

GENERAL TERMS AND CONDITIONS OF USE OF THE CONTENT OF FRANCE MEDIAS MONDE BY MEDIA PARTNERS

RECITALS

France Médias Monde is a national broadcasting company with capital of €5,347,560, on the Nanterre Trade and Companies Register under no. 501 524 029, having its registered office at 80, rue Camille Desmoulins, 92130 Issy-les-Moulineaux, France, represented by its CEO Marie-Christine Saragosse (hereinafter "FMM").

FMM is a French media group with an international reach, its core business being the production and 24/7 broadcasting of primarily news programmes over three main outlets, these being television (France 24), radio (Radio France Internationale (RFI) and Monte Carlo Doualiya (MCD)) and new media (France 24, RFI and MCD).

France 24 is a French international news channel broadcasting 24 hours a day, in four languages, i.e. French, English, Arabic and Spanish.

RFI is an international French news radio station broadcast in French and in 16 other languages (English, Khmer, Chinese, Spanish, Hausa, Kiswahili, Persian, Portuguese and Brazilian Portuguese, Romanian, Russian, Armenian, Haitian Creole, Mandinka, Fulani and Vietnamese).

MCD is a general interest radio station broadcast in Arabic.

These General Terms and Conditions set the terms and conditions of use of FMM's Content by Media Partners of France Médias Monde (hereinafter the "Partner(s)").

These General Terms and Conditions are published on the France Médias Monde platform accessible at <http://partenariat.rfi.fr>, hereinafter referred to as the "Contract Formation Site". Only the version of the General Terms and Conditions published on the Contract Formation Site is legally applicable. Any publication of the General Terms and Conditions of Sale elsewhere is for information only and non-binding. Any changes to the General Terms and Conditions are binding on the Partners as from their publication online.

The Contract is formed online on the Contract Formation Site. The Partner completes an application form which is examined by FMM. The decision whether or not to contract with the Partner is solely a matter for FMM, and FMM may consequently decide not to proceed with an application.

The application form, filled in with information on the Content, the technical means of access to the Content, the type of subscription, and characteristics relating to the broadcast and Territory, ratified online by France Médias Monde, is deemed equivalent to the Special Terms and Conditions.

The contract consists of the present General Terms and Conditions and Appendix 1, together with the Special Terms and Conditions, hereinafter "the Contract." The Contract supersedes any prior written or verbal agreement concerning the same subject between FMM and/or FMM Radios and the Partner.

ARTICLE 1: CONTRACT DOCUMENTS

The documents forming the Contract are listed below in descending order of legal value:

- The Special Terms and Conditions;
- The General Terms and Conditions and Appendix 1.

If one or more provisions in these documents contradict each other, the higher ranking document will take precedence.

If one and/or more provisions featured in a same ranking document contradict each other, the most recent document will prevail if this has been validated by both Parties.

The fact that a provision featured in a lower ranking document is not expressly mentioned in the higher ranking document cannot cause said provision to lose its legal force.

ARTICLE 2: SUBJECT MATTER

FMM provides the Partners with which it has entered into a contract via the Contract signature site, certain Content in order that these Partners can broadcast this Content on their stations and/or websites in relation to their own programmes, under the conditions that are stated in the Special Terms and Conditions.

This may take the form of a live relay of Content (by satellite and/or Internet) and/or a broadcast of pre-recorded Content (via the Programme Bank), pursuant to the terms that are set out in Article 4 of these General Terms and Conditions.

ARTICLE 3: DEFINITIONS

Programme Bank: means the server that France Médias Monde uses to make recorded Content available to Partners for broadcast. The Programme Bank may also allow Partners to retrieve Internet streams of Content so that Partners can broadcast them live.

General Terms and Conditions: means this document setting out the terms and conditions of use of Content by Partners.

Special Terms and Conditions: means the document completed online by the Partner and FMM specifying the Partner's contact details, the Content to be used, the technical means of accessing the Content, the type of subscription, the characteristics of the broadcast and the Territory, etc.

Content: means the RFI and/or MCD radio programme(s) made available to the Partner in accordance with the provisions of the Specific Terms and Conditions.

The Programmes made available to Partners are:

- news programmes (RFI, MCD): Partners are allowed to use the latest edition of the news programme made available by FMM for a maximum period of 24 hours from the first broadcast on the RFI and/or MCD station. Partners undertake to cease all use of the news programmes concerned after 24 hours.
- magazine programmes (RFI): Partners are allowed to use the magazine programmes made available and identified as such by FMM, for a period of 7 days from the first broadcast of each magazine programme concerned on the RFI station. Partners undertake to cease all use of the magazine programmes concerned at the end of this period.
- magazine programmes (MCD): Partners are allowed to use the magazine programmes made available and identified as such by FMM, for a period of 7 days from the first broadcast of each magazine programme concerned on the MCD station. Partners undertake to cease all use of the magazine programmes concerned at the end of this period.
- musical compilations (RFI): Partners are permitted to use RFI/MCD musical compilations made available by FMM for a period of 7 days from the date such compilations are made available by FMM. Partners undertake to cease all use of the compilations at the end of this period.
- French learning courses (RFI, MCD), hereinafter "French Courses": The French Courses comprise several episodes making up a series. Each episode in the series is indissociable from the other episodes. The French Courses must therefore be broadcast in their entirety, at the broadcasting intervals indicated by RFI. Partners are permitted to use the French Courses solely as an entire series. The terms of use for the French Courses are stipulated in Appendix 1 of the General Terms and Conditions.

It is specified that the periods of use defined above may be extended on a case-by-case basis by FMM depending on the type of Content made available to the Partners. These periods of use must then be set by FMM in the Special Terms and Conditions, specifying that they constitute an exception to the periods stipulated herein, applying exclusively to certain precise and identified Content made available in this context.

It is understood that sports competition retransmissions of any kind whatsoever are expressly excluded from the Content that the Partners are authorised to broadcast. If such retransmission appears in the Content transmitted under the conditions of Article 8 of these General Terms and Conditions, the Partner undertakes not to broadcast said retransmission, and to schedule a replacement programme if one is not provided by FMM.

For the avoidance of doubt, category A radio stations broadcasting in Metropolitan France are only permitted to broadcast RFI's news programme. Any other Content is expressly excluded from broadcast by Category A radio stations.

Any other use of Content not stipulated herein is expressly excluded and prohibited by Partners. In the event that Partners wish to continue to use certain Content beyond the abovementioned periods of use, the Partners undertake to negotiate with FMM to determine together the terms and conditions of use of such Content under a separate agreement.

Contract: Means the commitments made by FMM and the Partner in respect of this collaboration. The Contract consists of the General Terms and Conditions and the Special Terms and Conditions.

Partner: means the Media Partner that has submitted an application on the Contract Formation Site that has been accepted by France Médias Monde for the reuse of Content in respect of its own programmes.

Partner radio stations broadcasting on the territory of Metropolitan France must without fail belong to category A (non-commercial services) as defined by the Conseil Supérieur de l’Audiovisuel, and no other category. Such stations may only use the “Live Relay” subscription mode as defined in Article 4.1 of these General Terms and Conditions. The radio stations concerned will be referred to as “Category A radio stations”.

FMM radio stations: means either RFI or MCD or both.

Contract Formation Site: means the portal found at <http://partenariat.rfi.fr> which is used for the formation of contracts between FMM and Partners.

Territory: means the territory(-ies) and/or area(s) of broadcast of the Partner indicated in the Special Terms and Conditions.

Media Platform: means the various media on which Partners will be authorised to broadcast Content. These Media Platforms are specified in the Specific Terms and Conditions.

ARTICLE 4: MEANS OF PROVIDING CONTENT

4.1 Under the Contract, FMM provides Content to the Partner, for the partial relay or re-use of the Content, by one of the following means:

- for partial relay of live Content: satellite or 24-hour Internet stream via the Programme Bank (hereinafter “Live Relay”),
- for the partial re-use of recorded Content: satellite via the Programme Bank (hereinafter “Re-use via the Programme Bank”). In accordance with Article 3 hereof, it is specified that the Programme Bank is also used to retrieve Internet streams corresponding to Content for live broadcast.
- By any other means specified in the Special Terms and Conditions, either for the Live Relay of Content or for Re-use of recorded Content.

4.2 The specific provisions relating to each of the relay or re-use methods are an integral part of these General Terms and Conditions.

The means by which FMM provides Content to Partners vary depending on whether it entails “Live Relay” or “Re-use via the Programme Bank”.

- For “Live Relay”, the methods of providing the Content are specified in Article 8.1.

It is specified that in relation to “Live Relay”, Content must be broadcast by the Partner simultaneously with the terrestrial broadcast by FMM radio stations, with no changes, cuts or additions to Content.

For “Re-use via the Programme Bank”, delivery methods are specified in Article 8.2.

ARTICLE 5: INTELLECTUAL PROPERTY

This article concerns the conditions of use of Content, excluding French Courses the specific terms and conditions for which are stipulated in Appendix 1 hereof.

FMM authorises the Partner to use Content on the Media Platforms stipulated in the Specific Terms and Conditions. To this end, FMM grants the Partner non-exclusive exploitation rights over the Content, for the Territory and for the periods specified in Article 3 hereof, depending on the type of content relayed or re-used by the Partner, in accordance with the definitions given of this content in the same article. The periods of use indicated are defined as running from the first broadcast by the RFI and/or MCD radio stations. Partners undertake to no longer use Content after the end of these periods.

These rights are:

- The right to reproduce or have a third party reproduce the Content on the media platforms and for the uses stipulated by the General Terms and Conditions and the Special Terms and Conditions.
- The right to represent, have a third party represent, distribute, have a third party distribute and more generally to communicate to the online public the Content on the media platforms and for the uses stipulated by the General Terms and Conditions and the Special Terms and Conditions.

FMM will hold the Partner harmless from any proceedings, actions or claims from third parties in this regard.

Concerning third party rights over certain Content to which FMM does not hold the rights, the Partner warrants to FMM that it has obtained or will obtain the necessary permissions from the competent collecting societies (and/or directly from the authors and/or artists and/or producers) and undertakes to ensure all the submissions to these societies are completed for the uses that it makes of Content in respect of this Contract. The same applies to the archives of RFI Content where exploitation rights belong to the INA, in which case the Partner undertakes to contact the INA in order to obtain the Institute's permission for the intended uses of the relevant Content archives.

Furthermore, the Partner agrees to be responsible for all of the submissions to be made to the relevant collecting societies that are required for the use it makes of the Content.

In this regard, the Partner shall hold FMM harmless from any proceedings, actions or claims from third parties, and any costs and expenses (including any reasonable legal costs).

It is specified that the Content must be reproduced and represented in full, without modifications, cuts, additions, overlays, alterations, reductions or insertions.

The Partner may not grant a third party any sub-licence to use the Content. All other rights and permissions not stipulated in this Contract are expressly excluded.

For the avoidance of doubt, the Partner is granted no rights other than those expressly stipulated in this Contract. FMM retains full ownership of the tangible and intangible rights to the Content, and the Partner cannot therefore seek to enforce any intellectual property or other right in this respect.

ARTICLE 6: OBLIGATIONS ON THE PARTNER

6.1 The Partner undertakes to comply with the national legislation applicable in the Territory for the conducting of its business, and in particular for the broadcasting of Content, and it warrants that it has obtained all necessary licenses and permission in this respect. In particular, category A Radio stations broadcasting in Metropolitan France must be accredited by the CSA and be duly authorised to broadcast the Content.

The Partner undertakes to notify FMM as soon as possible of any modification to the aforementioned licences and permissions. Where applicable, FMM will have the right, at its sole discretion, to terminate the Contract immediately and without such termination giving rise to compensation for the Partner.

6.2 Pursuant to the provisions of Article 5, as a broadcaster, the Partner agrees to be responsible for all of the submissions concerning the Content that it broadcasts to be made to the relevant collecting societies, and to pay the corresponding fees pursuant to applicable French legislation relating to copyrights and related fees.

The Partner guarantees FMM against any recourse in this respect.

6.3 The Partner undertakes to respect the general principles of ethics that apply to journalists falling under international provisions such as, in particular, the Global Ethics Charter of Journalists adopted on 12 June 2019. If the Partner breaches the provisions of this Charter, FMM will be entitled to terminate the Contract immediately and without such termination giving rise to compensation for the Partner.

6.4 Any change to the Partner's corporate articles, shareholders or management bodies must be reported in advance to FMM. Where applicable, FMM will have the right, at its sole discretion, to terminate the Contract immediately and without such termination giving rise to compensation for the Partner.

6.5 In accordance with the provisions of Article 5, the Partner agrees not to modify the Content, or interrupt or divide up the broadcast thereof.

In particular, the Partner undertakes to distribute each French Course in its entirety and in one series, following the intervals between broadcasts indicated by FMM in the Special Terms and Conditions. This is a material obligation on the Partner. A breach of this obligation by the Partner will result in termination of the Contract by FMM as described in Article 12 hereof.

The Partner agrees not to link advertising, partnerships or sponsoring to the Content and to relay or re-use the Content as it is provided by FMM.

Except to make interim copies strictly necessary for Content broadcasts, the Partner undertakes not to store or copy Content on any storage medium whatsoever. In any event, interim copies are to be deleted after the Partner has broadcast the Content concerned.

6.6 The Partner agrees to name the FMM radio stations, as well as any third party partners there might be when named, as the Content producer(s), and to do so at the start and end of each Content broadcast, and on all the Partner's written and audio media mentioning and/or reproducing the Content.

The message will constitute a specific signal and consist of the following statement: "This program was produced by [Radio France Internationale and/or Monte Carlo Doualiya] [and name of any third party partner]."
During the broadcast of French Courses, the Partner agrees to broadcast the following text at the start and end of each broadcast: "The course offered to you has been produced by RFI, the French international radio station."

6.7 If it owns a website, the Partner undertakes to mention FMM Radio stations (by placing the FMM Radio logos on its website page covering the broadcasting of Content) as well as this collaboration. The Partner undertakes to ensure that a user clicking on the logo(s) is redirected to an HTML page containing a short introduction to FMM Radio stations. This presentation will be provided to the Partner by FMM. This presentation page must itself contain a link to FMM Radio station websites.

6.8 In accordance with the provisions of Article 9, the Partner permits FMM to use its name, trademark and/or logo on FMM Radio station websites for its communication, promotion, internal and/or external advertising needs under this collaboration.

6.9 The Partner will pay the relevant authorities all the various duties, taxes or charges due on the Territory arising from performance of the Contract. The Partner guarantees FMM against any recourse in this respect.

ARTICLE 7: OBLIGATIONS ON FMM

7.1 FMM agrees, for each of the live relay or recording re-use broadcast methods stated in 4.1 above, to put Content at the Partner's disposal as stipulated in the Contract.

7.2 FMM will have editorial responsibility for the Content and guarantees the Partner to this end, provided the Partner uses said Content in accordance with the Contract.

7.3 To enable the Partner to meet its obligation stipulated in article 6.2 above, FMM will provide a file in PDF format for the Content enabling the submissions described in said article to be made.

7.4 FMM retains sole editorial responsibility for what it broadcasts; as such, FMM decides on the Content it broadcasts. The Partner hereby confirms that it is fully aware that FMM, in its capacity as a company in a public service role, particularly in terms of reporting news, may at any time modify, including in terms of its volume, or even cancel the Content provided to the Partner under the Contract, if there is a breaking major national or international news event requiring a change in its programme schedules. Under such circumstances, FMM cannot be liable to pay any compensation, financial or otherwise.

Following changes to FMM radio stations' schedules (including modification and/or removal of all or part of the Content) or following a change in the technical data about transmission, FMM will do its utmost to inform the Partners of the new version of the schedule. For Partners with access to the Programme Bank, the programme schedule will be updated automatically.

Under no circumstances can FMM be held liable for the aforementioned modifications and/or changes. Similarly, FMM cannot be held liable in the event of a temporary interruption in Content or interruption in the provision of Content, regardless of the cause. FMM cannot be liable for any compensation, financial or otherwise under such circumstances.

ARTICLE 8: METHODS FOR TRANSMITTING CONTENT TO THE PARTNER

8.1 Specific provisions for Live Relay by satellite and/or via the 24-hour Internet streams available from the Programme Bank.

FMM will provide the Partner with Content by satellite transmission or by 24-hour Internet streams accessed via the Programme Bank.

8.1.1 Live Relay by satellite.

In this case, the Partner will be solely responsible for and bear the cost of relaying the unscrambled signal from FMM Radio stations with all of its components to ensure the transmission of the signal, its processing and its broadcast on the Media Platforms stipulated in the Special Terms and Conditions.

The broadcasting and transmission costs of the signals of the Content are charged to the Partner unless otherwise stipulated in the Special Terms and Conditions.

The Signals provided to the Partner will be compliant with the standards set out in the Special Terms and Conditions. If the conditions for providing the signals are modified, FMM agrees to notify the Partner as soon as possible and to offer it alternative conditions ensuring the same quality of service, in such a way that the supply of the signal is not interrupted.

8.1.2 Live Relay through the provision of 24-hour Internet streams via the Programme Bank.

In this case, FMM will provide at its cost and under its responsibility to the Partner, the 24-hour Internet streams that are to be integrated by the Partner on its servers, for the purposes of use of Content as stipulated in the Contract.

Content will therefore remain hosted on the Partner's servers during the period of use of the Content stipulated in the Contract.

The Partner may not under any circumstances disclose to a third party the URLs of the 24-hour Internet streams provided by FMM via the Programme Bank, and will ensure that its employees, service providers and subcontractors are fully compliant with this obligation. Any breach in this respect may result in FMM's immediate termination of the Contract on the basis of the Partner's repudiatory breach.

It is specified that data files (text and/or audio) from third parties may be sent to the Partner at the same time as FMM sends Content. It is understood that the Partner bears sole responsibility for the use made of these files in respect of any agreements concluded with said third parties, if any. Under no circumstances can FMM be held liable in this respect.

8.1.3 Provisions common to the Live Relay of Content by satellite or through the Programme Bank.

Pursuant to the provisions of Article 6, the Partner will be personally and solely responsible for obtaining and complying with all the permissions that it requires to receive, transmit and broadcast Content in the Territory.

8.2 Provisions specific to re-use of Content via the Programme Bank

FMM will provide the Partner with an access code enabling it to access the pages dedicated to the Programme Bank on its website at www.programmes.rfi.fr.

The Partner may not under any circumstances disclose this access code to a third party, and will ensure full compliance with this obligation by its employees, service providers and subcontractors. Any breach in this respect may result in FMM's immediate termination of the Contract on the basis of the Partner's repudiatory breach.

In this case, the Partner will be solely responsible for re-use of Content via the Programme Bank:

- either by re-using links corresponding to the Content concerned made available within the Programme Bank. These links will be integrated by the Partner on its servers for the purpose of broadcasting Content as stipulated in the Contract;
- or by downloading the files corresponding to the Content concerned from the Programme Bank. In this case, the Content will be stored on the Partners' servers for the durations of Content use stipulated for each type of Content in Article 3. It is specified that at the end of this period, the Partners undertake to delete all Content hosted on their servers.

It is specified, as for Live Relay, that data files (text, video and/or audio) from third parties may be sent to the Partner at the same time as FMM sends Content. It is understood that the Partner bears sole responsibility for the use made of these files in respect of any agreements concluded with said third parties, if any. Under no circumstances can FMM be held liable in this respect.

This provision is valid for any other means of routing, other than satellite and/or the Programme Bank, which could be used by FMM for the transmission of Content to the Partner.

ARTICLE 9: USE OF THE PARTIES' TRADEMARKS

FMM and the Partner expressly agree that each party's names, trademarks and logos can be used by the other party throughout the term of the Contract, on the Territory solely within the context of this collaboration.

Consequently, each party grants to the other, which accepts, the right to use its names, trademarks and logos under this Contract.

9.1 FMM authorises the Partner to use its "France Médias Monde", "Radio France Internationale", "RFI", "Monte Carlo Doualiya" and "MCD" names, trademarks and logos, in full compliance with the standards and house style guide sent by FMM, on any promotional, advertising or commercial material of its choice, concerning any communication relating to this Contract and notably for identification of Content.

9.2 The Partner authorises FMM to reproduce its names, trademarks and logos as specified within the Special Terms and Conditions, in full compliance with the standards and house style guide sent by the Partner, on any promotional, advertising or commercial material of its choice, concerning any communication relating to this Contract.

9.3 Before any broadcast the final corrected proofs must without fail be sent to each of the parties and be expressly agreed.

In this respect, each party hereby confirms that it:

- holds all the property and/or user rights over its names, trademarks and logos;
- guarantees the other party the quiet use and enjoyment of names, trademarks and logos in conformity with the rights that are strictly granted under this Contract.

ARTICLE 10: FINANCIAL TERMS

This Contract carries no financial consideration. Permission for the Partner to broadcast Content and use the Hardware is granted by FMM to the Partner free of charge.

ARTICLE 11: PERSONAL DATA

FMM is required, as part of the performance of this Contract, to process personal data on the Partner's employees or managers (including technical and commercial contacts), including but not limited to information such as their surname, first name and business contact details (address, email address and telephone number). This data will be collected from the Partner. The processing of such personal data is essential to the relationship and activities between the Parties, in particular for the purposes of communication between the Parties' teams.

The Partner hereby states that it can transfer such personal data to FMM and that it has complied with the requirements of the General Data Protection Regulation (GDPR).

FMM, as data controller of this personal data, undertakes to process such personal data only to the extent strictly necessary for the performance of the services described in this Contract, and undertakes in this respect to comply with the applicable legal provisions in this regard, and in particular to implement all appropriate technical and organisational measures to protect personal data against accidental or unlawful destruction, accidental loss, corruption, unauthorised disclosure or access as well as any other form of unlawful processing.

Such data may not be retained for any longer than is necessary to achieve the purposes for which it was collected, and in any event not after the end of the performance of this Contract, unless FMM is under a legal obligation to retain it for longer.

ARTICLE 12: TERMINATION

Notwithstanding FMM's option to terminate pursuant to Article 6, in the event of non-performance or poor performance of one of the Partner's contractual obligations as stipulated in the Contract, FMM may terminate the Contract as of right and without compensation, after sending the Partner a registered letter with acknowledgement of receipt, notifying said breach(es) in its obligation(s) that has not then been acted on within 15 days of the date of despatch, without prejudice to any damages which FMM could claim. Termination will take effect automatically without compensation at the end of the aforementioned 15-day period.

ARTICLE 13: FORCE MAJEURE

13.1 Force majeure ("**Force Majeure**") is constituted by any event having the qualities defined by the legal precedents set by France's Court of Cassation. Under such circumstances, the parties are no longer liable for any suspension or non-performance of their obligations and will not owe any compensation to each other. However, the parties will endeavour to maintain Contract performance, albeit sub-optimally.

13.2 The occurrence of a Force Majeure event will result in immediate suspension of Contract performance and oblige the party relying on it to inform the other party thereof without delay by any suitable method. The Contract may be terminated by either party by registered letter with acknowledgement of receipt sent to the other party if the Force Majeure event has not come to an end within 30 days of its first occurring, with no compensation being owed by either party.

ARTICLE 14: VALIDITY - DURATION OF THE CONTRACT

14.1 The Contract enters into force from the Partner's online acceptance and ratification of the Special Terms and Conditions. It remains in force until 31 December of the year in progress and will be renewed tacitly for successive periods of one year unless terminated by registered letter with acknowledgement of receipt by either Party, giving a notice period of one (1) month.

14.2 Either Party may terminate the Contract at any time by sending the other Party a registered letter with acknowledgement of receipt. The Contract will then end one month from receipt of said registered letter.

ARTICLE 15: COOPERATION BETWEEN FMM AND THE PARTNER

FMM and the Partner agree to closely cooperate and to take all necessary care to ensure proper performance hereof pursuant to the provisions of the Contract.

FMM and the Partner agree to mutually inform each other of any event likely to affect proper performance of the Contract.

ARTICLE 16: INTUITU PERSONAE

The terms and conditions of the Contract are established intuitu personae between FMM and the Partner, to the exclusion of any third party including any present and/or future subsidiaries of the Partner. The Contract cannot be directly or indirectly, partly or totally assigned, transferred or subcontracted by either Party.

ARTICLE 17: CONFIDENTIALITY

FMM and the Partner agree to keep strictly confidential and consequently not to disclose to any third parties, the conditions of the Contract during its term and for two years after its termination.

This disclosure can only take place by written mutual agreement between FMM and the Partner and following the conditions that will also be defined by written mutual agreement between the latter, unless the said disclosure is required by the law or regulations or for the requirements of legal proceedings.

ARTICLE 18: INSURANCE

FMM and the Partner declare that they are insured for their professional and operational civil liability with a reputable insurance company to cover loss or harm of any kind that their employees and/or hardware and software might sustain or cause in relation to the performance of the Contract.

ARTICLE 19: DISPUTES

This contract is governed by French law.

In the event of disputes relating to the validity, interpretation or performance of this Contract, the parties will do their utmost to find an amicable solution.

If no amicable solution can be found within a period of 15 days from the notification of the dispute by registered letter with acknowledgement of receipt by one party to the other, the dispute can be referred to the courts of the Nanterre district, which have sole jurisdiction in this regard.

APPENDIX 1 **Use of French Courses**

Some Partners wish to benefit from the "French Courses" that form part of the Content offered by FMM under these General Terms & Conditions and are provided by FMM as part of its activity. The purpose of this Appendix is therefore to describe the special terms & conditions under which Partners who wish to benefit may use these "French Courses". It is made explicit that the French Courses are intended only for foreign Partners with no authorization to broadcast over French territory served by the CSA. French partners, and specifically Category-A local radio stations, are consequently expressly excluded from this authorization, in accordance with Article 3 of the General Terms & Conditions.

Article 1: Purpose of Appendix 1

The purpose of this Appendix is to supplement the provisions in the General Terms & Conditions, by defining more precisely the terms and conditions under which the "French Courses" may be used, and those under which FMM provides them to Partners who wish to broadcast them as part of their own schedule or from their dedicated Web sites.

The Partner publishes the radio service as described in the Special Terms & Conditions that the Partner is required to add, as defined in the conditions defined in the Preamble to the General Terms & Conditions.

Article 2: Intellectual property

The French Course comprises several episodes making up a series. Each episode in the series is indissociable from the other episodes. The French Course must therefore be broadcast in its entirety, at the broadcasting frequency indicated by RFI. The Partner is therefore authorized to use the French Course only in the context of a series, under the terms and conditions set out below.

It is made explicit that the French Course must be reproduced and presented in full, with no modifications, cuts, additions, superimpositions, alterations, reductions or insertions.

In this context, FMM authorizes the Partner to use the French Course on a non-exclusive basis, over the Territory stipulated in the Special Terms and Conditions, for a period of one year from the date the Partner downloads the French Course from the Programme Bank.

FMM thus assigns to the Partner, free of charge, the following exploitation rights:

- the right for the Partner to include the French Course in its schedule, with the intention of broadcasting it over its radio network or from its Web site, accessible at the address given in the Special Terms & Conditions;
- the right to present the French Course with the aim of broadcasting it over its radio network, and more generally the right to communicate the French Course to the on-line public from its Web site;
- the right to reproduce the French Course in order to broadcast it over its radio network and from its Web site.

These exploitation rights are assigned to the Partner free of charge and non-exclusively, for the Territory and period defined above.

FMM will hold the Partner harmless from any proceedings, actions or claims from third parties in this regard.

In addition, the Partner undertakes to take responsibility for all the necessary declarations to the appropriate collecting societies for the use that it makes of the French Courses under the terms of this document. FMM must authorize separately in advance any other use not provided in this document.

In this regard, the Partner shall hold FMM harmless from any proceedings, actions or claims from third parties, and any costs and expenses (including any reasonable legal costs).

The Partner may not grant a third party any sub-licence to use the French Course. All other rights and authorizations not provided in this document are specifically excluded.

It is made explicit that the Partner is given no rights other than those expressly provided in this document. FMM retains full ownership of the tangible and intangible rights to the French Course, and the Partner may not therefore invoke any intellectual property or other right.

It is made explicit that FMM reserves the right to ask the Partner to suspend, and thus immediately to stop broadcasting, the French Course over its network and from its Web site, if FMM considers that the Partner is using the Course in a way that does not comply with the provisions in this document and/or that damages the rights of FMM and/or those of a third party.

Article 3: Means used by FMM to supply the French Course

FMM supplies the Partner free of charge with everything it needs to broadcast the French Course, and the Partner undertakes systematically to employ what it receives when broadcasting the Course.

FMM makes the material available to the Partner via the Programme Bank, under the terms and conditions provided in Article 8.2 of the General Terms & Conditions.

The material will be available via the Programme Bank from the time the Contract is signed.

Article 4: Undertakings by the Partner

The Partner undertakes systematically to quote the following when broadcasting the French Course over its network: "A French course devised and produced by Radio France Internationale (RFI)".

In addition, the Partner also undertakes to show on any written and/or visual material presenting the French Course, the name(s) of the actors concerned. FMM will send it the names before the broadcast (Original texts; Adaptation/translation; Original music; © RFI).

The Partner undertakes to show the same information on the page of its Web site from which the French Course will be broadcast. It also undertakes to install a click-on link on the page (click-on RFI Savoirs logo) directing surfers to the RFI Savoirs web page from which the French Course is accessible.

The Partner also undertakes to make all the declarations for the rights relating to its own use of the Course, in compliance with the provisions in Article 2 of this document.

Article 5: Use of trademarks

Under the provisions in Article 9 of the General Terms & Conditions, FMM and the Partner each authorize the other to use its brand names and/or logos, non-exclusively and only in the context of this document and for the term of the Contract. This authorization extends under the same Terms & Conditions to the Partner's use of the RFI Savoirs brand.

It is made explicit that their brand names and/or logos remain the exclusive property of each Party.

Article 8: Contacts

France Médias Monde - RFI - French language service

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France
Tel: +33 01 84 22 73 84
email: lidwien.van-dixhoorn@rfi.fr

Article 9: Miscellaneous

All the provisions in the General Terms & Conditions apply to and may be invoked against the Partner, who undertakes to comply with them.