the LC App or the earthTV website but may also use third party Distributors to license Approved Streams to the Distributor's customers via different platforms.
- 5.2 All Approved Streams will be offered to Content Users sorted by appropriate, intuitive thematic categories and License Schemes. Content Contributors may have a choice of such categories through which to offer their Approved Streams but earthTV shall be free at all times to select additional categories in which the according Approved Stream shall also be offered.
- 5.3 earthTV at its own equitable discretion shall be entitled to attribute to Approved Streams specific levels of verification that reflect earthTV's rating of the Stream's content, the significance and value of accompanying information provided by the Content Contributor during the Submission of the Stream and the individual Content Contributor's standing on LC as established by the Content Contributor's previous Submissions and their according evaluations.
- 5.4 LC and earthTV's Distributors will offer the Content Contributor's Approved Streams to Content Users and customers through a number of different license schemes under which the Approved Streams will be available for them to be licensed. All available license schemes will be advertised on LC and the Content Contributor will be given a choice of such license schemes in the course of the Submission of a Stream, such choice to reflect the information about the respective Stream's nature, characteristics and features provided by the Content Contributor during the Submission.

6. Licensing of Approved Streams to Content Users

- 6.1 earthTV will offer licenses for the use of the Content Contributor's Approved Streams to Content Users in earthTV's own name and on earthTV's own account. earthTV's Distributors may either act in their own name and on their own account and under a sub-license of earthTV or as earthTV's representative.
- 6.2 Content Users pay to earthTV for a particular usage of an Approved Stream a license fee (hereinafter: "**License Fee**") calculated in consideration of the following positions:
 - a. the Contributor's License Fee (see section 7.1 below) applicable to the respective Stream
 - b. earthTV's and third party sales fees, commissions and discounts relating to the respective Stream (hereinafter: "**Sales Fees**")

- c. a share of the costs of the LC platform and its operation related to the licensing of Approved Streams including content management and distribution and of the expenses and fees incurred by earthTV's detection of unauthorized uses of Streams and by earthTV's legal actions against such unauthorized uses (hereinafter: **"Platform and Monitoring Costs"**).

plus any applicable VAT, (withholding) Tax, duty, levy or impost of any nature required to be withheld, deducted or paid by earthTV from the User License Fee by any applicable legislation,

- 6.3 In the course of the Submission the Content Contributor can determine a minimum royalty fee per distributed content minute which he wishes to receive from any sales by earthTV (hereinafter: **"Stream Price Per Minute"**). earthTV may provide a facility on LC for the Content Contributor to subsequently adjust the applicable Stream Price Per Minute by choosing a different License Scheme, such adjusted Stream Price Per Minute to apply to all uses licensed through LC after the according adjustment. In accordance with the individual License Scheme which the Content Contributor has selected, the License Fee, in particular the Sales Fees and Platform and Monitoring Costs included in the License Fee, will be determined by the LC system with the goal of optimized distribution and sales of the respective Stream and may be altered by earth TV at any time. earthTV may at any time apply discounts and offer reduced promotion prices for an Approved Stream in order to increase its sales and shall also be free to change or cancel such discounts and promotions at any time, as long as the discounts and promotions do not affect the Stream Price Per Minute. The Content Contributor may be given the opportunity to allow earthTV and its Distributors to offer to Content Users specific advance-sale discounts for the use of a particular Content Contributor's Approved Stream, in particular to motivate a reliable pre-booking of Approved Streams. If available, this option will show up in the course of the Submission. Such advance-sale discounts will be deducted from the Contributor's license fee.

7. Contributor's License Fee, Accounting and Payment

7.1 Contributor's License Fees are the Stream Price Per Minute reduced by - where applicable - any authorized advance-sale discounts and then multiplied by end-consumer reach allocated to the Approved Stream.

End-consumer reach of an Approved Stream is determined by actual views of the Stream detected by earth TV via the earthTV Content Delivery Network CDN (in case of one-to-many delivery such as to websites and apps), or by yearly accumulated channel reach (in cases of one-to-one delivery such as to TV Channels and public displays).

7.2 earthTV will pay Contributor's License Fees in the amount as received by earth TV as part of the User License Fees paid by Content Users for a particular Stream after deduction of any applicable VAT, duty, levy or impost of any nature required to be withheld, deducted or paid by earthTV from any current or future sums due to be paid to the Content Contributor pursuant to any applicable legislation, the net total being the "Net Contributor's License Fee".

7.3 earthTV will monthly account for Contributor's License Fees and will issue and make available to the Content Contributor according statements within 40 days of the end of each calendar month, such statements to include information about (i) the number of licenses issued to Content Users for the Content Contributor's Approved Streams, (ii) the total of Contributor's License Fees received for such licenses as part of the received User License Fees, (iv) VAT, duty, levy or impost deductible from the Contributor's License Fees according to these Standard Terms and Conditions and (v) the resulting Net Contributor's License Fees.

7.4 Payments of Contributor's License Fees will be made monthly within 30 days after the date of issue of the according license fee statement by bank or electronic funds transfer. Any monthly total in license fees below a minimum of € 50,00 will be held by earthTV for the Content Contributor and transferred into the Content Contributor's following license fee statement until the € 50,00 minimum has been reached and will then be paid out to the Content Contributor. In any case, any and all fees or charges demanded for the transfer of Contributor's License Fees by the involved banks shall be barred by the Content Contributor.

7.5 If a License Fee in accordance with the statutory provisions on value added tax (VAT) is subject to VAT, earth TV will pay such VAT on the License Fee as orderly invoiced to earth TV by the Content Contributor, such invoice to include the Content Contributors VAT ID.

8. Moral Rights and Credits

8.1 With the Submission the Content Contributor, to the extent allowed by law, waives all moral rights that he may have in regard of his according Stream. The Content Contributor at the same time, to the extent that such waivers are not permitted by the applicable law, agrees that he will not enforce such moral rights against earthTV or Content User or licensee or Distributor of earthTV.

8.2 Wherever feasible and within the scope of what would be regarded as standard practice in the individual situation, earthTV will use commercially reasonable efforts to include into any usage of a Stream a credit line that the Content Contributor may supply with the Submission of his Stream, in particular by passing on to the Content User the respective information with in the course of each licensing. However earthTV shall not be liable for a lack of such credit or for an incorrect credit in connection with the usage of an Approved Stream by a Content User or any other third Party.

With the Submission the Content Contributor also accepts and acknowledges that it is common business practice for commercial uses of such Stream that the creator is not credited.

9. Liability, Warranties and Indemnification

9.1 The Content Contributor warrants and guarantees that any usage of his Stream and his Approved Stream by earthTV, earthTV's Distributors, Content Users and other licensees of earthTV that remains within the scope of the intended exploitation as set out in the License Scheme,

a. does not infringe any third-party interests or rights protected by law, in particular no contractual rights or any personality rights, copyrights or ancillary copyrights or industrial property rights

and

b. complies with the standards and principles of any applicable laws, especially, but not limited to, press laws, in particular as set out in the Press Code of the German Press Council, the Youth Protection Act, the Interstate Broadcasting Agreement and the Federal Press Acts

and

c. is not unlawful for any other reason, in particular due to infringement of data protection, regulations against unfair competition or criminal legislation.

- 9.2 The Content Contributor warrants and guarantees that he is not a member of any collection society that may have claims regarding the use of any of the Content Contributor's intellectual property rights, in particular for usage fees or any other monetary claims.
- 9.3 The Content Contributor warrants and guarantees to earthTV, regardless of culpability, that his Streams and Approved Streams maintain the standards of the aforementioned regulations and that the required information and data that he provides to earthTV in the course of the Submission for this purpose is complete and correct.
- 9.4 The Content Contributor agrees to defend indemnify and hold harmless earthTV, its affiliates, Distributors, licensees, officers, directors, employees and agents from and against any and all actual or alleged third party claims and accompanying liabilities, losses, damages, costs and expenses, including reasonable lawyer's fees arising out of or in connection with any actual or alleged breach of any duty, representation or warranty contained herein or any actual or alleged act or material omission of the Content Contributor or its employees or agents.
- 9.5 The Content Contributor shall be fully and solely liable for any claims by any collecting societies arising from any use of the Content Contributor's Stream or Approved Stream that was within the scope of the intended usages as set out in the License Scheme. If earthTV is charged with any such fees, the Content Contributor must hold earthTV free and harmless from any and all such claims. earthTV may also set off any payments to the according collection societies from any of the Content Contributor's remuneration.
- 9.6 The Content Contributor's liability and obligation to indemnify in accordance with the preceding clauses shall apply to any and all Streams submitted by the Content Contributor and remain unaffected by an expulsion of the respective Stream, its abortion by the Content Contributor or by the termination of the Agreement.

10. Collection, storage and usage of data

The Content Contributor consents to the storage and evaluation of the data actively transmitted by him to earthTV in the course of his registration and of any Submission and of all (meta-)data transferred to earthTV in the course of a Submission for purposes of verification, evaluation and categorization of Streams and Submissions and for purposes of an optimized distribution of Streams submitted by him. earthTV may store the Content Contributor's data in connection with archived Streams and transfer it to Content Users and other third-party licensees to the extent necessary for the agreed usage of the respective Stream by such licensees.

The Content Contributor's personal data will only be transferred to third parties to the extent either authorized by the Content Contributor (e.g. as part of a credit line submitted in connection with an Submission) or as legally necessary to enforce rights and claims. Beyond being entitled to store and process Content Contributor's personal data to the extent necessary for performing this Agreement and earthTV's duties constituted by the Agreement and/or by law, earthTV shall have the right to store the Content Contributor's personal data in connection with archived Streams submitted by the Content Contributor.

earthTV may commission third party service providers with the agreed processing of Content Contributor's personal data on earthTV's behalf. The data to be processed by such service providers (hereinafter "SPs") will be transferred to and processed at the SPs' data processing facilities for this purpose. The SPs may be located in non-EU states respectively in states outside the European Economic Area (EEA). earthTV will only commission the processing of personal data to SPs who are either located in states that provide for an appropriate level of data protection according to European legal

standards or undertake to comply with European legal standards for data protection (e.g. by undertaking to comply with the "EU-U.S. Privacy Shield Framework").

Full details regarding which data will be collected and processed to which extent by whom and for which purpose and all relevant information regarding the Content Contributor's rights in this respect can be found in earthTV's privacy policy that is provided on LC or earthTV website.

11. Wind-Down Period, survival of licensing rights and other provisions

11.1 Upon termination of the Agreement (section 2.3 above) earthTV shall use commercially reasonable efforts to inactivate in its inventory all Approved Streams of the according Content Contributor within 30 days of the termination (hereinafter: Wind-Down Period).

11.2 earthTV shall be free throughout the Wind-Down Period to continue to process licenses of the Content Contributor's Approved Streams so long as earthTV pays to the Content Contributor the according license fees as set out in section 7 above.

11.3 Following the termination of the Agreement, all unexpired licenses of Approved Streams will remain valid and in effect for as long as they were initially granted to the according Content Users and other third party licensees.

11.4 The termination of the Agreement will not affect the accrued rights and obligations of the Parties existing at the date of termination. Sections 5. to 9. of these Standard Terms & Conditions will survive termination of the Agreement, as will any matter arising under the Agreement that either expressly or by its nature is required to be performed or applied after the Term of the Agreement.

12. Final provisions

12.1 The place of performance for the obligations arising from the business relationship between earthTV and the Content Contributor is the place of the registered office of earthTV.

12.2 Insofar as the Content Contributor acts in the capacity of an entrepreneur in relation to earthTV, i.e. by way of performing his commercial or self-employed professional activity, or if the Content Contributor does not have a general place of jurisdiction in Germany, the court having jurisdiction at the place of earthTV's registered office shall be responsible for all disputes resulting from and in conjunction with the contractual relationship between earthTV and the Content Contributor.

12.3 The contractual relationship between earthTV and the Content Contributor and also any disputes arising in connection with the same shall be governed exclusively by the laws of the Federal Republic of Germany.

12.4 Should individual provisions of these Standard Terms & Conditions be legally ineffective, either in whole or in part, or subsequently lose their legal effectiveness, the validity of the remainder of these Standard Terms & Conditions shall not be affected thereby.

Last update: September 2017

- END OF THE GENERAL TERMS AND CONDITIONS -