



WELCOME BROADCASTERS AND TALENT!

This page provides notice by ZenoMedia, LLC, AudioYa LLC and their affiliated entities now existing or hereafter formed (collectively "Zeno" or "Company") to each radio personality, broadcaster, aggregator or restreamer (each, a "Broadcaster") that contributes content to or utilizes the ZenoRadio service, which connects listeners with radio broadcasts from around the world via alternative communication methods, whether via a wireless or wired device, telephone dial in, Zeno website, a partner's website, through a browser, website widget, player, a mobile application, ZenoPivot self-broadcasting functionality, or other media forms or media channels, related or connected thereto as may be available (the "Service") of any amendments applicable to the agreement between Zeno and such Broadcaster (including the form of agreement known as the "Cooperation Agreement" and including any agreement between any such Broadcaster, on the one hand, and Zeno as successor-in-interest to AudioNow Holdings LLC, Alpine Audio Now Digital, LLC and their affiliated entities, on the other hand) (each such agreement is referred to as a "Broadcaster Agreement").

Each Broadcaster Agreement is amended by each of the following amendments as of the posting date indicated below in accordance with the terms set forth in that Broadcaster Agreement. Any conflict between the Broadcaster Agreement and the terms set forth below shall be resolved in favor of the terms set forth below.

- Company may amend the terms of any Broadcaster Agreement at any time by posting to the link on the bottom left corner of <http://tools.zenoradio.com/portal/dashboard> any amendments or an amended Agreement at least 45 days prior to the effective date of the amendment, provided that, except as specifically set forth in any such Broadcaster Agreement, if the Broadcaster does not wish to accept such amendment, the Broadcaster shall have the right to terminate the Broadcast Agreement upon delivery of written notice of termination which is received by Company prior to the effective date of such proposed amendment. Broadcaster's failure to deliver written notice of termination on a timely basis shall constitute binding acceptance of the Broadcaster Agreement as amended. [POSTED MAY 30, 2018]
- Company is responsible for making any arrangements that Company chooses to conclude with any third party performing rights organizations such as ASCAP BMI (each, a "PRO") strictly as they relates to the Company authorized transmissions of Broadcaster programming. Each Broadcaster is responsible for any PRO arrangements or payments as a result of any other transmission, retransmission, broadcast or other use of its programming or programming content. [POSTED MAY 30, 2018]
- Company has the right to assign its Broadcaster Agreements to its affiliated entities. [POSTED MAY 30, 2018]
- Each Broadcaster intends that any exclusive rights granted to Company under the terms of the applicable Broadcast Agreement are sufficient for Company and its affiliated entities ("Company Group") to initiate legal action on Company Group's own behalf and on behalf of Broadcaster under applicable law (including but not limited to the Digital Millennium Copyright Act) against any infringer of Broadcaster programming or any portion thereof. Company Group shall be entitled to keep any damages that it obtains on its own behalf. [POSTED MAY 30, 2018]
- Any payments owed to a Broadcaster by Company under the terms of the applicable Broadcaster Agreement that are based on listeners dialing a designated telephone number on a wired or wireless device and for which Company is paid by mobile carriers will be made no later than 30 days after the end of each calendar month of the term of such Broadcaster Agreement. [POSTED MAY 30, 2018]
- If any payment to be made by Company to a Broadcaster under the terms of the applicable Broadcaster Agreement (after recoupment of any advance payments) is less than \$100 as of a given payment date, the amount due will be carried forward until the next payment date. [POSTED MAY 30, 2018]



- Net advertising revenue is all advertising revenue Company receives during the term of the applicable Broadcaster Agreement with respect to broadcasts transmitted by Company during the term of such agreement and as to which Company has agreed to share revenue with the Broadcaster, minus any agency, financial institution or other third party fees or bad debt incurred. [POSTED MAY 30, 2018]
- All payments made to a Broadcaster by Company that are calculated based upon payments from third parties (for example, advertisers or mobile carriers) (collectively, "Payors") are subject to offset upon the occurrence of any claims from such Payors for a refund or credit based upon prior payments made by such Payors to Company. This right of offset may be applied by Company regardless of the basis for such refund or credit claimed by a Payor. Company will calculate any offset amount equitably in proportion to the corresponding refund or credit, and such offset amount will be appear as a debit line item on statements for subsequent amounts that Company may owe to the Broadcaster, provided that if the offset amount cannot be applied to amounts owing by Company to Broadcaster within a period of 90 days, then Company may require Broadcaster to pay Company the offset amount within 30 days of written notice to Broadcaster. [POSTED MAY 30, 2018]
- Each Broadcaster Agreement is written in the English language and any interpretation or construction of such Agreement or any amendments, documents or notices relating to it shall be based thereon. If a Broadcaster Agreement or any amendments, documents or notices relating to it are translated into another language, the English text will prevail. [POSTED JUNE 4, 2018]
- The individual signing the Broadcaster Agreement represents and warrants on behalf of the Broadcaster that such individual is authorized to sign legally binding contracts. [POSTED FEBRUARY 20, 2019]
- Emails sent by Company in compliance with the notice provisions of a Broadcaster Agreement are binding on the Broadcaster if sent to any Broadcaster email address then on file with Company. [POSTED FEBRUARY 20, 2019]
- The Broadcaster Agreement is not subject to a restriction on disclosure to the extent disclosure is necessary in the event of a dispute. [POSTED May 9, 2019]
- Broadcaster agrees not to publish, distribute, or disclose (including, without limitation, through websites, blogs, or social media sites) any: (i) Confidential Information; (ii) damaging or derogatory information about Company, Company's employees, directors, officers, and those of its respective parent, subsidiaries, and affiliates; and/or (iii) damaging or derogatory information about other individuals or entities working for or with Company. [POSTED May 9, 2019]
- Company Group is authorized to file an infringement claim against any infringer of Broadcaster's name, image, logo, trademarks or service mark and keep any damages it obtains on its own behalf. [POSTED May 9, 2019]
- Zeno reserves the right to substitute advertising in lieu of any Broadcaster initiated advertising that is delivered to via streaming, mobile application or any other component of the Service. [POSTED May 9, 2019]
- Company may at any time charge a Broadcaster for Mobile App Services [POSTED MAY 16, 2019]
- Company reserves the right to terminate or modify advertising related revenue payments to Broadcasters in the event that mobile advertising companies prohibit or limit such payments or stop paying Company for advertising services at reasonable rates as determined by Company. [POSTED JULY 8, 2019]
- Company reserves the right to withhold payment at any time, and/or terminate a Broadcaster Agreement in whole or in part, without liability to Broadcaster, if Company reasonably suspects that Broadcaster has engaged in any form of Fraudulent Activity or illegal practices or any type of activity, text, image, or use that may violate applicable laws, is viewed as fraudulent or overstated or is reasonably likely to have a negative commercial impact on Company, its advertisers or business



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partners. Without limitation to the foregoing, Company may, at its sole discretion, credit back to advertisers and/or offset against future payments to Broadcaster any payments which it subsequently determines accrued as a result of such Fraudulent Activity or illegal practices. "Fraudulent Activity" includes without limitation, any activities by Broadcaster that authorize or encourage any third party to: (i) generate impressions of or clicks on any advertisement through any automated, deceptive, fraudulent or other invalid means, including but not limited to repeated manual clicks and automated query tools; (ii) mislead end users to click on advertisements; (iii) in any way minimize or obstruct the display of any advertisements, or edit, modify, filter or change the order of the information contained in any advertisements; (iv) attempt to edit the website tags, source codes, links, pixels, modules, software development kits or other data provided by or on behalf of Company; or (v) reverse engineer, decompile or disassemble any software components of the advertising services provided by or on behalf of Company. [POSTED FEBRUARY 17, 2020]

- In the event of any conflict between the terms set forth in any Broadcaster Agreement as amended by this page and any terms of use applicable to users of, and contributors of content to, the Service (including Broadcaster), the terms of the Broadcaster Agreement will control. [POSTED FEBRUARY 17, 2020]
- Net advertising revenue is all advertising revenue up to \$2.50 per CPM that Company receives during the term of the applicable Broadcaster Agreement with respect to broadcasts transmitted by Company during the term of such agreement and as to which Company has agreed to share revenue with the Broadcaster, minus any agency, financial institution or other third party fees or bad debt incurred. Net advertising revenues with respect to an ad will be paid no later than 120 days following the end of the calendar month during which that ad was last transmitted. [POSTED MAY 19, 2020]