Support Agreement

General

The contents of the Support Agreement (**SA**) is the agreement between **RADIOFONIC** and you, the **CLIENT,** for the support of existing and released computer software for mobile devices (the **PRODUCT**).

Radiofonic Audio is defined as the engine used to receive and playback audio data from a streaming service.

Radiofonic Services are the features offered as supplementary to Radiofonic Audio, dependent on external services (either through Radiofonic Cloud or other third-party content providers), including content data (Scheduling, Producer & Show Information, Advertising/Sponsoring and others), music information & discovery, Push Notifications and any other feature available or under development published on the Radiofonic website.

This agreement comes as a continuation/extension of the **Software Development Agreement** (SDA) signed by the two parties during the initial development and release of the original PRODUCT. SA extends the support period of the SDA by providing specific support detailed below in this document.

Service Plans

Service plans are specialized packages defining the support services and their duration for an existing RADIOFONIC-based PRODUCT to the CLIENT.

The **Simple** plan has no duration and is per incident call. Actions included on this plan:

- Necessary updates for the PRODUCT to ensure compatibility and operation with each new version of the platform the PRODUCT runs and depends upon,
- Changes on features currently available in the PRODUCT (ex. website/stream URL, social media changes etc),
- Addition of new features but limited to what is supported by the original version of the PRODUCT as agreed on the SDA (Basic, Plus or Premium versions),
- Bug fixes and component updates (either first or third party) included in the PRODUCT,
- Compiling, bundling and submitting the PRODUCT to its equivalent app store.

Each single action is an incident call. Bundling of actions is a separate agreement between RADIOFONIC and the CLIENT.

The **Standard** Plan includes all the Simple plan actions plus:

- Radiofonic Cloud access (if Cloud is enabled for the PRODUCT)

All actions in the Standard plan are bundled together. There is no incident call and the duration of the plan is yearly. The standard plan is also limited to a single platform, either iOS or Android but not both.

Finally, the **Full** plan is the same as the Standard plan but covers both platforms of the PRODUCT.

If the CLIENT chooses not to extend the support period after the expiration of a previous SDA or SA, the PRODUCT will continue to function but updates will not be available, changes and new Radiofonic features will not be incorporated and access to Radiofonic Cloud will be revoked. Duration of the non-supported functionality of the PRODUCT depends entirely on platform changes or third party services.

Design and development of new custom features and functionality is not covered under any of the Plans and will require per incident call (Simple plan) for each feature given that the original PRODUCT is under the Premium Radiofonic version. If not, the first new custom feature will cost the 50% of the Simple plan incident plus the amount of the upgrade between

the current and the Premium version and each subsequent development and addition will be evaluated on a per incident basis (Simple Plan).

Cloud Data and Content

Radiofonic Cloud is a supplementary and support service (aka not a primary) offered to the general Radiofonic Services in absence of a CLIENT-owned content management system and used in data and content delivery if the PRODUCT specifications (set under the SDA) require it.

If the CLIENT has the content and services already available in self-hosted, self-managed infrastructure, Radiofonic Cloud implementation can only be partial, providing only the required support by the Radiofonic Audio functionality to operate. All content will then be retrieved by the CLIENT-owned system as a custom feature under the Premium Radiofonic version.

Feature and functionality availability and development of Radiofonic Cloud are independent and secondary to Radiofonic Audio and Services.

Access to Radiofonic Cloud is provided through the Dashboard to manage the PRODUCT's content and data. CLIENT access is valid during the support period under the SDA or SA in Standard and Full plans.

Cost and Payments

Pricing for each support plan is as follows:

- Simple: 100 USD (91 EUR / 78 GBP) per incident.
- Standard: 250 USD (228 EUR / 195 GBP) per year.
- Full: 400 USD (365 EUR / 310 GBP) per year.

(Note: Pricing in currencies other than USD are subject to change. For updated pricing check the Radiofonic website at https://radiofonic.com/pricing/#support)

All payments will be completed through PayPal. Bitcoin and Ethereum payments also available through CoinsBank.

Ownership and Copyrights

The PRODUCT name, design, fonts, images, logos, content data, information (contained and managed), original recordings and any other product or work derived directly or indirectly from the station belong to the CLIENT and associates.

Radiofonic Cloud data and content belong to the CLIENT except the parts that have direct relation to the operation of the Radiofonic Audio and Services. The CLIENT can request a copy of the data which will be sent within 48 hours via email and in standard industry data format (one json file per entity).

RADIOFONIC does not (re-) sell, publicize or distribute the data contents and any personal information (anonymous or eponymous) gathered remain unshared and unavailable to third parties. RADIOFONIC holds no responsibility if these data are made public on CLIENT's responsibility after they have been shared.

The PRODUCT is distributed via each platform's application store using a developer account registered either in the name of the CLIENT or RADIOFONIC. For paid PRODUCTS, or PRODUCTS monetizing through in-app purchases and/or advertisements, a CLIENT account is required so that all profits derived from application sales, advertising or any other means to be paid directly to the account belonging to the CLIENT.

RADIOFONIC will not collect, (re-) sell or (re-) distribute any profits or losses after the PRODUCT release.

Radiofonic intellectual property, source code, programming methodology, libraries, frameworks and the compiled binary of the PRODUCT belong to RADIOFONIC. The PRODUCT will be delivered and released as a compiled and bundled application without disclosing its source code.

Radiofonic Audio and Services are a copyrighted product of RADIOFONIC except third party components licensed under

MIT or Creative Commons licenses or belong to the Public Domain.

Disclaimer & Limitations

Several limitations are in effect regarding the features and functionality the PRODUCT includes and delivers to the audience and customers. These limitations have a standard set of guidelines set by the platform's owner and are made public through the account developer/distributor agreements and at each platform's application store website.

Failure to comply with these guidelines may result in the PRODUCT's rejection from the app store or even the termination of the developer/distributor account as stated in the agreements between the CLIENT and the platform owner.

RADIOFONIC will monitor these guidelines for changes during the development process and support period to make the necessary suggestions if a feature or functionality is non-compliant. RADIOFONIC will advise the CLIENT of any conflicting guideline to be avoided but holds no responsibility if a conflicting guideline becomes a reason for rejection of the PRODUCT or developer/distributor account suspension.

Radiofonic Cloud comes as a tertiary or quaternary (in parts) level service with limited warranty on its use and availability. While the service is still under development (beta) and all necessary steps to ensure its stability and operation have been taken (automations, self-healing mechanisms, scheduled software updates, secure and encrypted communications, server locality, data replication etc), it falls under the terms and service availability of other third parties and is therefore dependent on those.

RADIOFONIC is not responsible for any malfunction, error, bug or software misbehavior originating, caused directly or indirectly by errors or incompatibilities in the devices, operating system or services provided by the platform owner or any third party developer through the use of Advanced Programming Interfaces (API) or Software Development Kits (SDK).

RADIOFONIC is not responsible for conflicting technologies that when compiled in the PRODUCT may cause software misbehavior, poor user experience and/or application crashes. An example of such conflict can be the playback of audio and video from different sources at the same time. RADIOFONIC will advise the CLIENT of such conflicts and incompatibilities to be avoided.

RADIOFONIC is not responsible for any content contained in the PRODUCT that originates from web links embedded as part of the CLIENT website or redirection to third party websites. Content of these links falls under the same limitations mentioned above. RADIOFONIC can only indicate the offending content and suggest replacement or exclusion from the PRODUCT.

Finally, RADIOFONIC is not responsible for the outcome of the review process in the application stores that perform it. All necessary actions including submitting petitions and communicating with review committees will be done by RADIOFONIC, however if the PRODUCT is still rejected for a clearly stated and obvious reason, RADIOFONIC will not take any further action.

Agreement Termination & Expiration

This agreement and PRODUCT support services will terminate or expire if:

- The PRODUCT is removed permanently from the application store by the CLIENT's decision,
- The support period ends without further renewal.

The following actions consist a violation of this agreement:

- Attempt to exploit, reverse engineer and generally harm the Radiofonic Audio and Services,
- Resell the PRODUCT binary or services offered directly by RADIOFONIC without the prior consent,
- Alter the binary or release a new version developed by a third party.

The above actions will result in the immediate termination of this agreement and any standing PRODUCT support.
Paid fees and any other transaction or balance at the time of violation will not be refunded.

Conclusion

The above agreement stands in effect from the day it is signed. Valid signature is both an electronic signature attached to the end of the document or an email (digital signature) from the CLIENT and RADIOFONIC representatives' personal or business email address, clearly stating the SDA or SA terms, plans and/or versions, the verbal agreement and the date.

Specific additions or alterations to the SA are added in the form of addendum to indicate any changes in context and/or additions of functionality and features. Addendums are valid through email messages (digital signature), clearly stating the changes in reference to the SDA or SA, the verbal agreement and the date.

Updates to the SA due to platform advancements, changes in third party support services, legal or any other reason are published on the Radiofonic website, made available through a printed document and are sent to the CLIENT via email. Any conflict between the web text and the printed text favors the online version as long as the client has been informed.