

LIVE STREAMING AGREEMENT

("Agreement")

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1. PARTIES

Artist Name: [Artist's Full Name]

Address: [Artist's Address]

Business-ID:

Contact person:

Email: [Artist's Email]

(hereinafter the "**Artist**")

AND

Company Name: [Company's Full Name]

Address: [Company's Address]

Business-ID:

Contact person:

Email: [Company's Email]

(hereinafter the "**Company**")

Artist and Company jointly hereinafter referred to as "**Parties**" and separately as "**Party**".

2. INTRODUCTION

The Company is the owner of the online myStaze-platform ("**Platform**"). The Company offers a service ("**Service**") via its Platform whereby a musician or artist can register on the Platform and sell live stream tickets to his/her live performances/shows via the Platform to Users. This Live Streaming Agreement sets out the terms and conditions for the Artist to register on the Platform and the Company to provide the Service.

This Live Streaming Agreement is to be read alongside the Company's Terms of Service and Privacy Policy available on our website. Together, these documents form a unified Agreement governing the relationship between the Parties. In the event of any discrepancies or conflicts between this Agreement and the Terms of Service or Privacy Policy, the provisions of this Live Streaming Agreement shall prevail.

3. DEFINITIONS

When used in the Live Streaming Agreement, unless a contrary intention appears, the following definitions shall have the following meanings:

"Agreement"

means this Live Streaming Agreement, together with the Company's Terms of Service and Privacy Policy, including all appendices thereto, each as amended from time to time in accordance with the provisions of this Agreement.

"Confidential Information"

means know-how, trade secrets and other information of a confidential nature disclosed by one Party to the other Party (including, without limitation, all proprietary technical, industrial and commercial information, as well as any information regarding: (i) the business of the Company; and (ii) the content of the Agreement.

“Content”	means videos, audio (for example music and other sounds), graphics, photos, text (such as comments and scripts), branding (such as trade names, trademarks, service marks, or logos), interactive features, software, metrics, and other materials provided by the Artist to the Platform for the purpose of distributing to the potential Users.
“Costs”	refer to all deductions made from the Income of each specific Performance prior to distributing the Artist’s share. These deductions include transactional costs such as payment service fees, copyright fees, streaming costs, and fees from third-party service providers. The distribution of Net Income will be divided as separately agreed between the Parties.
“Effective Date”	This Agreement shall be effective as of the date you agree to the terms herein.
“Force Majeure Event”	means any failure by a Party to perform its obligations under this Agreement caused by an impediment beyond its control, which it could not have taken into account at the time of the conclusion of this Agreement, and the consequences of which could not reasonably have been avoided or overcome by such Party. Such impediments may include, but are not limited to, acts of government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, lock-outs, industrial disputes, riots, acts of terror or specific threats of terrorist activity, transportation or energy. Strike, lock-out, boycott and other industrial action shall constitute a Force Majeure Event also when the Party concerned is the object or a party to such an action.
“Income”	means the gross revenue of tickets sold for Performance using the Service after the deduction of Costs and possible refunds to the Users.
“Performance(s)”	means all live shows, performances and concerts performed by the Artist during the term of this Agreement and streamed via Platform.
“Service”	means the service and features made available as part of the Platform, which is developed and maintained by the Company (or its affiliates) for the purpose of enabling artists to sell tickets to their live Performances via the Platform and stream the Performance to the Users having a ticket.
“User(s)”	means any person that has registered a user account on Service and buys a ticket to the Performance through that user account.

4. RIGHTS GRANTED

- 4.1 The Company grants the Artist a restricted license to use the Platform for the sole purpose of enabling the Artists to sell tickets to the Performances and live stream Performances in

the Service as provided by the Company. The Artist is not allowed to copy, modify, distribute, sell, or lease any part of the Platform, or to reverse-engineer or attempt to extract the source code of that software, unless laws prohibit these restrictions. The Artist understand that the use of the Platform is subject to terms of this Agreement and terms of use available in the Platform.

- 4.2 The Artist hereby grants the Company the exclusive right to live stream the Artist's Performances registered in the Service globally via the Company's Platform. This right is granted for the duration of this Agreement or solely during the time of the Performance, as applicable. Additionally, the Artist grants the Company the right to use excerpts or clips from the Performances for marketing purposes on the Company's own media channels, including social media platforms. The Company agrees that it shall not use, repurpose, or distribute any recordings of the Performance for any other purposes than live streaming and specified marketing uses, unless explicitly authorized by the Artist in writing. By registering the Performance in the Platform, the Artist grants the Company a worldwide, perpetual, royalty-free license to use the Content (including to reproduce, distribute, modify, display and perform it) for the purpose of promoting the Performances and operating, promoting, and improving the Service.
- 4.3 The Artist grants the User a license to access the respective Performance through the Service against the purchased ticket during the time of Performance.
- 4.4 The Artist represents and warrants that all Performances and Content provided under this Agreement do not infringe upon any intellectual property rights, including copyrights, trademarks, or other proprietary rights, of any third party. The Artist shall be solely responsible for obtaining any necessary licenses or permissions for use of third-party content in the Performances.
- 4.5 The Artist agrees to indemnify, defend, and hold harmless the Company from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorney's fees, arising out of or in connection with any allegation that the Performances or Content infringe the intellectual property rights of any third party. The Company shall promptly notify the Artist of any such claims and cooperate with the Artist in the defense of such claims at the Artist's expense.

5. FEES AND COMPENSATION

- 5.1 Income will be allocated as follows: 90 (ninety) % to the Artist and 10 (ten) % to the Company.
- 5.2 The Company shall account for and pay the Artist's share of the Income within one (1) month following each Performance.
- 5.3 The Company reserves the right to modify the fees and compensation structure by providing the Artist with written notice. Any change in the fees will take effect thirty (30) days after such notice has been given.

6. ARTIST'S OBLIGATIONS

6.1 Registering to the Platform is free-of-charge for the Artist.

6.2 The Artist hereby agrees, at its sole expense, that, in the performance of this Agreement, it will:

- a) perform the Performance as scheduled and informed in the Service;
- b) be responsible for determining the ticket price for the Performance and inform the Company in writing of the determined ticket price well in advance and in case no later than seven (7) days before the scheduled Performance in order to start the sale of the tickets in the Platform;
- c) provide the Company with any necessary information or materials needed for providing the Service;
- d) be solely responsible for handling all matters relating to the recording of the Performance and ensuring the quality of such recording;
- e) be solely responsible for marketing and promoting the Performance;
- f) to comply with all applicable laws when carrying out the Performance and subject to the Content; and
- g) be responsible for his/her own personal taxes, payments, and pension contributions.

7. COMPANY'S OBLIGATIONS

7.1 The Company hereby agrees, at its sole expense, that, in the performance of this Agreement, it will:

- a) live stream the Performance on the Platform;
- b) handle the ticket sales to the registered Performance in the Service on behalf of the Artist; and
- c) handle the settlement and payment of the expenses included in the Costs before paying out the Artist's share of the Income to the Artist.

8. INTELLECTUAL PROPERTY

8.1 All intellectual property rights of the Service and related material remain the property of the Company.

8.2 All intellectual property rights of the Performance and Content shall remain with the Artist.

8.3 The Artist ensures and guarantees that it has all rights to the Content and for carrying out the Performance and that the Performance and Content do not violate any applicable laws, regulations and/or rules of any unions, or violate or infringe the rights of any third party, including any and all intellectual property (including without limitation, copyright), publicity, privacy, contract or other rights of third parties.

9. CANCELLATION OF PERFORMANCE

- 9.1 If the Artist cancels a Performance, the Artist shall in writing immediately inform the Company and shall reimburse the Company for any costs incurred to the Company (including marketing and other expenses) related to the cancellation of Performance.
- 9.2 If the Artist cancels a Performance without a valid reason (e.g., the Artist falling ill or a Force Majeure Event) less than 14 days before the start of the Performance, the Artist shall reimburse the Company for any costs already incurred, and in addition the Company reserves the right to permanently remove the Artist from the Platform.
- 9.3 If no tickets have been sold for the Performance two (2) days before the start of the Performance, the Company has the right to cancel the Service pursuant to the respective Performance.

10. DATA PROTECTION

- 10.1 Company's privacy policy, as valid, explains how we treat personal data and protect privacy when using the Service. The privacy policy is available on the Company's website and forms part of this Agreement.
- 10.2 The Company will process any Content in accordance with the privacy policy.

11. TERM AND TERMINATION

- 11.1 This Agreement shall commence Effective Date and shall continue until further notice, unless terminated earlier in accordance with the terms of this Agreement.
- 11.2 The Artist has the possibility to remove his/her registration to the Platform, in which case this Agreement shall terminate with immediate effect, provided that there are no upcoming Performances to which the Company is obligated to provide the Service to Users.
- 11.3 The Company has the right to terminate the Agreement without cause, by informing 3 months in advance. The notice may be provided in the Platform. The Company has also the right to restrict the access to the Platform at any time and if the Artists does not comply with this Agreement
- 11.4 Despite the term of the Agreement, either Party may immediately terminate the Agreement, upon notice to the other Party, if the other Party:
- a) is in material breach of the Agreement (material breach shall be inter alia Artist cancelling the Performance without a valid reason, Artist's breach of intellectual property rights, Confidentiality, or several breaches that jointly may be deemed material), and such breach, if capable of remedy, remains unremedied fourteen (14) days from the having received a notice from the other Party requesting remedy;
 - b) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; or

- c) seeks reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts.

12. WARRANTY DISCLAIMER

- 12.1 The Artist agrees and understands that the Company will broadcast the Service with the quality as “*as is*” and as “*as available*” basis. The Company makes no express or implied warranties of any kind regarding the operation of the Service, including Content or other data or materials. Your use of the Service is at your sole risk.
- 12.2 We disclaim all warranties related to the completeness, security, reliability, quality, accuracy, or availability of the Service. We do not guarantee the Service will be error-free or uninterrupted

13. LIMITATION OF LIABILITY

- 13.1 The Artist agrees to indemnify and hold harmless the Company, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys’ fees) arising out of or in connection with the Artist’s Performance, including but not limited to any breach of this Agreement, any violation of law, or any infringement of third-party rights.
- 13.2 The Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with this Agreement.
- 13.3 A Party’s aggregate maximum liability for damages to the other Party, excluding the indemnification obligations, shall not exceed €50,000, excluding VAT, paid by or payable to the Company. The limitations of liability shall not apply to damages caused by gross negligence or wilful misconduct.

14. CONFIDENTIALITY

- 14.1 The Artist and its employees shall maintain all information about the Company’s business and affairs, whether such information is disclosed orally, in writing, by digital transfer or by any other means and regardless of whether it is designated as confidential by the Company, in strict confidence and shall not, except for the purpose of fulfilling its obligations under the Agreement, at any time disclose such information in any manner to any third party nor use it outside the scope of this Agreement or subsequent to its expiration.
- 14.2 The Artist shall ensure that confidential information is disclosed only to such employees, officers or advisors of the Artist that require such information and that are bound to confidentiality undertakings no less strict than those of this Agreement.
- 14.3 This Section 14 shall survive any termination or expiration of this Agreement for a period of two (2) years following termination or expiration, as applicable.

15. MISCELLANEOUS

- 15.1 The Company may use the Artist's trade name, logo, and quotes on its social media, promotional literature, webpages, catalogues, advertising materials, and case studies

without prior approval from the Artist. Any other use of the Artist's trade name shall require prior written approval from the Artist, which shall not be unreasonably withheld.

15.2 The Parties acknowledge and agree that nothing in this Agreement shall be construed as creating any agency, partnership, joint venture, or employment relationship between the Artist and the Company. The Artist is acting as an independent contractor and is solely responsible for all taxes, withholdings, insurance, and any other obligations arising from the income generated under this Agreement. Neither Party has the authority to bind or obligate the other Party in any manner without the prior written consent of the other Party.

15.3 If any provision in whole or in part of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, then the provision in question shall be deemed removed and the remaining provisions shall remain in full force and effect and the Parties shall without delay agree on a replacement provision that as far as legally possible achieves the same or commercially similar effect as the invalidated provision.

15.4 No waiver, amendments, changes, revisions or discharges of this Agreement, in whole or in part, shall have any force or effect unless set forth in writing and signed by the Parties. Oral side agreements hereto are expressly void.

16. GOVERNING LAW

16.1 The Agreement shall be governed by the substantive laws of Finland without regard to its principles and rules on conflict of laws.

16.2 Any dispute, controversy or claim arising out of or relating to the Agreement, 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. The Arbitral Tribunal shall be composed of one arbitrator. The seat of arbitration shall be in Helsinki, Finland. The language to be used in the arbitral proceedings shall be English and the award shall be given in English.

17. ACCEPTANCE OF TERMS

17.1 By registering on the MyStaze platform, the Artist agrees to be bound by the terms of this Agreement. The terms of this Agreement are accepted by the Artist when they check the acceptance box during the registration process on the MyStaze platform. No signature is required for this Agreement to be legally binding.

18. ENTIRE AGREEMENT

18.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Artist: [Artist's Full Name]

Company:
