

General Terms and Conditions for Webcasting

1. In these general terms and conditions the terms below shall be understood to mean the following:
 - (a) Musical works: musical works with or without words, and dramatic musical and choreographic works if they are made heard to the public without being displayed;
 - (b) Buma repertoire: the whole body of musical works, the commercial exploitation and enforcement of music copyright of which the creators, or those to whom the right is transferred, have entrusted or will entrust directly or via third parties to Buma;
 - (c) Stemra repertoire: the whole body of works, the commercial exploitation and enforcement of reproduction rights of which the creators, or those to whom the right is transferred, have entrusted or will entrust directly or via third parties to Stemra;
 - (d) Reproducing: the replication of musical works irrespective of the technical process used;
 - (e) Making available to the public: the musical works being reported and/or made available to the consumer;
 - (f) Internet site: any Internet site or online service where webcaster provides, and is responsible for, the content of the Internet site or online service;
 - (g) Streaming: the technology by which the consumer can listen to a musical work, or fragment thereof, directly from the webcaster Internet site on his/her computer without recording the musical work on the consumer's computer in its entirety so that it is not possible to listen to the musical work (again) on the computer at a later date;
 - (h) Webcasting: the provision of streams that cannot be recorded by the listener/viewer for later listening and where the content of the streams cannot be affected by the listener/viewer.
 - (i) Remuneration basis: the total of the amounts invoiced by webcaster to third parties with respect to the sale of advertising broadcasting time, advertising space, sponsoring, bartering, bannering, etc., minus the (agency) commissions, advertising agency discounts and other acquisition costs actually incurred by the webcaster, up to a maximum of 25%.
 - (j) Territory: the Netherlands
2. To make musical works that are part of the Buma/Stemra repertoire available for listening purposes to the consumer exclusively in streaming format using webcasting, via an Internet site or similar tools commercially exploited by the webcaster, the webcaster must have prior copyright permission from Buma/Stemra.
3. Webcasters can set up an account on the Buma website www.bumastemra.nl (hereafter referred to as the website) and subsequently request a license.
4. To set up an account, webcasters must complete the request form on the website. The webcaster will receive confirmation by e-mail and then be able to activate the account by clicking the link in the e-mail which will forward the webcaster to a secure section of the Buma/Stemra website where the webcaster can select a password.
5. Once the account is activated, the webcaster receives his/her login details by e-mail which gives the webcaster direct access to the Buma/Stemra Portal for music users.

6. The music users portal allows the webcaster to request a license in Dutch and English on the “Licenses” screen, and view and end existing licenses (requests) on the “View licenses” screen;
7. To request a license, webcasters must follow the five steps below:
 - (1) Select a license type and music use category (webcasting, independent productions and sales area);
 - (2) Enter details (type of use, Internet station turnover and start date of music use)
 - (3) Submit license request (list of details entered by the webcaster and indicative price including sales tax)
 - (4) Accept General terms and conditions
 - (5) Request submitted.
8. Once the request has been submitted, the webcaster will receive an e-mail from Buma/Stemra confirming the request.
9. The webcaster will then receive an invoice and “License Confirmation” using the e-mail address specified by the webcaster. The webcaster can also check the invoice and License Confirmation using the “View licenses” link on the music users portal.
10. The webcaster shall be liable to pay Buma/Stemra a remuneration for the permission granted in the License Confirmation for each settlement period, in accordance with the stipulations in A – B in the table below.

TYPE OF USER	RATE
<p style="text-align: center;">A. COMMERCIAL</p> <ul style="list-style-type: none"> - Every entity registered with a Dutch chamber of commerce - - Private persons with an Internet site used to generate income 	<p>13 % of the remuneration basis as referred to in article 1 item 9 of this agreement</p> <p>with a minimum of € 65.00 per month</p> <p>per stream</p>
<p style="text-align: center;">B. PRIVATE PERSON</p> <ul style="list-style-type: none"> - Private persons with an Internet site that is not used to generate income 	<p>€ 26.00 per month per stream</p>

The rates are applicable per site per month (excluding the applicable sales tax rate)

11. For the purposes of setting the remuneration due, the webcaster undertakes to provide Buma/Stemra (RTV, Cable & Online licenses department) with a summary of the number of streams and specify the remuneration basis for the previous calendar quarter, within one month of the expiry of a calendar quarter. If the webcaster does not comply with the above, or does not do so on time, Buma/Stemra shall be entitled, in addition to other legal means at its disposal, to estimate the remuneration owed per calendar quarter on the basis of the information it has available, and to invoice the webcaster accordingly.
12. The remuneration owed by the webcaster will be invoiced per calendar quarter. The invoice will be issued within one month of a calendar quarter. Unless stated otherwise on the invoice, the invoice shall be paid within 30 days of the invoice date. In the event of late and/or incomplete

payment, the webcaster will be considered to be in default, without prior notice of default, and shall also be liable for the legal interest from the due date.

13. The amounts stipulated in the table in article 10 will be revised annually on 1 January (initially on 1 January 2008) to reflect changes in the price level in accordance with the retail price index published by the Dutch CBS Central Bureau of Statistics calculated in June of the current year and compared to June of the preceding year.
14. Upon first receiving a request to do so by e-mail from BUMA/ Stemra, the webcaster shall submit to BUMA/Stemra (Registrations and Music Usage Reports department), within three weeks of the expiry of a calendar quarter, a full summary of all musical works that the webcaster has produced and/or made available to the public during the calendar quarter, quoting the details described in appendix 1 of the License Confirmation. The webcaster will be notified of such a request at least one month before the start of the relevant quarter.
15. The webcaster shall supply the details referred to in the previous article electronically in accordance with appendix 1 of the License Confirmation. The appendix can also be downloaded from the website.
16. If BUMA/Stemra requires further information from the webcaster in order to determine the amount of payments to be distributed to rightholders, the webcaster shall comply with this request on first being asked to do so by BUMA/Stemra.
17. The webcaster shall provide all other details required by BUMA/Stemra within the framework of this agreement on first receiving an e-mail request to do so by BUMA/Stemra.
18. In the event that, due to the incompleteness or inaccuracy of any of the details referred to in articles 14 to 17 as supplied by the webcaster, BUMA and/or Stemra do not pay or pay an insufficient amount to any rightholder, BUMA and/or Stemra shall be entitled to recoup any resulting costs and damages from the webcaster ("subsequent claims"). BUMA/Stemra shall be entitled to submit subsequent claims to the webcaster up to a maximum of 4 years from the end of the calendar year to which the claim (also) relates, even if a relevant invoice as referred to in articles 11 and 12 was prepared.
19. The webcaster undertakes to submit, at the latest by 1 July of the year following a year to which the quarterly summaries relate, an annual statement in respect of the information supplied by the webcaster as referred to in article 11, together with an auditors' certificate. The auditors' certificate must verify that the information provided by the webcaster is correct and complete and in accordance with this agreement. BUMA/Stemra shall be authorised to submit an invoice with additional charges on the basis of the annual statement if it comes to light that the remuneration paid by the webcaster was too low.
20. BUMA/Stemra indemnifies the webcaster from any financial liability in respect of claims from music copyright holders or their representatives not represented by BUMA/Stemra in respect of the musical works of such rightholders or their representatives produced and/or made available to the public by the webcaster in the territory during the term of this agreement.
21. The extent of the indemnification referred to in the previous article is limited to the amount the music copyright holder who is responsible for the claim in that year would have received for the relevant use of a work if he had been represented by BUMA/Stemra.
22. The indemnification is limited to claims submitted within a period of one year from the day on which the musical work was reproduced or made available to the public by the webcaster. The indemnification is limited to an amount equal to the amount the webcaster paid to BUMA/Stemra during the calendar year in which the use referred to above took place.
23. As stated in article 10 category A, the webcaster can choose one of the following surety options:
 - a.: by setting up a bank guarantee with a recognized banking institution as a permanent surety for the payment of the amounts he owes under this agreement and for the observance

of all his obligations resulting from this agreement equal to the amount of the remuneration to be estimated by Buma/Stemra for three months commercial exploitation. In the bank guarantee, the bank undertakes, on first being requested to do so by Buma/Stemra, to pay the latter all sums that, according to Buma/Stemra, the webcaster owes Buma/Stemra up to a maximum of the amount referred to above; or

b.: by paying a permanent deposit to Buma/Stemra as a permanent surety for the payment of the amounts he owes under this agreement and for the observance of all his obligations arising from this agreement equal to the amount of the remuneration to be estimated by Buma/Stemra for three months commercial exploitation.

24. The amount of the bank guarantee/deposit may be reviewed annually upon receipt of the auditors' certificate referred to in article 19. If the annual review shows that the amount of the surety is insufficient, the webcaster shall be obliged to increase it to the required amount within seven days of receipt of a notification by registered letter and with proof of receipt from Buma/Stemra. If the annual review demonstrates that the amount of the bank guarantee/deposit is too high, the excess amount will be credited to the webcaster's account in the Buma/Stemra ledgers.
An irrevocable bank guarantee from a recognised banking institution may be set up instead of the permanent deposit.
25. Buma/Stemra shall not pay any interest to the webcaster on the amount of the deposit paid as described in article 23.
26. Settlement and/or repayment of a deposit or bank guarantee, or the balance thereof, shall take place upon the termination and satisfactory conclusion of this agreement.
27. If the webcaster fails to provide one of the above sureties referred, Buma/Stemra shall be entitled to suspend or cancel the permission referred to in the License Confirmation, without prejudice to all other rights at its disposal.
28. Musical works shall only be reproduced and made available to the public in their original form. Therefore, the permission granted under this agreement does not relate to replication in altered form in the sense that a new work is created.
29. The webcaster shall respect authors' moral rights. The permission granted under the agreement shall leave an appeal to moral rights intact.
30. The agreement does not relate to rights derived from the Neighbouring Rights Act, such as the performing artist's and phonogram producer's rights. Where existing phonograms are copied and made available, the webcaster declares that the music use under the agreement proceeds with the consent of the performing artists and phonogram producers.
31. The webcaster's Internet site(s) and/or conditions of use shall incorporate the following text:

"The musical works are protected by copyright. The webcaster has obtained permission for their use from Buma/Stemra. The use of musical works from this site, other than for listening purposes for your own pleasure and/or reproduction for your own exercises, study or use, is expressly prohibited. Additionally, musical works may not be sold or resold, distributed, etc."

Wherever the above text is used, the webcaster shall also insert the Buma/Stemra logo. The text and logo can be downloaded by clicking the appropriate link in the e-mail used to download the License Confirmation referred to in article 9.

32. The webcaster undertakes to maintain a suitable administrative system capable of providing a complete and correct summary of the data referred to in articles 11, 14, 16 and 17.
33. The webcaster shall give BUMA/STEMRA inspectors access at all times to its offices, warehouses or any other areas, and areas belonging to its co-operators or partners. The webcaster shall also give BUMA/STEMRA inspectors access to its accounts and correspondence and allow them to make copies for inspection purposes only.
34. The webcaster shall ensure that BUMA/STEMRA has the same inspection rights with third parties that are in any way involved in the webcaster's activities.
The webcaster undertakes to submit to BUMA/STEMRA all relevant documents, information or computer data required to verify the amounts owed by consumers to the webcaster and the remuneration basis referred to in article 1 (i).
35. BUMA/STEMRA undertakes to maintain strict confidentiality towards third parties with respect to all data and facts that come to its attention during inspections and BUMA/STEMRA agrees not to put this confidential information at the disposal of third parties without approval from the webcaster, with the exception of the provision of information to professional advisers to BUMA/STEMRA within the framework of this agreement and/or within the framework of judicial proceedings.
36. Costs relating to the inspection incurred by BUMA/STEMRA shall be at the webcaster's expense if it is established that a specific amount has not been paid equal to at least 5 % of the amount invoiced by BUMA/STEMRA during the period to which the inspection relates. BUMA/STEMRA will forward an invoice with additional charges relating to the unpaid amount to the webcaster.
37. The agreement shall take effect following the timely payment of the amount due and shall commence on the start date quoted in the License Confirmation for a period of 1 year, following which the agreement shall be automatically renewed for a period of one year, unless the agreement is terminated by one of the parties at least three months before the expiry date.
38. The parties shall be entitled to cancel the agreement by giving notice with immediate effect and without judicial intervention if the other party:
 - fails to meet or fails to adequately meet its obligations under the agreement;
 - is declared bankrupt;
 - applies for a moratorium;
 - terminates its activities.
39. Cancellation of the agreement, as referred to in articles 37 and 38, shall be notified by e-mail service.muziekgebruikers@bumastemra.nl or using the music users portal by clicking the "Terminate license" link in the "View licenses" screen. In all cases involving termination of the agreement, the webcaster shall cease using musical works that are part of BUMA/STEMRA's repertoire from the time the agreement is terminated.
40. Without prejudice to other legal means at its disposal, BUMA/STEMRA shall be entitled to suspend the permission arising from the agreement with immediate effect if the webcaster fails to comply with (part of) the obligations under the agreement, such as, but not limited to, full payment within the term stipulated in article 12.
41. All costs BUMA/STEMRA feels are necessary to collect its claims from the other party, including the legal and non-legal collection of the remunerations due, shall be at the webcaster's expense. Non-legal expenses (such as inspection and summons), including costs charged by third parties, shall be set at 20 % (twenty percent) of the amounts to be collected, excluding sales tax.
42. The agreement does not relate to the display of lyrics, CD inlays and the use of musical notation.
43. Nothing in the agreement shall prevent BUMA/STEMRA from benefiting from legislation or regulations relating to "home copy" charges that apply in the territory and gaining income as a result. This income shall not in any way affect the remuneration BUMA/STEMRA receives under the agreement.
44. If requested to do so, the webcaster shall provide BUMA/STEMRA with the applicable delivery conditions and/or standard contracts with consumers. The webcaster shall ensure that the

delivery conditions and/or standard contracts are not in conflict with the stipulations in these general conditions or do not inhibit the commercial exploitation of music copyrights by Buma/Stemra in any way.

45. Any publication in the media, public announcement or notification relating to the agreement or parts thereof shall require prior written permission from the other party. Unless enforced by legislation or regulations, this permission must not be withheld on the basis of unreasonable grounds.
46. Buma/Stemra reserves the right to refuse permission with respect to specific musical works in the Buma/Stemra repertoire if a legal proceeding relating to these musical works is in progress or if Buma/Stemra's rights with respect to these musical works are being disputed.
47. All contributions that are part of the License Confirmation form an integral part of the agreement and can be revised upon expiry of the settlement period subject to the parties' consent.
48. Upon termination of the agreement, the parties shall not be able to derive any rights for the future neither with respect to the size of the remuneration nor with respect to copyright-related transactions that are at issue.
49. The parties shall inform each other at once of any changes in (e-mail) address for the duration of the agreement. All notifications shall be sent by email to RTVKabelOnlineLicenties@bumastemra.nl or using the contact form on the website.
50. The agreement shall be subject to Dutch law. All disputes arising from the agreement shall be submitted to the competent court in Amsterdam.