



RCS EUROPE SARL, BRANCH OFFICE GERMANY

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A. LICENSEE - Licensee is the corporation, partnership, individual or other business entity which executes the Software Products Schedule(s) and, for itself or for another entity, takes delivery of, or uses the Software Products.

B. TERM - The term of this License, and renewal terms, if any, are specified in the Software Products Schedule.

C. SOFTWARE PRODUCTS - The Software Products are those products specified in the Software Products Schedule.

D. CONSIDERATION - The License Fees are specified in the Software Products Schedule.

E. Not applicable

F. ENHANCEMENTS AND SOFTWARE SUPPORT - Enhancements are defined as changes to Software Products, as originally delivered, which improve their operation or provide new capabilities. Licensee agrees that any enhancements to Software Products suggested or requested by Licensee, or by RCS, whether or not reimbursed by Licensee, and whether or not developed by or in conjunction with Licensee’s employees or agents, shall be the exclusive property of RCS. Licensee further agrees that the enhanced versions of Software Products do not constitute a product different from Software Products, unless designated as such by RCS.

Software support shall consist of telephone consultation with Licensee’s employees to assist in proper use of Software Products. It shall also include telephone assistance in diagnosing and solving operational problems, recommending when system hardware maintenance is required, and assistance in identifying software errors claimed to exist on condition that the support under this clause does not exceed two (2) hours monthly on a consistent basis.

RCS may, at its discretion, terminate support for selected versions of the Software Products after which time no bugs will be fixed and no enhancements made. If Licensee is then using such a version, Licensee may: (i) continue to use the unsupported version, knowing that no bugs will be fixed and consultation support unavailable;; or (iii) terminate this Agreement by written notice to RCS.

G. RIGHTS AND OBLIGATIONS OF LICENSEE

1. Licensee may use Software Products, in machine readable form, on a single computer system unless specifically granted by RCS a license for multiple computers, but only for the benefit of the radio station(s) or business entity(ies) identified in the Software Products Schedule, provided they are owned or majority controlled by Licensee. Licensee may change the call letters of the station(s) or the name of the business

entity(ies) without executing a new software products schedule, provided that (i) ownership does not change and (ii) RCS is notified and approves in writing, which approval will not be unreasonably withheld, in advance of such change. Licensee further agrees it will not, without prior written approval of RCS, knowingly solicit or hire any RCS employee, or induce such employee to leave RCS's employment, directly or indirectly, while such employee performs, and for a period of twelve (12) months after the most recent time such employee has performed, any services for Licensee.

2. Licensee may transfer this License to a successor organization, provided the prior written approval of RCS for such transfer is granted, and such successor organization agrees to be bound by this Agreement. RCS agrees not to unreasonably withhold such approval.

3. Licensee agrees it may not, and it may not permit any other person or party to: sublicense, copy, reproduce, sell, rent, lease, time-share, lend, donate, distribute or otherwise transfer to any other organization or individual, except as provided in Section G.2 above, Software Products (including any documentation) in whole or in part, except that, pursuant to European Economic Community Council Directive 14 May 1991 on legal protection of computer programs (91/250/EEC) (the "Directive") a back-up copy may be made by Licensee. Licensee agrees to use its best efforts to ensure that unauthorized copies of Software Products are not given to others by those in its employ or under its supervision, and to protect RCS's exclusive and proprietary interest in Software Products, which are subject to copyright and trade secret protection. The use of any Software Products by anyone except Licensee, or the making of a copy thereof that is not authorized by RCS, is a violation of this Agreement. Licensee shall not, nor shall it permit anyone else to, reverse engineer, decompile, disassemble, alter, or in any other way derive the source code from Software Products, except that, pursuant to the Directive, Licensee may decompile the Software Products only to the minimum extent necessary to ensure interoperability.

4. Licensee agrees that if there is a breach or threatened breach of this Section G, RCS may have no adequate remedy in money or damages and shall be entitled to an injunction against the continuance of such breach in addition to all other remedies it may have at law or equity.

H. OBLIGATIONS OF RCS; LIMITED WARRANTIES; LIMITATION OF LIABILITY

1. During the Term RCS will, without additional charge, make a reasonable attempt to correct any program errors discovered by Licensee. For purposes of this Agreement, "program errors" shall be defined as any aspect of Software Products which differs materially from the functional capabilities set forth in the Operations Manual, the software product description furnished with Software Products, and/or provided within the Software Products or online by RCS.

2. LICENSEE ACKNOWLEDGES THAT THE SOFTWARE PRODUCTS WILL BE PROVIDED ON AN AS-IS BASIS. RCS MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW, WITH RESPECT TO THE SOFTWARE PRODUCTS, THEIR CHARACTERISTICS, QUALITY, VALUE, LEVEL OF ACCURACY OR COMPLETENESS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. LICENSEE ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE PRODUCTS.

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LICENSEE WARRANTS IT WILL NOT SEEK TO HOLD RCS LIABLE FOR ANY DAMAGES WHATSOEVER BASED ON THE SOFTWARE PRODUCTS, EXCEPT FOR DAMAGES WHICH MAY ARISE OUT OF RCS'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

3. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the ICC International Court of Arbitration in Paris, France. The arbitration proceedings shall be conducted in the English language.

I. TERMINATION

1. RCS may terminate this Agreement if Licensee fails to pay the full Initial License Fee set forth in Section C of the Software Products Schedule or the Renewal Fee set forth in Section D thereof, or if Licensee violates the Software Products Schedule or this Agreement, in each case after having received written notice of such failure to pay or other violation, and failing to cure such breach within thirty (30) days (five [5] days if for breach of Section G.1 or G.3 above) after receipt of such notice. In such event, RCS at its option may seek to collect the unpaid balance of such Fees and pursue any or all of its other remedies at law, in addition to terminating this Agreement and suspending or terminating the license hereunder.

2. Licensee may terminate this Agreement only after it has paid the full amount of the Initial License Fee and the Renewal Fees, if any, unless RCS violates any material term of this Agreement or the Software Products Schedule and fails to cure such violation within thirty (30) days after receipt of written notice of such violation.

3. Not applicable.

4. If RCS withdraws support for a version of the Software Products then used by Licensee and Licensee chooses not to continue using such version, as described in Section F, Licensee may terminate this Agreement at any time after RCS withdraws such support by providing written notice to RCS.

5. In the event of any termination under this Section I, all copies of Software Products must be returned to RCS by Licensee and Licensee shall lose all rights to utilize Software Products from the date of such termination, other than as provided for in the preceding subsection.

J. MISCELLANEOUS - This Agreement will be interpreted in accordance with and enforceable under the laws of the Federal Republic of Germany without regard to its conflict of laws principles. This Agreement constitutes, together with the Software Products Schedule, the entire understanding of the parties, unless modified or amended in writing and agreed to by both parties; and supersedes any prior oral or written negotiations or agreements between the parties. Except as otherwise provided, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, representatives and assigns. Headings have been included for convenience only and shall not be used in construing the provisions of this Agreement. This Agreement may be assigned by RCS to any of its affiliates under the condition that the affiliate performs activities within a similar scope of business as RCS; Licensee may not assign or transfer this Agreement without the written consent of RCS.

Revised May 2006

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SOFTWARE PRODUCTS SCHEDULE EU vers. 1.3

This Schedule describes the computer software products (“Software Products”) being licensed to Licensee (the party executing below) under the terms of the RCS Europe SARL, Branch Office Germany (“RCS”) Standard License Agreement (SLA EU vers.). By executing this Schedule, Licensee agrees to the terms and conditions of the Standard License Agreement, attached hereto and made a part hereof (collectively, the or this “Agreement”). This Agreement supersedes any previous agreement between the parties in relation to the Software Products, provided there are no outstanding invoices under any previous agreement with RCS or an affiliate.

A. DESCRIPTION OF SOFTWARE PRODUCTS

The Software Products being licensed herein are listed below. Licensee will receive a copy of the Operations Manual either printed or embedded in the Software Products, with a revision number as indicated below, for the itemized Software Products, and agrees that this Operations Manual describes the capabilities of the Software Products to be delivered by RCS under this Agreement. This Agreement only covers the current version of the Software Products plus upgrades within the same version of Software Products, as defined by RCS.

SOFTWARE PRODUCT NAME	VERSION #	STATION/ENTITY	CITY/COUNTRY	MARKET POPULATION
GSelector® Program Scheduling System	4	ČRo Radiožurnál	Praha Czech Republic	xxxxxx
GSelector® Program Scheduling System	4	ČRo Dvojka	Praha Czech Republic	xxxxxx
GSelector® Program Scheduling System	4	ČRo Radio Wave	Praha Czech Republic	xxxxxx
GSelector® Program Scheduling System	4	ČRo Brno	Brno Czech Republic	xxxxxx
GSelector® Program Scheduling System	4	ČRo České Budějovice	České Budějovice Czech Republic	xxxxxx
GSelector® Program Scheduling System	4	ČRo Hradec Králové	Hradec Králové Czech Republic	xxxxxx
GSelector® Program Scheduling System	4	ČRo Olomouc	Olomouc Czech Republic	xxxxxx
GSelector® Program Scheduling System	4	ČRo Ostrava	Ostrava Czech Republic	xxxxxx
GSelector® Program Scheduling System	4	ČRo Pardubice	Pardubice Czech Republic	xxxxxx
GSelector® Program Scheduling System	4	ČRo Plzeň	Plzeň Czech Republic	xxxxxx
GSelector® Program Scheduling System	4	ČRo Regina	Praha Czech Republic	xxxxxx
GSelector® Program Scheduling System	4	ČRo Region střední Čechy	Praha Czech Republic	xxxxxx
GSelector® Program Scheduling System	4	ČRo Vysočina	Jihlava Czech Republic	xxxxxx
GSelector® Program Scheduling System	4	ČRo Sever	Ústí nad Labem Czech Republic	xxxxxx

GSelector® Program Scheduling System	4	ČRo Karlovy Vary	Karlovy Vary Czech Republic	xxxxxx
GSelector® Program Scheduling System	4	ČRo Liberec	Liberec Czech Republic	xxxxxx
GSelector® Program Scheduling System	4	Bulk license for 3 internets stations*	Praha Czech Republic	xxxxxx
GSelector® Program Scheduling System	4	ČRo Jazz	Praha Czech Republic	xxxxxx
GSelector® Program Scheduling System	4	ČRo D-Dur	Praha Czech Republic	xxxxxx
GSelector® Program Scheduling System	4	ČRo Rádio Junior	Praha Czech Republic	xxxxxx
GSelector® Program Scheduling System	4	ČRo Zlín	Zlín Czech Republic	xxxxxx
GSelector® Program Scheduling System	4	ČRo Plus	Praha Czech Republic	xxxxxx

* The Bulk License is only valid for non-FM stations with an expected average audience of a maximum of 3.000 concurrent listeners.

B. STATIONS OR BUSINESS ENTITIES LICENSED

The non-exclusive, non-transferable, limited, revocable license granted herein is granted to the stations or business entities listed in Section A only, except as expressly provided pursuant to Sections G.1 and G.2 of the Standard License Agreement. The Software Products are RCS's exclusive and proprietary software and are subject to copyright and trade secret protection. The right to use the Software Products for additional co-located stations or business entities will be granted upon payment of proper additional fees and execution of an amendment hereto or a new agreement.

C. INITIAL TERM AND INITIAL LICENSE FEES

The "Initial Term" shall be: 12 months commencing August 1, 2018. The "Initial License Fee" for use of the Software Products during the Initial Term shall be paid as follows:

Monthly payments of CZK 217 295 without VAT for GSelector from the effectiveness of the Agreement including Standard License Agreement.

(hereinafter as the "Fee").

The above-mentioned monthly payment shall apply for 12 months of the Initial Term as well as all renewal Terms unless the Parties to the Agreement agree otherwise. The Fee shall be paid by wire transfer into the RCS's account set out in the invoice.

The shall pay the Fee monthly, in advance, in Czech Crowns, based on monthly invoices issued after this Agreement including Software Products Schedule comes into effect. The maturity period of the respective invoice shall be 24 days of its delivery to the Client.

D. RENEWAL TERM(S) AND RENEWAL FEE(S)

Renewal: Unless Licensee gives written notice to RCS at least sixty (60) days prior to the end of the Initial Term (or renewal term) of Licensee's intention to terminate this Agreement at the end of such term, this Agreement shall automatically be renewed for successive additional 12 month terms (each, a "Renewal Term") at renewal fees ("Renewal Fees") which are equal to the Fees under Section C hereof.

The Agreement and the Standard License Agreement may be renewed under Section D hereof up to three-times consecutively. After the third Renewal Term is lapsed, the Agreement including the Standard License Agreement is terminated.

In the event that Licensee has given such written notice, Licensee must return the Software Products, documentation and any copies thereof to RCS within ten (10) days of the date of such notice is received by the Licensor. Use of Software Products after the end of the Initial Term or any Renewal Term will cause this Agreement to be automatically renewed for a Renewal Term.

E. PROGRAM ENHANCEMENTS

During the Initial Term and Renewal Term(s), RCS at its discretion may offer Enhancements (as defined below) to the original Software Products at no additional charge, so long as all Fees are paid and this Agreement remains in force.

“Enhancements” are defined as changes to Software Products, as originally delivered, which improve their operation or provide new capabilities. Licensee agrees that any Enhancements to Software Products suggested or requested by Licensee, or by RCS, whether or not reimbursed by Licensee, and whether or not developed by or in conjunction with Licensee’s employees or agents, shall be the exclusive property of RCS. Licensee further agrees that the enhanced versions of Software Products do not constitute a product different from Software Products, unless designated as such by RCS.

F. SOFTWARE SUPPORT

Software support, as defined in the Standard License Agreement and to the extent set forth therein, will be provided to Licensee during the Initial Term and Renewal Term(s) as part of the Initial License Fee and Renewal Fees.

G. INSTALLATION

RCS will supply at no additional charge up to five (25) hours of telephone assistance at Licensee's request during the initial installation of the Software Products, provided such assistance is requested within ninety (90) days of delivery of the Software Products.

The parties have duly executed this Agreement, incorporating the Standard License Agreement, on the date set forth below RCS's name.

LICENSOR
RCS EUROPE SARL, BRANCH OFFICE GERMANY

LICENSEE
**Český rozhlas
Vinohradská 12
120 99 Praha 2
Czech Republic
ID#:45245053/VAT#:CZ45245053**

BY: _____

BY: _____

Print Name: _____xxxxxxxxxxxxx_____

Print Name: _____

TITLE: _____xxxxxxxxxxxxx_____

TITLE: _____

DATE: _____

DATE: _____

Revised JANUARY 2006