

Producer Pact – July 2014

Special Terms and Conditions Governing the Relationship between RADIONOMY and Radio Producers.

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### Preamble

The purpose of the present Special Terms and Conditions (the "Special Terms and Conditions for Radio Producers" hereinafter referred to as the "Producer Pact") is to govern the relationship between RADIONOMY,

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Bld International 55  
Bâtiment K  
1070 Brussels  
Belgium

(Registered under number BE 892 300 624) and its Radio Producer Members (here in after referred to as the "Radio Producers") with regards to using <http://www.RADIONOMY.com> (hereinafter referred to as the "Site").

In order to sign the Pact, you must first register as a Member. (If you are not yet a Member, please register as a Member). All reciprocal commitments between Members and RADIONOMY apply with Radio Producers (unless specifically waived in the Producer Pact supplementing the General Terms and Conditions accepted by Members).

The General Terms and Conditions are available here:

<http://www.RADIONOMY.com/fr/static/cgu>.

Before using the Site and in order to register as a Radio Producer, Members must carefully read the Producer Pact and formally approve it, since it shall constitute the contract between Radio Producers and RADIONOMY.

## 1. Definitions

In the present Pact, the following terms shall be defined as follows:

**Radio Producer:** any Member having signed the Producer Pact providing access to creating a web radio.

**Upload:** The inverse of download. The act, by a Radio Producer, of sending a file from his hard disk to RADIONOMY's platform (servers).

**Stream:** A Radio "stream" is the stream published by RADIONOMY and broadcast through its servers. It is available on our site in two formats: either m3u, which may be listened to on external players, or included in flash players provided to users.

**Content:** All Member content. In particular information, data, text, sounds, messages, photographs, videos, songs, jingles, audio sequences, images, and other folders created and placed online by Members and constituting original work by Members (as defined by Copyright Law) and for which members originate the rights, which they hold, solely, in full.

## 2. Collaboration Principles

RADIONOMY allows anyone to create their own Radio Station on the Internet. Easily, by drawing on the music libraries, jingles, and content provided by RADIONOMY; by integrating their musical creations or songs from Members' personal libraries or their own audio content, sequences, reports, and podcasts.

RADIONOMY hosts and broadcasts the Radio Stations created on its platform and covers all costs including royalties. RADIONOMY is financed by moderately broadcasting advertising on the Radio Stations.

## 3. Radio Producer Registration

Only validly registered Members may become Radio Producers by accepting the rights and

obligations in the Producer Pact. This Producer Pact must be accepted at the time when Members register on the RADIONOMY site in order to become Radio Producers.

#### **4. Radio Station Creation - Radio Station Name and Page**

Radio Producers must set up a personal page on RADIONOMY's site including the Radio Station name, an image or logo representing it, a presentation text, and the associated tags. Radio Producers may only use images, content, and logos if they own all intellectual property rights regarding said works. They must also comply with image rights by only using people who have formally provided their permission to be portrayed in the image. Radio Producers shall provide RADIONOMY, upon first request, proof of ownership regarding the rights to their images and logos. Radio Producers shall not give their Radio Stations names that could infringe upon the rights of third parties in any manner whatsoever and on any basis whatsoever. (In particular, using last names, pseudonyms, or brands belonging to others, or works protected by copyright and/or related rights).

In cases of non-compliance with the present clause, RADIONOMY may, immediately and without notice or compensation, suspend or terminate the Member's access and refuse access, temporarily or definitively, to all or part of the Services, and remove the Radio Station from the list of RADIONOMY Radio Stations.

#### **5. Using the Radio Manager**

In order to create a Radio Station, Radio Producers must connect to the online Radio Manager. Radio Producers shall comply with the technical constraints regarding using the Radio Manager. This information and the instructions regarding the technical constraints shall be provided and updated on the RADIONOMY website and in the Help section on RADIONOMY's board at board.RADIONOMY.com The minimum configuration Radio Producers must have is a computer (Linux / OSX / Windows) and an Internet connection (minimum 256 kbps bandwidth highly recommended, high bandwidth recommended), as the Planner is used online. An HTML5 compatible browser is required. Chrome is the recommended browser, as the "Mix Pointers" option is only available using this browser.

The Radio Manager may change at any time. Its features, functionalities, or aspects may be maintained, transformed, or removed by RADIONOMY at its sole discretion and without notice. Under no circumstances shall Radio Producers claim any rights to maintaining a feature or functionality in the Radio Planner.

#### **6. Using Songs and Audio Content Offered in RADIONOMY's Libraries**

RADIONOMY offers libraries comprised of songs, jingles, and audio content available for Radio Producers to compose their programs. These songs, jingles, and content may not be downloaded. They may only be listened to while streaming.

##### **Songs**

RADIONOMY allows Radio Producers to include the songs listed in the Radio Planner in their musical programming. These songs have been acquired legally and each broadcast involves royalty payments to the relevant copyright holders.

## Podcasts

RADIONOMY allows Radio Producers to include the audio sequences listed in the Radio Planner in their musical programming. This content has been created or acquired by RADIONOMY who holds the necessary rights and authorizations for reproducing and communicating them to the public on the Site with regards to copyright and related rights.

## 7. Using the Audio Content Generated by Radio Producers

Radio Producers may upload 3 kinds of audio elements:

- music (songs)
- jingles
- audio content such as podcasts/promotions/presentations

### Music Upload

Radio Producers agree to only upload songs for which they have legally acquired the media (purchased CD or MP3 file from a site respecting copyright). Should any titles uploaded by a Radio Producer be found to have been acquired counter to copyright, such Radio Producer shall be held liable and not RADIONOMY under any circumstances.

When uploading songs, the following mandatory information is requested: the artist's name and song title. RADIONOMY reserves the right, based on rights holders' requests, to request additional information. Radio Producers shall provide such information correctly, exactly, and in full. Radio Producers shall comply with the technical specifications requested by RADIONOMY. RADIONOMY shall be specifically bound to Radio Producers to never use the songs they upload for any other purposes than those specifically necessary for broadcasting their own Radio Station. Any uploaded songs shall only be accessible to the Radio Producer who uploaded them. RADIONOMY shall destroy/erase, without undue delay, the uploaded songs upon simple request, in writing, from the Producer, or if a Member's Radio Producer account is deactivated by RADIONOMY. Moreover, they must comply with the general music title broadcasting rules determined by the IFPI. In these 2 cases, RADIONOMY shall definitively delete all Radio Station data on its servers. The data shall be definitively lost and may not be restored.

### Jingle Upload

By uploading a jingle, Radio Producers grant RADIONOMY the authorization to broadcast it. Radio Producers shall contractually guarantee RADIONOMY that they hold, for the jingles they upload, all rights and authorizations required for reproducing and communicating to the public on the Site with regards to copyright, related rights, intellectual property rights, image rights, and more generally shall hold RADIONOMY harmless against any proceedings undertaken by third parties. Radio Producers shall not upload any illegal jingles, composed from existing music without express permission from the rights holders, or prejudicial to third parties. Radio Producers shall comply with the technical specifications requested by RADIONOMY.

### Audio Content (Podcast/Promotion/Presentation) Uploads

By uploading audio content (podcast/promotion/speech), Radio Producers grant RADIONOMY the authorization to broadcast it. Radio Producers shall contractually guarantee RADIONOMY that they hold, for the audio content they upload, all rights and authorizations required for reproducing and communicating it to the public on the Site with regards to copyright, related rights, intellectual property rights, image rights, and more generally shall hold RADIONOMY harmless against any proceedings undertaken by third parties. Radio Producers shall not upload any illegal content composed from existing content without express permission from rights

holders or prejudicial to third parties. Radio Producers shall comply with the technical specifications requested by RADIONOMY.

For all element types combined, Radio Producers have limited space on RADIONOMY's servers for uploading audio elements:

- o During the 3-month initiation period following the Radio Station's activation (by sending the initial Radio Station schedule), Radio Producers shall have the space necessary for 1000 audio items, for all types combined.

- o Starting with the 4th month following activation, the space allocated to Radio Producers for uploading audio elements shall be the space necessary for 3000 audio items, all types combined. This space is allocated to Radio Producers.

**Warning:** in both cases mentioned hereinabove, the limit on the number of uploaded items refers to the "net" number of elements uploaded, i.e. songs that have been deleted by the Radio Producer are removed from the total of uploaded elements since the Radio was activated. RADIONOMY expressly reserves the right to remove from its Site and storage servers any content (song or jingle or content sequence) that has not been included in a Radio Station schedule for more than 180 days. RADIONOMY expressly reserves the right to not broadcast or to remove from its Site any illegal content, or any content that it may reasonably deem or which it has learned from a visitor or third party that it constitutes a violation of third party rights, as soon as RADIONOMY learns of such suspected third party rights violation, immediately and without prior notice to the Radio Producer who uploaded the content in question and without being required to provide proof of any illegality or third party rights violation.

RADIONOMY reserves the right to inform any relevant Radio Producer, after the fact, regarding content deletions and to take all appropriate steps to avoid repetition including temporarily or definitively prohibiting them from using the Site or all or part of the services offered. With regards to illegal or prejudicial content, RADIONOMY may, without warning, take all necessary and suitable steps, including informing competent legal bodies or other monitoring bodies.

## 8. Stream

Radio Producers shall refrain from relaying, copying, or transmitting a RADIONOMY stream in any manner whatsoever without RADIONOMY's prior express agreement. The act of relaying a RADIONOMY Radio Station could lead to the removal, pure and simple, of the Radio Station without notice.

## 9. Schedule Creation

Once a web radio has been created, the Producer must generate a schedule periodically for a maximum duration of thirty (30) days, after which it must be generated again for a new period. Radio Producers shall always generate their Radio Station schedules within the required deadlines, failing which, RADIONOMY reserves the right to remove the Radio Station.

## 10. Listening to Radio Stations

Radio Producers shall develop Radio Station audiences as much as possible, for example by listing their Radio Station in online directories, by importing one of RADIONOMY's players on

their websites/blogs, the environments where it is present, and for which RADIONOMY has developed a specific Player (Facebook, Netvibes, widgets...), and generally by publicizing their Radio Station to the greatest number of people.

## **11. Third party directories**

If the Programming reaches an average audience of more than 130 hours/day, Radionomy shall list the Programming in third party directories.

## **12. Radio Station Deregistration and Deactivation**

All RADIONOMY members may deregister from the platform on their personal account administration page: "My Account" then in the "Delete" tab. All Radio Producer members may request the deactivation of their Radio Station from the "Settings" tab in the Radio Manager. RADIONOMY shall deactivate the Radio Station and remove all Radio Station data from the servers (including songs uploaded by the user). Such data shall be definitively lost and may not be recovered. If the Radio Producer has listed his Radio Station on external sites, it is the Producers' responsibility to have it unlisted.

## **13. Audience Minimums**

The rules regarding required audience minimums in order to remain on the RADIONOMY platform have been revised and have been applicable since July 2014. RADIONOMY counts the total number of hours broadcast for each Radio from midnight to midnight. Each minute broadcast is taken into account. RADIONOMY calculates the average hours broadcast per day for the last 30 days. This data determines whether the audience minimum has been reached or not. In order to mitigate any technical issues that may momentarily disrupt broadcasting, RADIONOMY, adds a fixed 1% to the average broadcast hours for each Radio station.

### 13.1. Minimum audience:

If three (3) months after the activation of the Programming's retransmission by Radionomy, the Programming has not reached an average audience of 12 hours/day, RADIONOMY shall deactivate the Radio Station and remove all Radio Station data from the servers (including songs uploaded by the user). Such data shall be definitively lost and may not be recovered.

If nine (9) months after the activation of the Programming's retransmission by Radionomy, the Programming has not reached an average audience of 130 hours /day, RADIONOMY shall deactivate the Radio Station and remove all Radio Station data from the servers (including songs uploaded by the user). Such data shall be definitively lost and may not be recovered.

This average daily audience shall be checked four times a year, over a period of thirty (30) random days, according to the following schedule:

- **March 1st to 30th**
- **June 1st to 30th**
- **September 1st to 30th**
- **December 1st to 30th**

## **Radio Station Age Threshold Required Minimum Audience**

-> 3 months > 12h / day

-> 9 months > 130h / day

## 13.2. Summary of RADIONOMY's Radio Station Audience Calculation

Every day, RADIONOMY counts the total number of broadcast hours from midnight to midnight. Each broadcast minute is taken into account, subject to the listener disconnecting before midnight. For listeners disconnecting after midnight, their audience duration is included in the statistics for the day they disconnect. RADIONOMY calculates the average hours broadcast per day for thirty (30) days. RADIONOMY makes all due effort to ensure broadcasting is not disrupted. In order to mitigate technical issues that may momentarily disrupt broadcasting, RADIONOMY adds a fixed 1% to the average hours broadcast.

## **14. Sending News**

Radio Producers have supplementary communications resources in addition to the Radio Station audio space. They may draft news, illustrated or not with pictograms, that will appear on the Radio Station's public profile page on RADIONOMY's web site. Radio Producers may only use images such as pictograms or illustrations, content, and logos if they own all intellectual property rights regarding said works. They must also comply with image rights by only using images of people who have formally provided their permission to be portrayed in the image. Radio Producers shall provide RADIONOMY, upon first request, proof of ownership regarding the rights to pictograms or illustrations. Radio Producers shall scrupulously ensure they comply with the behavioural rules specified hereinabove when using this functionality.

## **15. RADIONOMY's Exclusivity Regarding Broadcasting Advertising**

RADIONOMY is financed by broadcasting advertising on the Radio Stations. The broadcasting method may be "In stream" (insertion in the Radio Station programming) or "Preroll" (advertising before connection to the Radio Station). RADIONOMY reserves exclusive rights for broadcasting national, international, and multi-regional advertising. Producers may insert strictly local advertising in their Radio Stations for a maximum of 2 minutes per hour in the same screen. For this type of advertising, RADIONOMY shall not be held liable and only the Radio Station Producer shall be held liable for any legal action or complaints. Programming shall be in a specific bin defined by the Radio Manager. Any abuse, broadcasting national, international, or multi-regional advertising shall be justification for immediate exclusion from the platform and the producers shall be held personally liable for the royalties to be paid in all countries covered by RADIONOMY for the current year. RADIONOMY may immediately invoice the producers for the royalties to be paid for the current year. In certain specific cases, Radio Producers may receive income from broadcasting their Radio Station. The details regarding this income program are included in Appendix 1.

## **16. Terms of Use for the Adionomy Advertising Order and, Broadcasting Service**

Adionomy is the exclusive service for ordering and broadcasting commercial advertising campaigns on Radio Stations hosted by RADIONOMY. Except for local advertising, no commercial advertising may be broadcast outside the Adionomy service. If a Producer breaches this rule, the Radio Station may be definitively deactivated after a warning e-mail is sent.

False Audience Generation Radio Producers shall refrain from using alternative audience

generation methods, of which listeners are unaware (for example by using a Player in mute mode or preventing using the Stop function) or technical means (such as Bots) generating listeners that are not real. All other means shall also be sanctioned immediately. Periodic checks shall be conducted by RADIONOMY. Should an infringement be recorded, the Producer shall be notified to cease such actions within 48 hours. In case of non-compliance and/or a new infraction being recorded, the Radio Station shall be definitively deactivated by RADIONOMY. Non-compliance with Adionomy's Terms of Use and Sanctions Non-compliance with Adionomy's terms may lead to the Radio Station's immediate deactivation following e-mail notification to the Producer.

## 17. Behavior

Should a Radio Producer adopt one of the behaviors listed below, RADIONOMY reserves the right, without prior notice, to temporarily or definitively block the Radio Station's broadcast, without prejudice to any other recourse or legal proceedings against him. Radio Producers shall REFRAIN FROM, among other things:

- Providing false, vague, fanciful, or partial information during registration;
  - Using names/aliases that could infringe upon third-party rights (particularly using a last name, alias, brand, or trade name of another person, or works protected by copyright and/or related rights);
  - Naming a Radio Station so as to infringe upon third-party rights (particularly using a last name, alias, brand, or trade name of another person, or works protected by copyright and/or related rights) in any manner whatsoever and on any basis whatsoever;
  - Using user names considered offensive by RADIONOMY; - for minors, becoming a Radio Producer without parental approval;
- Accessing or attempting to access another Member's account;
- Providing information linking to other sites (whether by creating hypertext links or by simply providing information) whose content may contravene any applicable law or regulation and particularly that may infringe upon the rights of people and property, and/or intellectual property rights;
  - Infringing, in any way whatsoever, upon either RADIONOMY's, its subsidiaries', and/or parent company's image or reputation, as well as those of said companies' manager and/or employees;
  - Disseminating or propagating false rumors such as 'hoax mail' or other unsolicited e-mail phenomena such as, for example: 'junk mail', 'chainmail', 'collateral spam' (or other similar transmission);
  - Using the space offered or any other Service for promotional purposes;
  - Collecting, storing, and disseminating personal data regarding other Members or third parties;
  - Transmitting any unsolicited or unauthorized promotional messages (i.e. spam);
  - Transmitting any messages containing computer viruses or other code, folder, or program designed to interrupt, modify, destroy, or limit the functionality of any software, computer, information system, or telecommunications tool on the Site;
  - Transmitting messages inciting or permitting any acts of computer piracy or overcoming technical protection schemes or information regarding intellectual property rights;
  - Hindering or disrupting the Services, servers, and networks connected to the Site;
  - Refusing to comply with the required conditions, procedures, general rules, and regulatory provisions applicable to networks connected to the Site;
  - Conducting any attack on the information systems implemented to provide the Services, including any intrusion or attempted intrusion;
  - Transmitting any information without authorization or violating a legislative, regulatory, or contractual prohibition (particularly but not exhaustively: privileged or confidential information

- collected or divulged pursuant to an employment contract or a confidentiality agreement);
- Committing acts of unfair competition and in particular operating or more generally using the Site's content outside the bounds of personal use as defined by law and jurisprudence;
  - Transmitting any information whose content may infringe upon a patent, registered trademark, registered drawing or model, manufacturing secret, intellectual property right, or any other property right belonging to a third party;
  - Transmitting any Content of which the Member is not the author as defined by Belgian copyright law or for which the member has not acquired by transfer all intellectual property rights for publishing the Content online on RADIONOMY;
  - Publishing photos online that portray identifiable third parties without obtaining their prior permission;
  - Harassing in any way whatsoever one or more other Members;
  - Violating, intentionally or not, any applicable law or regulation whether local, national, or international as well as the limitations contained in the General Terms and Conditions;
  - Usurping an identity or pretending to be another person or entity, including a RADIONOMY representative;
  - Transmitting any content advocating certain crimes, particularly murder, rape, war crimes, and crimes against humanity;
  - Sending or transmitting any message whose content is illegal, threatening, abusive, constituting harassment, defamatory, vulgar, obscene, threatening to the privacy of a third party, hateful, racist, anti-Semitic, xenophobic, revisionist, or otherwise reprehensible;
  - Transmitting any content that may detract from respect for humanity and dignity, gender equality, and protecting children and adolescents;
  - Transmitting any content that may constitute, non-exhaustively, inciting the commission of crimes and misdemeanors, inciting suicide, inciting using drugs or prohibited substances, inciting attacks, provoking discrimination, hate, or violence with regards to national origins, skin color, gender, sexual orientation, family status, health status, a handicap, morals, political or philosophical opinions, true or supposed membership or non-membership in a given ethnicity, nation, race, or religion;
  - Transmitting any Content that may constitute false news, false rumors, an attack upon the justice system's or legal proceedings' authority, disseminating, outside authorized conditions, polls or simulated votes regarding an election or a referendum, defamation and insults;
  - Transmitting any Content that may constitute a violation of privacy;
  - Transmitting any messages, images, or videos, that are violent, pornographic, or that may seriously damage human dignity, particularly to not: import, transport, export or have exported, transported, or imported for the purposes of exhibition, marketing, and/or distribution any writings, printed materials, images, photographs, films, or other items that are pornographic in nature or circulating them in any way whatsoever;
  - Transmitting any pedophile Content;
  - Harming minors in any manner; - transmitting any content mentioning or inciting cruelty towards animals;
  - More generally, transmitting any content contrary to the law, public order, and good morals.

## 18. RADIONOMY Player (hereinafter the Software) License

### Definitions

"Anomaly" shall be understood as any malfunction in the Software, reported by Radio Producers to RADIONOMY in writing and that RADIONOMY is able to reproduce, taking the form of results that do not comply with the functionalities described in the relevant Documentation applicable on the date the Software is delivered. Anomalies may be qualified by RADIONOMY according to

two levels:

- o “Major Anomaly”: shall be understood as any deterioration in Software performance, functionality, and operability.
- o “Minor Anomaly”: an Anomaly shall be qualified as minor if it is not major and if there is a workaround providing for overcoming the Anomaly and operating the Software in accordance with the Documentation.

“Application Date” shall be understood as the date the Producer Pact comes into force, that is to say the date it is accepted by the Radio Producer.

“Minor Functional Development” shall be understood as a Software sub-version grouping patches for a certain number of Anomalies and including certain minor Software functionality improvements. Defining Minor Functional Developments remains under RADIONOMY’s responsibility.

“License” shall be understood as the set of Software usage rights and the associated Maintenance accepted by the Radio Producer as per the terms and for the duration as specified hereinabove.

“Software” shall be understood as the RADIONOMY Player granted under license to the Radio Producer by RADIONOMY pursuant to the License.

“Maintenance” shall be understood as patches and corrective maintenance services provided by RADIONOMY to the Radio Producers pursuant to the License.

“Patch” shall be understood as the delivery of one or more Software components grouping corrections for one or more Anomalies.

“Software Version” shall be understood as the Software as it is supplied on the Application Date and any successive version thereof. RADIONOMY shall inform Radio Producers of the existing of any new Software Version which will necessarily include major functional developments or modifications and new and substantial specificities.

## **License Scope**

The License shall define the legal terms of the RADIONOMY Player Utilization License (hereinafter the Software) undertaken by the Radio Producer from RADIONOMY.

## **RADIONOMY’s Obligations**

Pursuant to the Contract, RADIONOMY shall:

- a) Provide the Radio Producer an unlimited license to use the Software under the abovementioned terms;
- b) Provide Software Maintenance;
- c) Provide online help;
- d) Help the Radio Producer configure his Software access;
- e) Provide all other intended services professionally, in accordance with industry standards;
- f) Provide hosting for the Radio Producer’s Radio Station in a secure manner.

Radio Producer’s Obligations:

The Radio Producer shall, with regards to RADIONOMY:

- a) The Radio Producer must comply with all applicable laws and regulations, including, non-

exhaustively, laws and regulations regarding intellectual property, advertising, consumer protection, personal data protection, protecting minors, etc. ;

b) The Radio Producer must provide RADIONOMY his full cooperation and provide within the set deadlines (five business days) all required information to ensure complete good faith execution of the Producer Pact;

c) The Radio Producer must take up RADIONOMY's cause if the latter is implicated or involved in legal proceedings undertaken by a third party and alleging a breach by RADIONOMY resulting for the Radio Producer's use of the Software;

## **Software Hosting**

Software hosting shall be organized under RADIONOMY's responsibility. The Radio Stations shall also be hosted by RADIONOMY.

## **Term**

The Contract shall come into force on the Application Date for an indefinite period.

## **Price**

The license shall be granted free of charge.

## **License Grant:**

RADIONOMY hereby grants to the Radio Producer the personal, non-exclusive, non-transferrable right to create one or more Radio Stations and to use the Software under the specified terms.

## **Restrictions:**

The Radio Producer's rights to the Software shall be limited to those expressly granted pursuant to the present Article. RADIONOMY reserves all other rights regarding the Software that are not expressly granted to the Radio Producer by the Contract.

In particular, the Radio Producer shall refrain from:

a) copying or attempting to reproduce the Software;

b) sell, transfer, or grant sub-licenses or distribute in any way whatsoever the Software to third parties, provide access to the Software to third parties, or provide them with Software functionalities;

c) correct, modify, adapt, or translate the Software;

o Software ownership: The Software and all intellectual property rights to the Software shall remain the exclusive property of RADIONOMY.

o Source Code:

The Radio Producer shall not acquire any rights to the Software source code. Intellectual Property Except for the utilization license, RADIONOMY does not grant any intellectual property right to the Radio Producer regarding the Software. All rights, titles, and interests in the intellectual property of the software components developed by RADIONOMY are and shall remain the latter's exclusive property.

## **Technical Support Provided by RADIONOMY**

RADIONOMY shall provide technical support and maintenance as defined in the foregoing article. More particularly, but without limiting the generality of the foregoing, RADIONOMY shall correct, without undue delay, any issue or fault affecting the Software or its correct operation.

## **Software Maintenance**

o Anomaly Reporting:

Radio Producers must report any Anomaly under the "Technical Support" heading on the

RADIONOMY Board at board.RADIONOMY.com with all information describing the circumstances and effects of the Anomaly providing for reproducing the Anomaly by RADIONOMY's teams.

o Corrective Maintenance:

RADIONOMY shall implement the measures described hereinafter in order to attempt to correct each reported Anomaly, subject to Radio Producers providing RADIONOMY with the Anomaly report described hereinabove and the Anomaly being reproducible. With regards to corrective maintenance, RADIONOMY shall analyze the nature and cause of the Anomalies reported by Radio Producers within the timeframes below.

a) For a Major Anomaly, RADIONOMY shall act within five (5) business days from the Anomaly Report by the Radio Producer to RADIONOMY. Such action shall be subject to an Anomaly Resolution Report sent to the Radio Producer within said timeframe.

b) For any Minor Anomaly, RADIONOMY shall act, at the latest, within one (1) month from the Anomaly Report by the Radio Producer to RADIONOMY. Such action shall be subject to an Anomaly Resolution Report sent to the Radio Producer within said timeframe. Any corrections may be in the form of delivering a Patch or a Minor Functional Development.

o Development Maintenance:

With regards to Maintenance, RADIONOMY shall provide Minor Functional Developments for the Software to the Radio Producer free of charge.

o Cooperation Obligation:

Generally speaking, Radio Producers shall cooperate in good faith in order to facilitate RADIONOMY's actions, particularly by communicating all the information required or requested in order to analyze or reproduce reported Anomalies. Radio Producers shall, among other things, cooperate fully with RADIONOMY with regards to resolving the Anomalies they have reported.

## **Liability Limitation**

o Excluded damage:

Unless otherwise expressly provided in the Producer Pact, under no circumstances shall RADIONOMY (including, where appropriate, its subsidiaries and parent company as well as its shareholders, managers, executives, employees, collaborators, and subcontractors) be held liable towards Radio Producers or towards any third party for any indirect, incidental, special, punitive, or exemplary damage including, non-exhaustively, for any loss of profits or other economic loss, indirect or immaterial losses such as, non-exhaustively, missed opportunity, loss, file or data inaccuracy or corruption, commercial prejudice, loss of sales or profits, lost opportunity, resulting from a contractual breach, a criminal fault, or negligence, even if RADIONOMY was informed of the possibility that such damage may occur.

o Liability Limitation:

Except in cases of serious breach on its behalf, RADIONOMY shall not be held liable towards Radio Producers for any breach or damage, direct or indirect, that may result, and Radio Producers shall hold RADIONOMY harmless for any claims, including any warranty claims in the following cases:

o Modifications made to the Software by a person other than RADIONOMY or reporting to the latter;

o Modifications or changes, whether in hardware or software, made to the Software by Radio Producers affecting the Software's correct operation;

o Introducing a computer virus in the Software affecting its correct operation;

o Porting the Software to an incompatible hardware or software environment or one not covered by the Validation;

o Appropriation, modification, loss, or destruction, illegal or unauthorized, in whole or in part of the files, software components, or graphical elements of the Software;

o Loss of opportunity or business income related to operating or not operating or using or not

using the Software or the information included therein or that should be included therein.

## **19. Communications**

All communications between RADIONOMY and the User shall be in electronic format. RADIONOMY shall only communicate with Members by e-mail or by placing certain information online on the Site.

## **20. Force Majeure**

- Definition of Force Majeure:

Shall be deemed Force Majeure all events fulfilling all the conditions hereinafter simultaneously:

- Unpredictable;

- Irresistible;

- Insurmountable;

- Beyond the control of the Party it affects;

- And not due to or provoked by the fault of the Party invoking it;

(Including, in particular, total blockage of the transportation or supply networks, complete shutdown of the telecommunications networks, or difficulties specific to telecommunications networks external to Radio Producers or RADIONOMY, government acts, fire, flooding, epidemic, quarantine, energy crisis, strikes, labor issues, war, terrorist acts, riots, accidents, or shortages. )

- Effects of Force Majeure:

RADIONOMY shall not be held liable with regards to Radio Producers should the execution of its obligations be delayed, restricted, or made impossible due to Force Majeure.

## **21. Stipulation Independence**

Should one of the stipulations in the General Terms and Conditions or the Special Terms and Conditions governing the relationship between RADIONOMY and the Radio Producers be deemed void, illegal, or non-invocable, the validity, legality, or invocability of the remaining stipulations shall not be affected or reduced in any manner whatsoever. In this case, RADIONOMY shall modify the General Terms and Conditions or the Special Terms and Conditions governing the relationship between RADIONOMY and the Radio Producers so that the clause in question is replaced by an equivalent clause.

## **22. No Waiver**

Failure to exercise or a delay in exercising a right or a prerogative that RADIONOMY may hold pursuant to the General Terms and Conditions and the present Special Terms and Conditions governing the relationship between RADIONOMY and the Radio Producers shall not be deemed as waving this right or prerogative.

## **23. Contract Termination**

Members may not transfer their registration and acceptance of the General Terms and Conditions and the Special Terms and Conditions governing the relationship between RADIONOMY and the Radio Producers to a third party.

## **24. Whole Agreement**

The Special Terms and Conditions governing the relationship between RADIONOMY and the Radio Producers represents the whole agreement between RADIONOMY and the Radio Producers with regards to the scope hereof and shall prevail over all anterior or simultaneous contracts and agreements, whether oral or in writing, regarding the same scope.

## 25. Applicable Laws and Competent Jurisdiction

The Contract shall be governed by Belgian law and shall be interpreted in accordance with Belgian law. Any litigation or legal proceedings arising under the Contract, not resolved by mediation or arbitration shall be subject to the exclusive jurisdiction of the Brussels Courts, in French, notwithstanding a plurality of defenders or introduction of third parties.

### Appendix 1: Producer Income Program

RADIONOMY offers an income program for producers using RADIONOMY's tools and broadcasting platform. The principle is based on income for each 1000 hours streamed on RADIONOMY in certain territories and regardless of the number of advertisements on the Radio Station. This means that even in the absence of advertisements, producers may earn income.

Relevant territories:

"Territory" shall be understood as the geographic area in which the stream is broadcast regardless of the producer's nationality

- **United States**
- **France**

The number of calculated hours required to receive income is:

25,000 hours per month in the United States

12,500 hours per month in France

The number of hours per month shall be understood as the total number of hours broadcast from the first day to the last day of each month based on a 30-day month.

The income generated for the producer shall be:

\$2.20 per 1,000 hours streaming for hours streamed to the United States

€1.70 per 1,000 hours streaming for hours streamed to France

In order to receive payment, each producer must provide their PayPal information in their profile. An accounting shall be determined each month and paid to the PayPal account **60 days after closing the month and following the producer's payment request**.

The payment shall be effective when the account has a credit balance of at least €/\$50. This payment program is a test and may be modified at any time without notice.

RADIONOMY shall be not liable for any taxation or labor requirements related to the status of producer. The income so generated must be reported to the authorities in the producer's country of residence if so required.