

Producer Pact – February, 2017

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

Author: RADIONOMY SA

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Preamble

The purpose of the present Special Terms and Conditions (hereinafter referred to as the “Producer Pact”) is to govern the relationship between:

RADIONOMY SA
Boulevard International, 55 K
B-1070 Brussels
Belgium
(registered with the Brussel’s Company Register under the number TVA BE 0892.300.624)

hereafter referred to as “RADIONOMY”;

and its Members who became Radio Station Producers (hereinafter referred to as the “Radio Station Producers”) with regards to the use of the following website: <http://www.radionomy.com> (hereinafter referred to as the “Website”).

In order to sign the Producer 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, contracted under acceptance of the Website General Terms of Use by the Member at its registration, apply in their entirety to Radio Station Producers (unless specifically waived in the Producer Pact).

The Website General Terms of Use are available here:

<http://www.radionomy.com/en/static/disclaimer>

Before to register as a Radio Station Producer, the Member must carefully read the Producer Pact and formally approve it, since it shall constitute the contract between the Radio Station Producer and RADIONOMY.

1. Definitions

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

Member : any person who registered and gave a login (e-mail address) and a password, as well as some additional information, in order to have access to the functionalities reserved for Members;

Radio Station Producer: any Member having signed the Producer Pact providing access to the creation of a Radio Station as from the Website www.radionomy.com.

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

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

Content: All original content originating from the Radio Station Producers. In particular information, data, texts, sounds, messages, photographs, musical creations, jingles, audio sequences, images, and other folders created and placed online by the Radio Station Producers and constituting “original work” of the Radio Station Producers (as defined by Copyright Law) and for which the Radio Station Producers are the original rights holder and

for which they own all the rights solely.

2. Collaboration Principles

RADIONOMY allows the Radio Station Producer to create its own Radio Station on the Internet. Easily, by drawing on libraries some audio contents provided by RADIONOMY and/or by integrating musical pieces, legally acquired, from the personal Radio Station Producer's library or by generating its own Content (notably its musical creations, its audio sequences, its reports and podcasts). RADIONOMY hosts and broadcasts the Radio Stations created on its platform and covers all costs relating to broadcasting rights. RADIONOMY is financed by moderately broadcasting advertising on the Radio Stations.

3. Radio Station Producer Registration

Only a validly registered Member may become a Radio Station Producer by accepting the rights and obligations provided for by the present Producer Pact. The acceptance of the Producer Pact is mandatory and is done at the time a Member registers on the Website RADIONOMY in order to become a Radio Station Producer.

4. Radio Station Creation - Radio Station Name and Page

Radio Station Producers must set up a personal page on the Website RADIONOMY including the Radio Station name, an image or logo representing it, a presentation text, and the associated tags.

Radio Station Producers may only use images or logos and, more generally, Contents if they own all intellectual property rights related to them. They must also comply with image rights by only using people who have formally provided their permission to be portrayed in the image. Radio Station Producers shall provide RADIONOMY, upon first request, proof of ownership regarding the rights to their images and logos. Radio Station Producers shall not give their Radio Station a name 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 an intellectual property right).

A violation of this article by the Radio Station Producer will lead to immediate exclusion of its Radio Station from RADIONOMY's platform, including permanently deletion of all data from the Radio Station on servers, data which will be permanently lost and impossible to restore, without prejudice to any possible damages. In case of violation of this article by the Radio Station Producer RADIONOMY shall also permanently terminate its Member's account as well as the access to all Radionomy's services.

5. (a) Using the Radio Manager Online (RMO)

In order to create and program a Radio Station, Radio Station Producer must connect to the Radio Manager Online through the Website. The Radio Station Producer shall comply with the technical constraints linked to the use of the Radio Manager Online. This information and the instructions regarding the technical constraints shall be provided and updated on the Website and in the section "Documentation" on RADIONOMY's board at <https://board.radionomy.com>.

The minimum configuration the Radio Station Producer must have is a computer (Linux / OSX / Windows) and an Internet connection (minimum 256 kbps bandwidth highly recommended, high bandwidth recommended), as the Radio Manager Online is used online.

An HTML5 compatible browser is required. Chrome or Edge are the recommended browsers, as the "Mix Pointers" option is only available using these browsers.

The Radio Manager Online 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 Station Producers claim any rights to maintain a feature or functionality in the Radio Manager Online.

(b) Live Broadcasts

The Radio Station Producer can also carry out "Live Broadcasts" on the following conditions (i) comply with the general broadcasting rules of musical pieces in force in their country of origin and the detailed programming conditions as referred to in Article 7 hereunder and (ii) mention the metadata related to broadcast musical pieces (name of the artist and the title of the musical piece). The Radio Station Producer guarantees that those metadata are provided consistently and correctly, accurately and completely. RADIONOMY reserves the right, according to the requests of rights holders, to request additional information to the Radio Station Producer.

A violation of this article by the Radio Station Producer will lead to immediate exclusion of its Radio Station from RADIONOMY's platform, including permanent deletion of all data from the Radio Station on servers, data which will be permanently lost and impossible to restore, without prejudice to any possible damages. In case of violation of this article by the Radio Station Producer RADIONOMY shall also permanently terminate its Member's account as well as the access to all Radionomy's services.

6. Use of the audio contents offered in RADIONOMY's Libraries

RADIONOMY offers libraries comprised of jingles and Podcasts available for Radio Station Producers to compose the programs of their Radio Stations. These jingles and Podcasts are not downloadable. When programming, these jingles and Podcasts may only be listened by Radio Station Producers through streaming.

(a) Jingles

RADIONOMY allows Radio Station Producers to include jingles listed in the Radio Manager Online in the musical programs of their Radio Stations. These jingles have been created or acquired legally by RADIONOMY who holds all the rights (copyright and related rights) and thus all the necessary authorizations to reproduce and communicate them to the public on the Website.

(b) Podcasts

RADIONOMY allows Radio Station Producers to include the audio sequences listed in the Radio Manager Online in the musical programs of their Radio Stations. These audio contents has been created or acquired legally by RADIONOMY who holds all the rights (copyright and related rights) and thus all the necessary authorizations to reproduce and communicate them to the public on the Website.

7. Use of the Contents generated by Radio Station Producers

Radio Station Producer may upload 3 kinds of audio elements:

- musical pieces (songs)
- jingles
- audio contents such as podcasts/promotions/presentations

In case any musical piece (songs), jingles or audio contents uploaded on RADIONOMY's Platform by a Radio Station Producer which would be found to have been acquired by this Radio Station Producer in violation of rights of right holders, such Radio Station Producer shall be held liable and not RADIONOMY under any circumstances.

(a) Music Upload and programming conditions

The Radio Station Producer agrees to only upload musical pieces for which they have legally acquired the media (purchased CD or MP3 file from a site respecting copyright). Each broadcast involves royalty payments to the relevant right holders.

Should any musical piece uploaded by a Radio Station Producer be found to have been acquired in violation of rights of right holders, such Radio Station Producer shall be held liable and not RADIONOMY under any circumstances.

When uploading musical pieces, the following mandatory information (metadata) are requested: the artist's name and musical piece's title and the Album name. RADIONOMY reserves the right, based on rights holders' requests, to request additional information to Radio Station Producer. The Radio Station Producer shall provide such information correctly, exactly, and in full. The Radio Station Producer shall comply with the technical specifications requested by RADIONOMY.

RADIONOMY shall be specifically bound to Radio Station Producers to never use the musical pieces they upload for any other purposes than those specifically necessary for broadcasting their own Radio Station. Any uploaded musical piece shall only be accessible to the Radio Station Producer who uploaded them. RADIONOMY shall destroy/erase, without undue delay, the uploaded musical pieces upon simple request, in writing, from the Radio Station Producer or if a Radio Station Producer's account is deactivated by RADIONOMY.

Moreover, the Radio Station Producer must comply with the general musical piece broadcasting rules in force in its country of origin and, in any case, must respect the following programming conditions:

The Radio Station Producer agrees that in its programs:

- no more than 3 musical pieces from the same album may be transmitted to the same listener within a 3 hours period (and no more than 2 of those musical pieces may be transmitted consecutively within a 3 hours period).
- no more than 4 musical pieces by the same featured artist may be transmitted to the same listener within a 3 hours period (and no more than 3 of those musical pieces may be transmitted consecutively within a 3 hours period).

The non-compliance of this article by a Radio Station Producer will lead to immediate exclusion of its Radio Station from RADIONOMY's platform, including permanently deletion of all data from the Radio Station on servers, data which shall be definitively lost and

impossible to restore, without prejudice of any damages. In case of non-compliance of this article by a Radio Station Producer, RADIONOMY shall also permanently terminate its Member's account as well as the access to all Radionomy's services.

(b) Jingle Upload

By uploading a jingle, the Radio Station Producer grants RADIONOMY all the necessary authorizations to broadcast it on the Website.

The Radio Station Producer shall contractually guarantee RADIONOMY that he holds, for the jingles he uploads, all rights and authorizations required for reproducing and communicating to the public on the Website 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. The Radio Station Producer shall not upload any illegal jingles, composed from existing musical piece without express authorization from the rights holders or prejudicial to third parties. The Radio Station Producer shall comply with the technical specifications requested by RADIONOMY.

(c) Audio Contents (Podcast/Promotion/Presentation) Uploads

By uploading audio Contents (podcast/promotion/speech), the Radio Station Producer grants RADIONOMY all the necessary authorizations to broadcast it. The Radio Station Producer shall contractually guarantee RADIONOMY that he holds, for the audio Content he uploads, all rights and authorizations required for reproducing and communicating it to the public on the Website 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. The Radio Station Producer shall not upload any illegal content composed from existing content without express authorization from rights holders or prejudicial to third parties. The Radio Station Producer shall comply with the technical specifications requested by RADIONOMY.

For all element types combined, the Radio Station Producer has limited space on RADIONOMY's servers for uploading audio elements:

- o during the 3-months initiation period following the Radio Station's activation date (by sending the initial Radio Station schedule), the Radio Station Producer shall have the space necessary for 1000 audio items, for all element types combined.

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

Note : in both cases mentioned hereinabove, the limit on the number of uploaded items refers to the "net" number of elements uploaded, i.e. musical pieces that have been deleted by the Radio Station Producer are removed from the total of uploaded elements since the Radio Station activation date.

RADIONOMY expressly reserves the right to remove from its Website and storage servers any audio content (musical piece or jingle or audio 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 Website 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 this, without prior notice to the Radio Station Producer who uploaded the audio 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 Station Producer, after the fact, regarding audio content deletions and to take all appropriate steps to avoid repetition including temporarily or definitively prohibiting them from using the Website or all or part of the services offered. With regards to illegal or prejudicial content, RADIONOMY may, without notice, take all necessary and suitable steps, including informing competent legal bodies or other monitoring bodies.

A violation of this article by the Radio Station Producer will lead to immediate exclusion of its Radio Station from RADIONOMY's platform, including permanently deletion of all data from the Radio Station on servers, data which will be permanently lost and impossible to restore, without prejudice to any possible damages. In case of violation of this article by the Radio Station Producer RADIONOMY shall also permanently terminate its Member's account as well as the access to all Radionomy's services.

8. Stream

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

9. Schedule Creation

Once a Radio Station has been created, the Radio Station 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.

The Radio Station Producer shall always generate its Radio Station schedules within the required deadlines, failing to do so, RADIONOMY reserves the right to remove the Radio Station.

10. Listening to Radio Station

The Radio Station Producer shall develop Radio Station audiences as much as possible, for example by listing its Radio Station in online directories (at the occasion of the registration of its Radio Station in a third directory, the Radio Station Producer has the obligation to use exclusively the URL beginning by "listen.radionomy.com"), by importing one of RADIONOMY's players on its websites/blogs, the environments where it is present, and for which RADIONOMY has developed a specific Player (for example Facebook, Netvibes, widgets...), and usually by publicizing its Radio Station to the greatest number of people.

11. Third party directories

If the Radio Station of the Radio Station Producer reaches an average audience of more than 130 hours/day, RADIONOMY shall list this Radio Station in its third party directories.

12. Radio Station Deregistration and Deactivation

Each RADIONOMY Radio Station Producer may deregister from the RADIONOMY's platform on the administration page of its personal account : "My Account", then in the "Delete" tab.

Each Radio Station Producer may request the deactivation of its Radio Station from the "Settings" tab in the Radio Manager Online. RADIONOMY shall deactivate the Radio Station and remove all Radio Station data from the servers (including musical pieces uploaded by the Radio Station Producer). Such data shall be definitively lost and may not be recovered.

If the Radio Station Producer has listed his Radio Station on external websites, it is the Radio Station Producer's liability to have it unlisted.

13. Audience Minimums

The rules regarding required audience minimums in order to remain on the RADIONOMY's platform have been revised and have been applicable since July 2014. RADIONOMY counts the total number of hours broadcast for each Radio Station from midnight to midnight (Universal Time Clock). 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:

(a) three (3) months after the activation of the Radio Station and the programming's retransmission by Radionomy, RADIONOMY analyses if the Radio Station has reached an average audience of 12 hours/day. If the Radio Station reaches this minimum audience it is maintained activated.

o if the Radio Station has not reached this minimum audience, RADIONOMY shall deactivate the Radio Station and remove all the Radio Station data from the servers (including musical pieces uploaded by the Radio Station Producer). Such data shall be definitively lost and may not be restored.

o if the Radio Station reaches the audience threshold required, then the Radio Station has a period of six (6) additional months to reach the audience threshold of 130hours/day.

(b) If nine (9) months after the activation of the Radio Station and the programming's retransmission by Radionomy, the audience is analyzed.

o if the Radio Station reaches the minimum audience required of 130h/day, the Radio Station is maintained.

o if the Radio Station 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 musical pieces uploaded by the Radio Station Producer). Such data shall be definitively lost and may not be restored.

(c) After these nine (9) months, if the Radio Station is maintained, the average daily audience shall be checked every three (3) months to ensure an audience threshold of 130 hours/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 (UTC). 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 its best efforts to ensure broadcasting is not disrupted. RADIONOMY has however not a result obligation regarding the quality of this broadcasting and shall not be responsible in case of broadcasting disruption.

In order to mitigate technical issues that may momentarily disrupt broadcasting, RADIONOMY adds a fixed 1% to the average hours broadcast.

14. Sending News

The Radio Station Producer has additional communication resources 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 Website. The Radio Station Producer may only use images such as pictograms or illustrations, content, and logos if it owns all intellectual property rights regarding said works. The Radio Station Producer must also comply with image rights by only using images of people who have formally provided their authorization to be portrayed in the image. The Radio Station Producer shall provide RADIONOMY, upon first request, proof of ownership regarding the rights to pictograms or illustrations. The Radio Station Producer shall scrupulously ensure it complies with the rules of conduct specified hereinabove when using this functionality.

15. RADIONOMY's Exclusivity Regarding Broadcasting Advertising

RADIONOMY reserves the exclusive right to broadcast 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 multiregional advertising on the Radio Stations. The Radio Station Producer may however insert strictly local advertising (the business of the advertiser has to be local meaning limited to the advertiser's original region) in its Radio Station for a maximum of 2 minutes per hour in the same Ad Break. For this type of advertising (strictly local), RADIONOMY shall not be held liable and only the Radio Station Producer shall be held liable for any legal action or complaints.

The programming of such advertising shall be in a specific bin (see "Promotion") defined in the Radio Manager Online. Exception made for strictly local advertising, no commercial advertising spot can be broadcast on the Radio Station of the Radio Station Producer.

Any violation of this exclusivity reserved to RADIONOMY by the Radio Station Producer - broadcasting national, international, or multi-regional advertising - shall justify the immediate exclusion from the platform RADIONOMY of its Radio Station.

RADIONOMY may also and immediately invoice the Radio Station Producer for the income already paid for the current year, without prejudice of any damages.

In certain specific cases, the Radio Station Producer may receive income related to the broadcasting of its Radio Station. The details regarding this income program are included in Appendix 1.

16. False Audience Generation

Radio Station 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 punished immediately.

Periodic checks shall be conducted by RADIONOMY. Should an infringement be recorded, the Radio Station Producer shall be notified to cease such actions immediately. In case of non-compliance and/or a new infringement being recorded, the Radio Station shall be definitively deactivated by RADIONOMY, without prejudice of any damages. In such cases, RADIONOMY reserves also the right to terminate the Member's account of the Radio Station Producer as well as the access to all the RADIONOMY's services.

17. Behavior

Should a Radio Station Producer adopt one of the behaviors listed below, RADIONOMY reserves the right, without prior notice, to remove its Radio Station from RADIONOMY's platform, including permanently deletion of all Radio Station's data from the servers, data which shall be definitively lost and impossible to restore, without prejudice of any damages. RADIONOMY reserves also the right to permanently terminate its Member's account as well as the access to all Radionomy's services.

Radio Station Producer 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 Station Producer without parental approval;
- accessing or attempting to access another Radio Station Producer's account;
- providing information linking to other websites (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 third party and property, and/or intellectual property rights of third party;

- infringing, in any way whatsoever, upon either RADIONOMY's, its subsidiaries's, 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 by RADIONOMY or any other Service for promotional purposes;
- collecting, storing, and disseminating personal data regarding other Radio Station Producers 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 Website;
- 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 Website;
- refusing to comply with the required conditions, procedures, general rules, and regulatory provisions applicable to networks connected to the Website;
- 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 Website's content out of the context 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 Radio Station Producer is not the author as defined by Belgian copyright law or for which the Radio Station Producer has not acquired by assignment all intellectual property rights for publishing the Content online on RADIONOMY;
- publishing photos online that portray identifiable third parties without obtaining their prior authorization ;
- harassing in any way whatsoever one or more other Radio Station Producers;
- violating, intentionally or not, any applicable law or regulation whether local, national, or international as well as the limitations contained in the General Terms of Use ;

- usurping an identity or pretending to be another person or entity, including a RADIONOMY's 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 infringe the respect for humanity and dignity, gender equality and minor protection ;
- 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 morality.

18. RADIONOMY's 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 Station 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 usage rights for the Software and the associated Maintenance accepted by the Radio Station Producer as per the terms and for the duration as specified hereinabove.

- “Software” shall be understood as the RADIONOMY’s Player for which a license is granted to the Radio Station Producer by RADIONOMY pursuant to the License.

- “Maintenance” shall be understood as patches and corrective maintenance services provided by RADIONOMY to the Radio Station Producer 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 Station Producer 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 and conditions of the usage of the RADIONOMY’s Software by the Radio Station Producer.

RADIONOMY’s Obligations

Pursuant to the Producer Pact, RADIONOMY shall:

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

Radio Station Producer’s Obligations:

The Radio Station Producer shall and guarantees RADIONOMY that :

- a) The Radio Station 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 Station Producer must provide RADIONOMY his full cooperation and provide within the set deadlines (five (5) business days) all required information to ensure complete good faith execution of the Producer Pact;

c) The Radio Station 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 from the Radio Station 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 License on the Software is granted by RADIONOMY to the Radio Station Producer as from the Application Date and for an indefinite period of time.

Price

The License on the Software shall be granted free of charge.

Rights granted :

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

Restrictions:

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

In particular, the Radio Station 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 on the Software shall remain the exclusive property of RADIONOMY.

o Source Code:

The Radio Station Producer shall not acquire any rights on the Software's source code.

Intellectual Property

Except the rights granted pursuant the License, RADIONOMY does not grant any intellectual property right to the Radio Station Producer on 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:

The Radio Station Producer 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 Station 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 Station 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 Station Producer to RADIONOMY. Such action shall be subject to an Anomaly Resolution Report sent to the Radio Station 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 Station Producer to RADIONOMY. Such action shall be subject to an Anomaly Resolution Report sent to the Radio Station 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 Station Producer free of charge.

o Cooperation Obligation:

Generally speaking, Radio Station 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 Station 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 Station 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 Station Producers for any breach or damage, direct or indirect, that may result, and Radio Station 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 Station 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 Radio Station Producer shall be in electronic format. RADIONOMY shall only communicate with Radio Station Producers by e-mail or by placing certain information online on the Website (<https://board.radionomy.com>).

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 Station 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 Station 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 of Use or the Producer Pact governing the relationship between RADIONOMY and the Radio Station Producers be deemed void, illegal, or non-opposable, the validity, legality, or enforceability of the remaining stipulations shall not be affected or reduced in any manner whatsoever. In this case, RADIONOMY shall

modify the General Terms of Use and the Producer Pact governing the relationship between RADIONOMY and the Radio Station Producers so that the clause in question is replaced by an equivalent clause.

22. Disclaimers

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 Station Producers or towards any third party for any breach or damage, direct or indirect, that may result from the violation by a Radio Station Producer of the Website Terms of Use and/or the Producer Pact, notably (but not exclusively) the non-compliance by a Radio Station Producer with articles 4,5, 7, 16 and 17 of the Producer Pact, without prejudice of any possible damages.

23. No Waiver

Failure to exercise or a delay in exercising a right or a prerogative that RADIONOMY may hold pursuant to the Website General Terms of Use and the Producer Pact governing the relationship between RADIONOMY and the Radio Station Producers shall not be deemed as a waving this right or prerogative.

24. Contract Assignment

The Radio Station Producer may not assign its registration and acceptance of the Website General Terms of Use and the Producer Pact governing the relationship between RADIONOMY and the Radio Station Producers to a third party.

25. Whole Agreement

The Producer Pact governing the relationship between RADIONOMY and the Radio Station Producers represents the whole and exclusive agreement between RADIONOMY and the Radio Station 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.

26. Applicable Laws and Competent Jurisdiction

The Producer Pact shall be governed by Belgian law and shall be interpreted in accordance with Belgian law. Any litigation or legal proceedings arising under the Producer Pact, 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: Radio Station Producers Income Program

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

Relevant territories:

“Territory” shall be understood as the geographic area in which the stream is broadcast regardless of the Radio Station Producer’s nationality.

- **France**

The number of calculated hours required to receive income is:
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-days month.

The income generated for the Radio Station Producer shall be:

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

In order to receive payment, each Radio Station Producer must provide their PayPal information in their profile. An accounting shall be determined each month and paid to the PayPal account of the concerned Radio Station Producer **60 days after closing the month and following the Radio Station Producer’s payment request**. The costs related to this operation shall however not be covered by RADIONOMY.

The payment shall be effective when the account of the Radio Station Producer has a credit balance of at least € 50. This payment program is a test and may be modified by RADIONOMY at any time without notice.

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