

CORPORATE SOCIAL RESPONSIBILITY (CSR) SPONSORSHIP AGREEMENT

Project OLMS — Founding Angel

Courtesy translation of the Italian original. In case of discrepancy, the Italian version prevails.

Between

Francesco Nano, sole proprietor of the business “OLMS di Nano Francesco”, tax code NNAFNC82H09L424V, VAT no. 01293330310, with registered office at Via Giuseppe Bugatto 2 A, 34077 Ronchi dei Legionari (GO), Italy, tel. +39 3336480527, email effenano@gmail.com, project website <https://openlivemixingsystem.org/> (“the Beneficiary”)

and

Company / association / organization name: _____, with registered office at _____, VAT no. / tax code _____, email _____, represented by (full name) _____, in the capacity of (role) _____ (“the Sponsor” or “Founding Angel”)

Recitals

- the Beneficiary develops “OLMS”, an open-source audio mixing software distributed under the GPL3 license, with the goal of making professional audio mixing tools accessible to parties that traditionally cannot afford them — small venues, independent bands, music schools, cultural centers, non-profit organizations;
- the project pursues a social and educational purpose, tied to the democratization of access to professional audio technology and to the promotion of free software;
- the start screen of the software hosts a grid of 100 positions, finite and unchangeable, as a guarantee of the value of the recognition for the sponsors; the logos in the grid also constitute a historical seal of what happened at the origin of the project;
- the Sponsor, within the scope of its Corporate Social Responsibility (CSR) policies or its institutional purposes, intends to financially support the development of the project, recognizing its social, cultural and educational value, regardless of direct or measurable commercial returns;
- the parties agree that this agreement is not a commercial advertising contract in the strict sense, but a value-based sponsorship, with public recognition of the support received as set out in Art. 2.

having said the above, the parties agree as follows:

Art. 1 — Subject matter and grid

This agreement governs the CSR support provided by the Sponsor to the open-source project “OLMS”, through the purchase of recognition positions (“slots”) within the start screen of the software, organized as a coordinate grid.

The grid consists of 100 (one hundred) slots in total (10 × 10, from A1 to J10), a finite, fixed and unchangeable number. The grid can be viewed on the project's official page: <https://openlivemixingsystem.org/>

The Sponsor supports the project by acquiring the following slots (indicate the grid coordinates, e.g. A1, A2, B1):

_____, for a total of _____ slots, with an overall contribution of € _____ (in words: _____), determined on the basis of the price list in force on the date the agreement is concluded (Art. 15).

Art. 2 — Recognition granted to the Sponsor

In return for the support under Art. 1, the Beneficiary publicly recognizes the Sponsor as follows:

- a) display of the Sponsor's logo on the start screen (splash page) of the software, which is the first screen visible to the user when the system is switched on, before the mixer opens, and in the settings section of the mixer, in correspondence with the supported slots, for the entire duration set out in Art. 10, as permanent recognition and not as recurring advertising;
- b) link from the logo to an information card containing the name, description and link to the Sponsor's website; the description text is provided by the Sponsor, without length limits, and may be laid out by the Beneficiary;
- c) mention of the Sponsor on the project's public supporters page (repository / website);
- d) in case of several contiguous slots, placement of the logo on a single unified area corresponding to the supported slots, with priority in choosing the position in the grid according to the order of subscription under Art. 15.

This agreement does not grant the Sponsor any exclusivity for a product category, unless otherwise agreed in an attached written agreement.

Art. 3 — Immutability of the grid

From the conclusion of this agreement and for the entire duration set out in Art. 10, the Beneficiary undertakes to:

- a) keep the grid at 100 (one hundred) slots, a finite, unchangeable and non-modifiable number: no additional slots will ever be created, and the grid will not be enlarged, reduced or redesigned;
- b) not modify, replace, remove, move, resize or reduce the visibility of the logos present in the grid, either on the splash page or in the mixer settings.

The following do not constitute a modification of the grid: (i) the assignment of still-free slots to new sponsors, including online updates of the list; (ii) the update of the logo at the Sponsor's request under Art. 4; (iii) the refusal, removal or replacement of a logo under Art. 6; (iv) changes required by law or by an order of an authority.

The undertaking applies to the official versions distributed by the Beneficiary. The freedom of third parties to modify and redistribute the software under the GPL3 license remains unaffected, and the Beneficiary is not liable for such versions.

Art. 4 — Permanence of the recognition, logo changes and prohibition of assignment

4.1 The recognition is permanent and definitive. The logo cannot be removed at the Sponsor's request, because the logos in the grid also constitute a historical seal of the project. The logo remains visible even in the event of the Sponsor's cessation of business, liquidation, bankruptcy or other insolvency proceedings, without any right to a refund.

4.2 The Sponsor may request in writing a change to its logo only in case of genuine necessity (for example a change of name or trademark, merger, business transfer, legal requirement). The change cannot be used to replace the Sponsor with a different party. The Beneficiary will include the updated logo in the versions of the software released after the request, within a reasonable time.

4.3 Whoever has already downloaded or installed the software will not see the updated logo until they download or update it again: copies already in circulation may continue to show the previous logo, and the Beneficiary is not responsible for them.

4.4 The slots, the recognition and this agreement may not be assigned, sold, sub-licensed or transferred to third parties, except in the case of universal succession of the Sponsor (for example by merger), to be notified in writing to the Beneficiary.

Art. 5 — Ownership of the logo and Sponsor's representations

The Sponsor represents and warrants that:

a) the signatory has the power to bind the Sponsor and is entitled to decide on the use of the logo;

b) the Sponsor owns all rights in the logo, in the trademarks it contains and in the texts provided, or holds a license with the right to grant their use, and has every authorization necessary for their publication;

c) the logo, texts and links do not infringe third-party rights or any law;

d) it acts in the course of its business, professional or association activity and not as a consumer.

The Sponsor authorizes the Beneficiary to reproduce, distribute and display the logo and the texts provided within the software, the repository and the project website, including in copies redistributed by third parties under the GPL3 license, for the entire duration set out in Art. 10. The authorization does not entail any transfer of rights in the Sponsor's trademarks. The Beneficiary will make no use of the Sponsor's logo and texts other than as provided in this agreement, unless otherwise agreed in writing between the parties.

The Sponsor shall hold the Beneficiary harmless from any claim, damage or expense arising from third-party claims relating to the logo, texts or links provided.

Art. 6 — Admissible content, refusal and removal of the logo

6.1 The Beneficiary may refuse before publication, or remove or replace after publication, a logo, text or link that, in its reasonable judgment, is unlawful, offensive, discriminatory, violent, misleading, infringing third-party rights, dangerous for users, or harmful to the image or values of the project. The Beneficiary may also deactivate the information card or the link if the destination site becomes such.

6.2 If the logo is refused before publication, the Sponsor may provide a replacement within 10 (ten) days of the notice. If it fails to do so, or if the replacement logo is also refused, the Beneficiary may terminate the agreement and refund what has already been paid, excluding the deposit referred to in Art. 7.3, which is non-refundable.

6.3 If removal occurs after publication for reasons attributable to the Sponsor, no refund is due and the slot becomes available again for a new assignment.

Art. 7 — Contribution and payment terms

7.1 The overall contribution is the one indicated in Art. 1 and is determined on the basis of the price list in force on the date the agreement is concluded: subsequent changes to the price list do not affect the contribution already agreed.

7.2 The contribution is all-inclusive. The Beneficiary operates under the Italian flat-rate regime (regime forfettario — Article 1, paragraphs 54-89, Law no. 190/2014): the invoice is issued without VAT and without withholding tax, and no surcharge is due, even if the Sponsor is established abroad. Any taxes, withholdings or fees applicable in the Sponsor's country or related to the bank transfer are borne by the Sponsor, so that the Beneficiary receives the full amount.

7.3 The contribution is paid by bank transfer, to the bank details provided by the Beneficiary, as follows:

- deposit equal to 30% of the contribution, with a minimum of €200, to be paid together with the submission of the signed agreement;
- balance within 30 (thirty) days of the conclusion of the agreement.

The Beneficiary issues an invoice for each payment. The deposit is non-refundable and remains definitively acquired by the Beneficiary in any case of withdrawal or termination of the agreement, except in the event of the Beneficiary's breach.

7.4 If the balance is not paid by the agreed deadline, the Beneficiary reserves the right not to publish the logo until payment is made, without this constituting a breach by the Beneficiary.

Art. 8 — Materials provided by the Sponsor

The Sponsor undertakes to provide, within 15 (fifteen) days of the conclusion of the agreement: logo in vector format (SVG or AI) or high-resolution PNG with transparent background, descriptive text for the information card (of unlimited length), destination URL of the link. The materials must be sent to the Beneficiary's email indicated in Art. 14.

In the absence of such materials by the stated deadline, the Beneficiary is not responsible for delays in publication.

Art. 9 — Nature of the support and no guarantee of results

The Sponsor acknowledges that the support granted is a contribution to the development of an open-source project with a social purpose, provided on a “best effort” basis by the Beneficiary, without any guarantee of development timelines, release of specific features, or completion of the project according to a binding roadmap. The Beneficiary also does not guarantee the number of installations, launches, users or views of the logo. This agreement is not the purchase of a product or service with guaranteed specifications, nor does it create any expectation of measurable commercial return for the Sponsor.

Art. 10 — Duration and interruption of the project

The supported slots have visibility for an indefinite period within the versions of the software released by the Beneficiary.

If the Beneficiary releases no software update for a continuous period of 12 (twelve) months, the project is considered discontinued. In that case:

- a) no refund, not even partial, is due to the Sponsor, since the recognition under Art. 2 has already been fully granted upon publication of the logo;
- b) the Sponsor's logo remains visible in the last released version of the software available to the public, and cited in the project's public repository, as permanent recognition of the support received, consistent with the value-based and not strictly reciprocal nature of this agreement.

Art. 11 — Communication of the CSR sponsorship relationship

The Sponsor may publicly communicate, on its own channels and in its sustainability/CSR reporting, its support of the project (e.g. "We support OLMS, an open-source initiative for the democratization of professional audio tools"), respecting the image and the open-source nature of the project itself.

Art. 12 — No decision-making rights

The support granted does not give the Sponsor any right to vote, veto or influence decisions regarding development, roadmap, software licenses or management of the project, regardless of the amount contributed. This principle is consistent with the CSR nature of the support, oriented to the social value of the project and not to its commercial control.

Art. 13 — Withdrawal

The Sponsor has the right to withdraw from this agreement within 14 (fourteen) days of the conclusion of the agreement (Art. 15), by written notice to the Beneficiary, with the right to a refund of what has been paid, excluding the deposit referred to in Art. 7.3, which is non-refundable, provided that the logo has not yet been published in the distributed version of the software.

Art. 14 — Entire agreement and communications

14.1 This agreement constitutes the entire agreement between the parties and supersedes any prior understanding or communication. The project's informational and promotional material (web pages, presentations, messages) is for illustrative purposes and creates no obligations beyond those of this agreement; any additional conditions (for example

conditions for add-ons in a future marketplace) require a separate written agreement. Any amendment to this agreement must be made in writing.

14.2 Communications between the parties take place by email: for the Beneficiary at effenano@gmail.com (tel. +39 3336480527); for the Sponsor at the address indicated in the heading.

Art. 15 — Signature and conclusion of the agreement

15.1 The agreement is made available by the Beneficiary in downloadable format. The Sponsor downloads it, prints it, signs it and sends it back to the Beneficiary, as a scanned copy, to the email indicated in Art. 14, together with the receipt of the deposit payment.

15.2 The agreement is concluded, and the slots are assigned to the Sponsor, when the Beneficiary receives both the signed copy and the deposit. For the purposes of the order of subscription and of the priority in choosing the position (Art. 2, letter d), the moment at which both are received is decisive.

15.3 The Beneficiary returns to the Sponsor a countersigned copy of the agreement.

Art. 16 — Governing law and jurisdiction

This agreement is governed by Italian law. The Court of Gorizia has exclusive jurisdiction over any dispute.

Place and date: _____

The Beneficiary (Francesco Nano) _____

The Sponsor (name and role of the signatory) _____

Specific approval under Articles 1341 and 1342 of the Italian Civil Code. The Sponsor declares that it has read and specifically approves the following clauses: Art. 4 (permanence of the recognition, logo changes and prohibition of assignment), Art. 5 (representations and indemnity), Art. 6 (refusal and removal of the logo), Art. 7 (contribution and payment terms), Art. 9 (no guarantee of results), Art. 10 (interruption of the project and no refund), Art. 12 (no decision-making rights), Art. 13 (withdrawal), Art. 14 (entire agreement), Art. 16 (governing law and jurisdiction).

The Sponsor _____