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TERMS OF AGREEMENT – USE OF PHONOGRAMS IN SHORT-TERM RADIO BROADCASTING (FM + Simulcast)

The purpose of this agreement is to agree on the licenses of performing artists and phonogram producers, referred to in the Copyright Act, and on the royalties paid to them for the use of phonograms in short-term radio broadcasting carried out by the Customer.

Definitions

Short-term radio broadcasting means the use of phonograms by wireless means in radio broadcasting which lasts for a maximum of three months.

A phonogram means a recording, audio file or other audio recording or a part thereof published for commercial purposes.

Licenses to be granted

A license to communicate to the public, as part of the Customer's short-term radio broadcasting, phonograms represented by Gramex, which are published for commercial purposes. By paying the remuneration specified in the fee schedule, the Customer obtains the right to use phonograms under the terms and conditions specified in this agreement.

In this agreement, the Customer:

- and Gramex agree on the royalties paid to performing artists and phonogram producers for the use of phonograms in short-term radio broadcasting;
- receives from Gramex, on behalf of the rightsholders it represents, the license to copy phonograms to create a database of phonograms on a storage platform administered and exclusively used by the Customer, where it can be used for short-term radio broadcasting in accordance with this agreement; and
- receives from Gramex, on behalf of the rightsholders it represents, the license to communicate to the public wireless radio broadcasts simultaneously and in unaltered format, using streaming technology via the open internet through a website administered by the Customer (simulcast).

The license does not cover the transmission, linking or other use of streams containing phonograms on other websites or in other web services nor communication to the public in closed networks.

The license does not cover the use of phonograms in advertisements or in situations similar to advertising.

The license covers short-term radio broadcasting and the provision of broadcasts only in Finland.

The Customer must prevent the reception of simulcast transmissions in countries where the Customer has not obtained a license from phonogram producers and performing artists to use their phonograms in short-term radio broadcasting.

The licenses granted to the Customer are not exclusive rights. The customer does not have the right to assign this agreement or the obligations or rights under it to third parties without the written consent of Gramex.

Remuneration

The remuneration will be determined in accordance with Gramex's fee schedule valid at the time.

Value-added tax will be added to the amount in accordance with valid legislation.

Gramex may adjust the prices annually, taking into consideration changes in the general income and cost level.

The Customer pays the remuneration based on an invoice submitted by Gramex. Penalty interest will be collected for late payments in accordance with applicable laws.

Reporting

The Customer is not required to report the phonograms used in short-term radio broadcasting.

Responsibilities of Gramex

Gramex is liable for the claims for compensation that are filed against the Customer by performing artists and phonogram producers and that concern the use of phonograms referred to in this agreement.

Responsibilities of the Customer

The customer is responsible for ensuring that the phonograms are not used in contravention of this agreement or the Copyright Act.

Confidentiality of the information collected from the Customer

Gramex undertakes to keep the trade and professional secrets of the Customer confidential and to process personal data in accordance with data protection legislation. Privacy statements are available on Gramex's website.

Customers regarded as consumers

Customers regarded as consumers have the right to cancel this agreement by notifying Gramex in writing within fourteen (14) days of the conclusion of this agreement. However, the cancellation right is no longer applicable after the Customer has started using phonograms as set out in this agreement.

Auditing the operations

Gramex or a party authorized by Gramex has the right to verify the contractual conformity of the use of phonograms under this agreement, as well as the accuracy of information affecting the accumulation of remuneration.

Validity

The license will enter into force when Gramex has submitted a confirmation of the agreement and the Customer has paid the remuneration under this agreement.

The parties have the right to terminate this agreement with one month's notice in writing.

Cancellation of the agreement

Gramex has the right to cancel this agreement with immediate effect if:

- The Customer breaches these terms of agreement or the Copyright Act;
- The remuneration calculated and invoiced on the basis of this agreement has not been paid within 30 days of the due date of the invoice;
- The Customer reports or confirms the information required under this agreement materially incorrectly;
- Gramex's authority to grant licenses referred to in this agreement expires.

Applicable law and dispute resolution

This license agreement shall be interpreted according to Finnish law with the exception of provisions on the conflict of laws.

The parties aim to settle any disputes arising from this agreement primarily through negotiations. If a resolution cannot be achieved through negotiations, the dispute shall be submitted to the District Court of Helsinki or, if the dispute falls within the competence of the Market Court, to the Market Court.

In cases of inconsistencies between the language versions of these terms of agreement, the Finnish version shall prevail.