



## FINDAWAY VOICES DIGITAL DISTRIBUTION AGREEMENT

This AGREEMENT made between the author, publisher, or rights owner (the “Rights Holder”) and Findaway World, LLC, of 4 World Trade Center, 150 Greenwich St Floor 62, New York, New York 10007 (“Findaway”) concerning all Digital Audio Products (as defined below) provided by Rights Holder for distribution, as the same may be hereafter amended from time to time by the parties.

WHEREAS, Findaway is a distributor of Digital Audio Products; and WHEREAS, the Rights Holder is the rights owner of Digital Audio Products; and WHEREAS, the Rights Holder and Findaway wish to publish and have published digital downloads of Digital Audio Products; and NOW THEREFORE in consideration of the mutual promises set forth below, the parties hereby agree as follows:

### 1. DEFINITIONS

“**Artwork**” means any art, artwork, images, photographs, cover art, video marketing materials associated with a Digital Audio Products that is submitted or provided by or on behalf of the Rights Holder.

“**Digital Audio Product**” means a digital file, including without limitation, the sound Recording, the Artwork, Music, metadata, text, and other related materials that is provided by or on behalf of the Rights Holder in connection with the Agreement.

“**Distribution Partners**” means any retail and wholesale channels, schools, libraries, and United States military installations that Findaway distributes Digital Audio Products to for the purpose of selling and/or circulation.

“**Distribution Royalty**” means any amount due to the Rights Holder in accordance with Schedule C of this Agreement.

“**DRM**” means Digital Rights Management intended to prevent unauthorized redistribution of Digital Audio Products by restricting the ways consumers can copy content they have purchased.

“**Family Group**” means a group of up to six (6) users.

“**Family Sharing**” means that users in a Family Group may purchase a single copy of a Digital Audio Product and share it with other members in their Family Group.

**“Findaway Voices Workflow”** means the online portal created by Findaway for the purpose of facilitating the submission of Digital Audio Products and associated information or assets, as defined herein, to Findaway.

**“Library Channel”** means where Digital Audio Products are purchased and circulated in a school or public library.

**“Master Recording”** means the first or original recording of a Digital Audio Product, from which all the later copies are made.

**“Music”** means any music within a Digital Audio Product that is submitted or provided by or on behalf of the Rights Holder.

**“Non-Exclusive Rights”** means the non-exclusive right to distribute the Digital Audio Product.

**“Preview”** means a sample of a Digital Audio Product created from the Master Recording or provided by Rights Holder.

**“Recordings”** means the digital sound contained within the Digital Audio Product.

**“Sole Distribution Rights”** means the exclusive right to distribute the Digital Audio Product.

## 2. DUTIES

Rights Holder hereby appoints Findaway its non-exclusive agent, unless Sole Distribution Rights are granted to Findaway, to distribute, throughout the world, through any of Findaway’s Distribution Partners indicated by Rights Holder on the Findaway Voices Workflow, wherever situated, the Recordings, which may be complete, condensed, or abridged versions of the Digital Audio Products. Rights Holder grants to Findaway and its Distribution Partners a non-exclusive, royalty-free, worldwide license to use the Rights Holder’s brand features and Digital Audio Products (in whole or in part) in connection with the Digital Audio Products and the marketing, promotion and advertising of the Digital Audio Products on partner services and through applications and devices; and presentations, financial reports, press releases, and customer lists, websites, and blogs. All use of Rights Holder’s brand features, and all goodwill associated with that use, will inure solely to the benefit of Rights Holder. Subject to the express license granted, rights, title, and interest in and to Rights Holder’s brand features are and will remain with Rights Holder.

Rights, authorizations, and licenses granted by Rights Holder allow Distribution Partners to make the applicable Digital Audio Products available to every member of an applicable Family Group in the same way as to the user that purchases the applicable Digital Audio Products for the purpose of Family Sharing. Rights Holder authorizes Findaway to create Previews not to exceed 10% of the runtime of the Recording. The Recordings shall be distributed solely by means of digitally delivered downloads and any other medium for sound reproduction or transmission now known or which may hereafter become known or developed. Findaway agrees to perform the following services for Rights Holder:

- a. Convert the files of the Digital Audio Products necessary for the Rights Holder to use Findaway's digital download distribution services (the "Services") in a format compatible with the Services. The Rights Holder agrees to cooperate with Findaway and to provide Findaway with all necessary information and assistance required by Findaway to successfully convert the Rights Holder's files and Findaway may, at its sole discretion, assign an ISBN(s) for the Digital Audio Product if needed.
- b. For the Library Channel, Findaway will ensure Digital Rights Management (DRM) protection to all downloadable titles.
- c. An industry-standard introduction may be added to the beginning of each recording. By way of example, intro may include background music and narrator's voice saying, "This Digital Audio Product is brought to you by XYZ Rights Holder and Findaway."
- d. Bill and collect the amount due for all sales of the Recordings made by Findaway as Rights Holder's agent; and
- e. Receive and respond as appropriate to all customer service inquiries.

### **3. TERM**

- a. The term of this Agreement shall commence on execution of this Agreement, shall continue until terminated by the Rights Holder. Termination shall be effective six (6) months after receipt by Findaway of written notice from the Rights Holder. For the avoidance of doubt, Termination is not required for the removal of Digital Audio Products from distribution, as outlined in Section 7.a.
- b. If Findaway fails to fulfill or comply with any provision of this Agreement within 30 days after written notice from Rights Holder of such failure, or if Findaway takes advantage of any insolvency

law, commences the liquidation of its business, or becomes bankrupt, files a petition for an arrangement under the Federal Bankruptcy Act, makes an assignment for the benefit of its creditors, or if a receiver or trustee is appointed of substantially all of its assets, then without further notice, Findaway's appointment as Rights Holder's agent and Findaway's other rights under this Agreement can terminate and Findaway shall remain liable for any amounts due or which may become due hereunder.

**4. ARTWORK, METADATA, AND PROMOTIONAL MATERIALS**

- a. Rights Holder controls the appropriate rights in and to the packaging Artwork on Rights Holder's sound recordings of each of the applicable Digital Audio Products and grants Findaway the right to use without charge said Artwork in connection with the description of the applicable Recordings.
- b. Rights Holder will provide the Artwork and metadata describing each Digital Audio Product according to Findaway's requirements via the Findaway Voices Workflow
- c. Rights Holder grants Findaway and Findaway's Distribution Partners a non-exclusive right to use Rights Holder's name, likeness, and biographical information for the purposes of promoting and marketing each Digital Audio Product. If requested, Rights Holder may provide Findaway with appropriate promotional materials for use to market the Digital Audio Product. Rights Holder grants Findaway the right to add or include Findaway's logos or verbiage on applicable materials.

**5. PUBLICATION**

Findaway will generate the Recordings from the Master Recordings of the Digital Audio Products supplied by Rights Holder through the Findaway Voices Workflow. Rights Holder agrees to deliver the Master Recording in the format specified by Findaway on the Findaway Voices Workflow. Mirror copies of Recordings and Artwork supplied by Rights Holder will be sent to any third-party partners who assist in the sales, distribution, and fulfillment of Rights Holder's Digital Audio Products. If a Digital Audio Product provided by Rights Holder does not meet Findaway's technical specifications, Findaway may inform Rights Holder of the errors, in which case Rights Holder will make updates to the Digital Audio Product as necessary until it meets Findaway's requirements for distribution. Findaway reserves the right, but is

under no obligation, to make certain technical changes to the Recordings, Artwork, or metadata to meet compliance of Findaway's technical specifications without notice to Rights Holder including, but not limited to, changes in image resolution/size, sound quality, metadata details, etc.

## **6. DISTRIBUTION AND ROYALTIES**

- a. For every sale of an Digital Audio Product, Rights Holder shall be paid according to the Distribution Royalties and sales mechanics set forth in Schedule C, attached hereto and made a part hereof. Rights Holder will set the suggested retail price ("SRP") and suggested library price ("SLP"), exclusive of any VAT or other applicable taxes, for all Digital Audio Products.
- b. Rights Holder receives 80% of all royalty receipts. Findaway receives a distribution fee equal to 20% of royalty receipts (according to Schedule C).
- c. Findaway will, from time to time, add new Distribution Partners, channels, business models, and associated royalties. Rights Holder will be automatically included in any of these new opportunities. Rights Holder can opt out of any Distribution Partners by notifying Findaway on the Findaway Voices Workflow, and Findaway will remove the Digital Audio Products in a commercially reasonable timeframe as outlined in Section 7.A.
- d. Findaway agrees to maintain accurate books of accounts, which reflect sales and titles sold under different channels and business models separately.
- e. All taxes due in the selling and distribution of an Digital Audio Product shall be the responsibility of each individual Distribution Partner. Rights Holder is responsible for any income or other taxes due resulting from Distribution Royalty payments made by Findaway to Rights Holder under this or any other Agreement. Findaway may deduct or withhold amounts from Distribution Royalty payments if required under applicable tax legislation.
- f. Rights Holder agrees that Findaway may withhold Distribution Royalty payments if Rights Holder is in breach of this or any other agreement with Findaway.
- g. Findaway may, at its discretion, provide redemption codes for facilitating free access to Rights Holder's Digital Audio Products. Such codes are intended for promotional purposes only and may

not be sold, re-sold, raffled, or otherwise monetized. For the avoidance of doubt, no royalties shall be earned or paid out to Rights Holder for redemption of such redemption codes.

- h. Rights Holder may agree, for any submitted Digital Audio Product, to participate in the Voices Plus Digital Audio Product distribution program (“Voices Plus”). Such Digital Audio Products will be subject to the terms laid forth in Exhibit E of this Agreement, and will receive additional services and support from Findaway. Rights Holder agrees that Findaway will receive Sole Distribution Rights for all participating Digital Audio Products.

**7. DISCONTINUANCE OF DISTRIBUTION**

- a. Rights Holder may request that Findaway cease to distribute their Digital Audio Products to any number or all Distribution Partners at any time either by email or through the Findaway Voices Workflow. Findaway will make best efforts to remove the Digital Audio Product(s) within 30 business days of receipt of such written notification from Rights Holder. Rights Holder acknowledges that such removal requires action on the part of Findaway’s Distribution Partners, and may, in certain cases, take longer than 30 business days to complete. Rights Holder acknowledges that distribution on ACX (Audible/Amazon) has a minimum term of distribution of seven years and therefore ACX (Audible/Amazon) may not remove the Digital Audio Product(s) from sale prior to completion of the seven year term.
- b. Rights Holder asserts that all content submitted to Findaway for distribution meets both Findaway's Digital Audio Product Program Policy and the Findaway Voices Content Policy, available in Schedule D and the Findaway Voices Workflow, respectively. Additionally, Findaway and Findaway's Distribution Partners may choose to not facilitate distribution, purchasing, listening, or sales for any Digital Audio Product at any time at their own discretion for any reason.

**8. REMITTANCE AND ACCOUNTING**

- a. Findaway shall pay to Rights Holder in the manner hereinafter provided all amounts due pursuant to the Distribution Royalties set forth in Schedule C.

- b. Findaway shall render to Rights Holder monthly statements of account for any sale. Findaway shall send such statements, together with payments for the amount due, if any, within thirty (30) days following the end of the period in which Findaway collects the Distribution Royalty and receives such similar reports from each individual Distribution Partner. Payment due, if any, will be made to Rights Holder at the destination specified by Rights Holder in the Findaway Voices Workflow. Findaway may require a certain accumulation of amounts payable prior to initiation of payment and will post such requirements on the Findaway Voices Workflow. In the event that such payment threshold is not met, Findaway will remit payment and make all accounts current within thirty (30) days following the end of each quarter.
- c. Payments will be made to Rights Holder in United States Dollars (USD). If a currency exchange is required, the Distribution Royalty currency will be converted using the monthly average as published by the Wall Street Journal, and will be included in sales reporting.
- d. Statements shall state for each accounting period the number of copies of each of Digital Audio Products sold by Findaway.
- e. Findaway may, at its discretion, provide preliminary sales reporting functionality. Such preliminary reporting should be treated as unofficial and is not to be used for calculation of Rights Holder's monthly royalty payment.

## **9. CHANGES TO TERMS**

Findaway reserves the right to change, edit, improve, add, or delete portions of these terms at any time as set out herein. These terms may be changed by Findaway from time to time, and such changes will become effective once posted on the Findaway Voices Workflow. Findaway will make commercially reasonable efforts to communicate such changes to Rights Holders.

## **10. REPRESENTATIONS, WARRANTIES AND INDEMNITIES**

- a. Rights Holder represents and warrants to Findaway that it has the right to enter into this Agreement, to appoint Findaway as its non-exclusive agent for distribution and to grant the rights

herein granted; that no material in the Digital Audio Products, including but not limited to Artwork and Recordings, violates the right of privacy or publicity or any proprietary or personal right of any person; that the Digital Audio Products are not libelous or obscene; that it has and will retain all sound recording rights and the composition rights for Digital Audio Products Music; that each Digital Audio Product is of satisfactory quality, fit for purpose and conforms with its description; that no fees for any kind will be due to any third party except as expressly contemplated herein; that neither Rights Holder nor the Digital Audio Products infringe upon the copyright or other intellectual proprietary right of anyone, that the Digital Audio Products do not contain any material that is harmful or may subject Findaway to liability to any third party or is otherwise contrary to law; that there is no basis that any person or entity could claim that a sale of any Digital Audio Product would not generate legitimate royalties; and Rights Holder is not engaging in any fraudulent or any other deceptive practices with respect to the provision of any Digital Audio Product; and Rights Holder agrees to defend, indemnify and hold harmless Findaway and its affiliates, and their respective employees, officers, directors, shareholders and representatives against any loss, expense (including reasonable attorney's fees) or damage occasioned by any claim, action, proceeding or recovery arising out of a claim which would, if sustained, be a breach of any of the foregoing representations or warranties (a "Claim"), subject to the conditions that (i) Findaway promptly notify Rights Holder of any such Claim; (ii) Findaway permit Rights Holder to defend and at Rights Holder's option, settle, at Rights Holder's expense, such Claim with counsel selected and paid for by Rights Holder; and (iii) that Findaway provide all reasonable assistance requested by Rights Holder in connection with such Claim at Rights Holder's expense. Rights Holder agrees that Findaway may withhold any amounts payable to Rights Holder under this Agreement in the event Findaway believes in good faith that Rights Holder is in violation of the foregoing representations and warranties, and Rights Holder shall refund to Findaway (without limiting any other rights and remedies Findaway may have) all amounts previous paid to Rights Holder if Rights Holder violates the foregoing representations and warranties.

- b. Findaway represents and warrants to Rights Holder that it has the right to enter into this Agreement and to perform its services hereunder, and that any Findaway trademarks and/or logos

which may appear on the descriptions of the Recordings, and the use thereof by purchasers will not infringe or misappropriate any proprietary right of any third party. Findaway agrees to defend, indemnify and hold harmless Rights Holder and its affiliates, and their respective employees, officers, directors, shareholders and representatives against any loss, expense (including reasonable attorneys' fees) or damage occasioned by any claim, action, proceeding or recovery arising out of a claim which would, if sustained be in breach of any of the foregoing representations or warranties, subject to the condition that (i) Rights Holder promptly notify Findaway of any such Claim; (ii) Rights Holder permit Findaway to defend and, at Findaway's option, settle, at Findaway's expense, such Claim with counsel selected and paid for by Findaway; and (iii) that Rights Holder provide all reasonable assistance requested by Findaway in connection with such Claim at Findaway's expense.

- c. The mutual representations, warranties and indemnities made herein shall survive the termination of this Agreement.
- d. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party in connection with a merger, consolidation or sale of all or substantially all of the assets of such party.

## **11. NOTICES**

All notices required under this Agreement shall be sent by email to [support@findawayvoices.com](mailto:support@findawayvoices.com).

## **12. FORCE MAJEURE**

Findaway shall not be responsible for any delays or breaches in this Agreement caused by any circumstances beyond its control.

### **13. MISCELLANEOUS**

- a. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF OHIO APPLICABLE TO AGREEMENTS MADE AND FULLY PERFORMED THEREIN.
- b. Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms, and further agrees that this Agreement and the Exhibits annexed hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes and merges all prior proposals, understandings, and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement.
- c. By agreeing to the terms contained in this Agreement, Rights Holder and Findaway have duly executed this Agreement.

**SCHEDULE A**

*(This schedule intentionally left blank)*

**SCHEDULE B**

*(This schedule intentionally left blank)*

## SCHEDULE C

### DIGITAL AUDIO PRODUCT DISTRIBUTION ROYALTIES AND SALES MECHANICS

Channels and Business Models	Digital Audio Product Royalty* (% of SRP/SLP/Cost per Checkout price)	Description
<b>RETAIL</b>		
<i>Retail (a la carte)</i>		
24Symbols, 3Leaf Group, Apple Books, Baja Libros, Bokus Play, Books-a-Million, Chirp, eStories, Hummingbird, Instaread, Kobo, Libro.FM, My Audiobook Library, Radish	45%	À la carte
Audiobooks.com, AudiobooksNow, Barnes & Noble, Binge Books, Google, Spotify	50%	
<i>Subscription</i>		
Cliq Digital, Leamos	32%	Unlimited subscription
24symbols, Barnes & Noble, eStories, Cliq Digital, Kobo, Libro.FM, My Audiobook Library	32%	Credit-based subscription
Audiobooks.com	40%	
Bookmate, Nextory	32%	Combined Portions Subscription
<i>Revenue Share**</i>		
Anyplay, Beek, Kobo, Milkbox, Radish, Scribd, Storytel	--	Subscription based revenue pool
Authors Direct	70%	Transactional Revenue Share
Downpour (À la carte)	40%	
Downpour (Credit Sub)	32%	
Amazon, Audible	25%	
<b>LIBRARY/SCHOOL/MILITARY</b>		
<i>Library (A la Carte)</i>		
Axiell, Baker & Taylor, Bibliotheca, Bidi, EBSCO, Follett, Hoopla, MLOL, Odilo, Overdrive, Ulverscroft, Wheelers, 3Leaf Group	45%	À la carte
<i>Library Cost per Checkout***</i>		
Baker & Taylor, Bibliotheca, Bidi, MLOL, Odilo, Overdrive, Ulverscroft	45%	Cost per Checkout
Hoopla	--	

\*Rights Holder receives Distribution Royalties equal to 80% of all royalty receipts. Findaway receives a distribution fee equal to 20% of royalty receipts according to the above table.

\*\*Royalty receipts under these models paid based on the retailer's revenues, not SRP/SLP.

\*\*\* Cost per Checkout royalties are based on the prices indicated below in the Cost per Checkout model description

## BUSINESS MODEL DESCRIPTIONS

1. A la carte: In the retail channel, a customer purchases a license to the title in a traditional a-la-carte purchase environment. In the Library Channel, a school or library purchases a license to the title that may be circulated to one (1) patron at a time.

2. Unlimited subscription: Customers pay a flat monthly price to subscription service for unlimited access to Digital Audio Products. A sale occurs each time a subscriber consumes 15% or more of the Digital Audio Product.

3. Credit-based subscription: Customers pay a flat monthly price to subscription service for credits allocating them a fixed number of Digital Audio Products per month. A sale occurs each time a customer uses a credit to access an Digital Audio Product.

4. Cost per Checkout: For Digital Audio Product sales that permit Library patrons to borrow access to a digital Digital Audio Product for a specific period of time that is automatically terminated upon expiration of the lending period or return of the digital Digital Audio Product. Allows for unlimited circulation of licensed copies with access being limited to one (1) patron per borrowed copy.

Cost per Checkout Pricing will be set as follows for all partners except Overdrive and hoopla:

- SLP of \$15 and under = \$.99
- SLP of \$15.01 to \$25 = \$1.99
- SLP of \$25.01 and above = \$2.99

Cost per Checkout Pricing will be set as follows for Overdrive: The Cost per Checkout Price shall be either 8% of the SLP or \$0.99, whichever is greater.

For circulations of content on hoopla, royalty payouts will be generated based on the total duration of the content, as outlined in the table below:

<u>Duration in Minutes</u>	<u>hoopla Cost per Checkout Royalty Amount</u>
0-90	\$0.24
91-180	\$0.34
181-300	\$0.49
301-420	\$0.64
421-540	\$0.74
541-660	\$0.84
661-780	\$0.99
781-960	\$1.14
961-1080	\$1.24
1081-9999	\$1.34

5. Pool subscription: Customers pay a flat monthly price to access a subscription service which contributes to a shared revenue pool. Royalties paid based on Publisher's pro-rata share of total Digital Audio Product listening for each monthly period.

6. Transactional Revenue Share: Customers purchase a license to the title under the A la carte or credit-based subscription models, and the royalty payout is generated based on the purchase price, not the author-set digital list price.

7. Combined Portions Model: combines portions of an Digital Audio Product consumed to determine sales of Digital Audio Product Titles. Combined Portions Model (CPM) pays publishers off of SRP after a certain number of portions of a title have been consumed by subscription end users. A "portion" can vary between Distribution Partner. A unit purchase will be recorded for each total portions combination, defined by Distribution Partner, consumed of an Digital Audio Product, across any number of Users.

## SCHEDULE D

### DIGITAL AUDIO PRODUCT PROGRAM POLICIES

Rights Holder acknowledges and agrees to adhere to Digital Audio Product Program Policies. Findaway may change the Digital Audio Product Program Policies at its discretion from time to time with notice to the Rights Holder.

Our content policies play an important role in ensuring a positive experience for both our users and publishing partners. Please join us in this effort by respecting these guidelines. We may make exceptions to these policies based on artistic, educational, historical, documentary, or scientific considerations, or where there are other substantial benefits to the public.

#### **Distribution Discretion:**

Distribution Partners of Findaway have no obligation to make Digital Audio Products available on their services, and Findaway reserves the right to remove any Digital Audio Product from its Services in its sole discretion.

#### **Misleading and Disappointing Content:**

Don't provide content that misleads customers and/or provides a poor user experience. Content that consistently receives user complaints may be reviewed. Material that we don't permit includes but isn't limited to the following examples:

- Books that could be easily mistaken for apps or other forms of digital content
- Samples whose sole purpose is to advertise or drive purchase of other Books
- Metadata that is confusingly similar to existing Books, including misleading titles, authors, descriptions or covers, or that may cause confusion as to the format of the Book.
- Books with quality issues in the content file(s) that render the content difficult to understand. Machine-read audio content that can clearly be identified as non-human.

#### **Violent, Threatening or Disgusting Materials:**

Incitement to violence or terrorism is not permitted. This includes materials that are intended to harass, or which threaten to cause serious physical injury or death to an individual or rally support to physically harm others. In addition, we will not allow extremely graphically violent or scatological materials.

#### **Hate Speech:**

Content that promotes hate, violence, or genocide towards any identifiable or protected group or individual is not permitted. Protected groups and individuals include those based on race or ethnicity, nationality (including citizenship), religion, disability, gender, age, veteran status, sexual orientation, or gender identity.

#### **Sexually Explicit Material:**

##### ***Permitted***

- Images of nudity with educational, artistic, historical, or documentary value
- Sexually explicit topics

Although these types of sexually explicit materials are permitted, we do require Rights Holders mark their content as being "For mature audiences" on the book's in the metadata template.

##### ***Not permitted***

- Images and/or audio descriptions of nudity with no educational, artistic, historical, or documentary value

- Pornographic content
- Sexually explicit terms in any Book metadata (i.e. titles, subtitles or descriptions)
- Sexually explicit text or audio excerpts in descriptions or previews
- Sexually explicit text, images, or audio content depicting extreme sexual acts such as acts of pedophilia or sex with animals
- Content that drives traffic to commercial pornographic video sites

Please note that we may make exceptions based on artistic, educational, historical, documentary, or scientific considerations, or where there are other substantial benefits to the public.

### **Machine Learning**

Rights Holder grants Apple a limited, non-exclusive, non-transferable, non-sublicensable right and license to use Digital Audio Products files for machine learning training and models, provided that in no event shall any Rights Holder Digital Audio Products or portion thereof be provided to any third party or end-user in contravention of this Digital Distribution Agreement (e.g. making Rights Holder content available for free to end-users without express written consent). Rights Holder may revoke this right and license by sending Notice to Findaway as outlined in Section 11.

## SCHEDULE E

### VOICES PLUS

Rights Holder may agree, for any submitted Digital Audio Product, to participate in the Voices Plus Digital Audio Product distribution program through the Findaway Voices Workflow. For all such Digital Audio Products, the following terms and conditions (“Voices Plus Terms and Conditions”) will apply.

**Voices Plus Term:** Rights Holder agrees to a one (1) year term (“Voices Plus Initial Term”) of participation in the Voices Plus program, followed by annual renewals (“Voices Plus Renewal Term”). Rights Holder may opt out of Voice Plus any time during the first six (6) months of the Voices Plus Initial Term, or 30 days prior end of any Voices Plus Term. All opt-outs will be effective on the first day of the following calendar month.

**Sole Distribution Rights:** During the Voices Plus Term, Rights Holder grants Findaway Sole Distribution Rights for the Digital Audio Product. For the avoidance of doubt, Rights Holder will still control Digital Audio Product list prices and distribution selections as supported by the Findaway Voices Workflow during the Voices Plus Term.

**Benefits of Participation:** These benefits of participation may be updated from time to time, as reflected at <https://my.findawayvoices.com/accept-terms>. Where commercially reasonable, Findaway agrees to the following:

- Piracy Protection Support: Findaway will fulfill any DMCA takedown request identified by Rights Holder and agreed upon mutually with Findaway. Rights Holder hereby authorizes Findaway to act as their non-exclusive agent for the copyright infringement notification process. Rights Holder asserts that: (1) Rights Holder has reasonable good faith belief that use of the Digital Audio Product is not authorized by Rights Holder, and (2) Rights Holder has full permission and legal standing to grant the rights provided herein to Findaway.
- Redemption codes: Findaway will provide Rights Holder with one hundred (100) of Findaway’s redemption codes. The use of such codes are laid forth in Section 6.g
- Quality Review (For all titles submitted prior to April 17, 2019): Findaway will perform an initial quality review of participating Digital Audio Products art and audio assets, and inform Rights Holder of any technical issues that may delay the distribution process. Findaway may, at its discretion, proceed with corrections to the provided Digital Audio Product at no cost to Rights Holder.

**Program Sunset:** Findaway may end the Voices Plus Digital Audio Product distribution program at any time with ninety (90) days notice.