

LOCOSONIC Licence Agreement for Independent Soundscape Producers

1 Contracting parties

This Agreement is concluded between:

1. (hereinafter referred to as "the **Content Producer**", "the Artist", or "the Story Teller") of the one part

Company name	
Authorized signatory Contact	
Address	
E-mail / Web	

and

2. (hereinafter referred to as "**LOCOSONIC**") of the other part.

Company name	Locosonic GmbH
Authorized signatory Contact	Wernfried LACKNER / Managing Director wernfried@locosonic.com
Address	Schwindgasse 7/6, 1040 Vienna
E-mail	office@locosonic.com
Web	www.locosonic.com

2 Preamble - Introduction

Locosonic's mission is to expand the perception of immediate surroundings through so-called soundscapes and thereby to enable an emotionally moving and exciting new experience of the environment. Locosonic has the vision of establishing itself as a leading platform for geo-positioned soundscapes on mobile devices, and thereby being considered a trendsetter in the realm of "acoustic augmented reality applications". Locosonic GmbH was formed as a technology company at the beginning of 2015.

The various items of content on the platform are generated and published by Content Producers.

3 Subject of the Agreement

The subject of this Agreement is the production and publication of one or several so-called soundscape(s) by the Content Producer (hereinafter also referred to as "the Contractual Recordings").

A "Soundscape Title" consists of several components. This includes the following services and information:

- a. General information on the Soundscape Title (master data, such as title, teaser story, category, etc.).
- b. Music information: one or several sound files.
- c. Image information and one or more graphics files (for the teaser and the website).
- d. Text information with Soundscape Title and texts for description of soundscapes, in the following languages: German, English [...].
- e. Geo-information for positioning and placing of the sound files on a map.
- f. Soundscape information (meta data): describes how sound files are played back and presented (fade-in, fade-out, layers, volume).
- g. Licence information: comprises price information for the Soundscape Title, campaign information and licence data (sources, manufacturer, music, etc.).
- h. Other information on production (check-in, version, processing log, etc.).

4 Exclusivity

The Content Producer shall make the Soundscape Titles/Contractual Recordings available for an indefinite period to Locosonic for the purpose of unrestricted use on all Locosonic platforms (website, online editor, mobiles, etc.). If the Content Producer breaches the above exclusivity obligations, then notwithstanding any further claims, Locosonic shall be entitled to suspend making payments to the Content Producer and to claim back all previously-paid fees (including any advances).

5 Granting of rights

The Content Producer shall grant Locosonic an exclusive right, without restriction in terms of time, location and content, to use the Soundscape Titles/Contractual Recordings in any manner possible, either today or in future. This shall in particular include the following rights:

- (1) The right to store the Soundscape Titles/Contractual Recordings in any manner, to distribute the same and make the same available to the public or pass the same on to third parties in return for remuneration (in particular via APP, on-demand and near-on-demand services as well as other online use, irrespective of the type of technical process or the type of receiving device, such as PC or mobile phone, retail recording medium or other special selling channel);
- (3) The right – in so far as the Content Producer is so permitted by law – to transmit and reproduce in public the Contractual Recordings;
- (4) The right to adapt, abbreviate or supplement the Soundscape Titles/Contractual Recordings or to alter the same in any other manner (for instance for the purpose of remixes) and to use adapted, abbreviated, supplemented or altered Contractual Recordings in the same manner as the other Contractual Recordings;
- (5) The right to use the Soundscape Titles/Contractual Recordings for the purpose of promoting the Content Producer or the Contractual Recordings;
- (6) The right to exploit the Soundscape Titles/Contractual Recordings in connection with the promotion of products which are not identical to the Contractual Recordings, as well as in association with image recordings (e.g. for films).

The Content Producer shall further grant to Locosonic a non-exclusive right to use its name and/or the Content Producer's name as well as its image for the purpose of use and promotion of the Contractual Recordings.

The granting of rights shall only cover the Content Producer's ancillary copyright. In so far as the Content Producer is author of the works underlying the Contractual Recordings (composition and/or text), the Content Producer warrants to Locosonic that it has granted its rights in respect of such works to Austro Mechana and AKM (or a comparable foreign performing rights society) within the scope of the respectively current rights administration agreement for the purpose of rights administration. The Content Producer warrants that it has not yet disposed of the rights granted to Locosonic in this Agreement. The Content Producer further warrants that its work on the Contractual Recordings shall not breach any rights whatsoever of third parties.

6 Publication, etc.

Locosonic shall ensure through its services the publication, marketing, sale, distribution and settlement of charges in respect of this Soundscape Title. Locosonic shall provide corresponding services for the planning, creation, publication, monitoring and administration of Soundscape Titles for registered Content Producers.

7 Fee

The Content Producer's fees shall be charged in the form of a "revenue-sharing model". The charging basis shall be the net sales proceeds for each download of the Contractual Recording(s) (= Soundscape Title). The Content Producer shall receive 60% of the net sales proceeds. Locosonic GmbH shall receive 40% of the net sales proceeds.

8 Settlement of charges and payment

LOCOSONIC shall issue a fee statement to the Content Producer respectively on 30 June and 31 December of each year. Payment of the fee shall be made within one month following the said statement dates, subject to addition of statutory value added tax. The Content Producer shall be fully and exclusively liable for tax on the amounts which it shall receive under this Agreement.

The Content Producer shall be under an obligation to maintain its own master data on the online platform. The Content Producer shall be able to independently retrieve statistics via the online dashboard.

9 Concluding provisions

9.1 Written-form requirement

This Agreement reproduces the full agreement between the parties. No subsidiary oral agreements exist. Any amendment to this Agreement must be made in writing; this shall also apply with regard to any derogation from the written-form requirement.

9.2 Severance clause

In the event that any provision of this Agreement should be invalid, this shall not affect the validity of the remaining terms hereof. The parties shall replace any invalid term by such term as comes as close as possible to the economic intent of the original provision which it replaces.

9.3 Applicable law and place of jurisdiction

Austrian law shall apply to this Agreement, to the exclusion of conflict-of-law rules. Place of jurisdiction shall be the court having subject-matter competence at the registered office of the defendant. This Agreement shall not establish any employment or corporate relationship between the parties.

Place / Date:

Signature of Locosonic

Signature of Content Producer