

# STREAMAUDIO

## Service Agreement

This Service Agreement is entered into on this \_\_\_\_\_ of \_\_\_\_\_, 200\_\_ (the "Effective Date"), by Chaincast Networks, Inc., dba StreamAudio, at 4020 Moorpark Ave, Suite 206, San Jose, CA 95117 hereinafter referred to as StreamAudio, and \_\_\_\_\_, herein after referred to as Broadcaster.

### 1. Consideration.

(a) Monthly Streaming Fee. Broadcaster will pay the prices in Exhibit A, monthly for the streaming resources used by the stations in Exhibit B for the services to be provided under Exhibit C by StreamAudio under this Agreement, payable within ten (10) days of receipt of invoice each month for which such services are provided.

(b) Music License Fees. To the extent required in connection with the transmission, distribution, performance or display of the Programming under this Agreement, Broadcaster is responsible for the musical work licenses (for the composition and lyrics) from ASCAP, BMI and SESAC, and for the license for sound recording performances (for the recording artist's performance) required by the Digital Millennium Copyright Act.

### 2. Services

StreamAudio will digitally encode (stream) one stream at the bit rate specified by Broadcaster in Exhibit A (in kbps) of the broadcasts and portions of broadcasts aired or produced by Broadcaster, excluding those broadcasts that Broadcaster does not have the right to distribute to StreamAudio (the "Programming") for broadcast on the Internet, and will stream on the Internet either: (a) the number of simultaneous streams specified in the Flat-Rate plan selected in Exhibit A for each station, if Broadcaster selects a Flat-Rate billing option, or (b) if Broadcaster selects a Usage-Based billing option in Exhibit A, all of the total streams required to service Broadcaster's Internet listening audience from all stations. StreamAudio will supply Broadcaster with software to digitally encode Broadcaster's broadcast signal. Archived and podcast bandwidth will be charged at the same bandwidth price as the live streaming rate selected by Broadcaster in Exhibit A-2 for usage-based customers and at the rate in Exhibit A-3 for flat-rate customers, along with the storage rates quoted by StreamAudio for said archived content.

Broadcaster will:

- (a) Stream its Programming on the Internet exclusively with StreamAudio.
- (b) Provide power and an appropriate location for the personal computer (encoder) and provide a program feed to the personal computer (encoder).
- (c) Provide a DSL, ISDN or equivalent connection suitable for AM/FM quality broadcasting, including static IP. Personal Computer (encoder). Broadcaster will supply its own personal computer (encoder) for use in encoding Broadcaster's Programming that meets or exceeds StreamAudio's minimum requirements.

3. Term and Termination. The term of this Agreement shall commence on the Effective Date, and shall continue for the period of one year. The Term shall automatically renew for successive terms of one year each unless written notice by either party to terminate this Agreement is received by the other party at least 30 days in advance of the end of the then current term of this Agreement. Furthermore, either StreamAudio or Broadcaster may terminate this Agreement if the other party materially breaches its obligations or warranties under this Agreement.

4. Warranties and Indemnities. In making its Programming available to the public worldwide through the StreamAudio service, the Broadcaster warrants:

- (a) Broadcaster's Programming will not be defamatory, indecent or obscene, violate any privacy right, publicity right, community standard, intellectual property right, personal or proprietary right, accepted Internet policy or any applicable laws or regulations or international treaties.
- (b) Broadcaster is authorized and empowered to make this Agreement and fulfilling it will not breach any of Broadcaster's legal or contractual obligations. All necessary permissions and licenses for the broadcast and public performance of the Programming have been secured and will be maintained by the Broadcaster, and the Broadcaster complies and will remain in compliance with all applicable laws, rules and regulations.

(c) Broadcaster will indemnify and hold harmless StreamAudio, its managers, members, employees and agents, against any claim, demand, loss, damage or liability, including reasonable fees of StreamAudio's attorneys, court costs and other legal expenses, if the basis of the claim or demand, if true, would constitute a breach of any of the Broadcaster's warranties, arises out of the negligence or willful misconduct of the Broadcaster or arises out of StreamAudio's transmission retransmission, distribution or broadcast of the Programming.

5. Intellectual Property Rights. The Broadcaster retains all intellectual property rights and other rights it may own concerning the Programming as it is made available to StreamAudio and the public through the StreamAudio service. StreamAudio retains its ownership of all intellectual property rights and other rights concerning any software or hardware StreamAudio provides and the StreamAudio media player web sites, their format, content and presentation. Broadcaster shall have only a non-exclusive, non-transferable, royalty-free limited license to use any software or hardware provided by StreamAudio during the term of this Agreement. Broadcaster grants StreamAudio the right to use Broadcaster's logos, trade names, trademarks and service marks and the marks, names and likenesses of all third parties associated with the Programming in print, audio, online and other advertising for the promotion of the Programming and the services provided under this Agreement.

6. Liability. In no event shall StreamAudio be liable for the quality or content of the Broadcaster's encoded stream or Programming or if StreamAudio is unable to broadcast the Programming. The Broadcaster shall defend, indemnify and hold harmless StreamAudio for loss, damage or injury to property supplied by Broadcaster or injury to employees of Broadcaster provided as talent, helpers or workers, arising out of or incident to performance of services under this contract. **IN NO EVENT SHALL STREAMAUDIO BE LIABLE FOR DAMAGES, DIRECT OR INDIRECT, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUFFERED BY THE BROADCASTER OR ANY THIRD PARTY.**

7. Promotions. The Broadcaster authorizes StreamAudio to use the Broadcaster's name and logo and taped excerpts from the Programming at no cost for promotional and marketing purposes to further the business goals of StreamAudio.

8. Assignment. This Agreement shall be binding upon and incur to the benefit of both parties hereto and their respective successors.

9. General policies. The failure by either party to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this Agreement. Neither party shall have the right to use the other's name, trademark or tradename without the prior consent of the other party for any uses not contemplated by this Agreement. This agreement represents the complete agreement and understanding of the parties with respect to the subject matter herein. In the event of a dispute to this agreement, the prevailing party is entitled to recover expenses including reasonable attorneys fees. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association office in San Jose, California, under its Commercial Arbitration Rules, and the judgment awarded by the arbitrator(s) may be entered in any court having jurisdiction thereof. This Agreement may be modified only in writing signed by both parties. This Agreement shall be governed by the substantive law of the State of California.

Company Name: \_\_\_\_\_

Chaincast Networks, Inc ,  
dba StreamAudio

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A  
Pricing**

This Exhibit supplements the Service Agreement entered into on this \_\_\_ of \_\_\_\_\_, 200\_ (the "Effective Date"), by StreamAudio, and Broadcaster, and is part of this Agreement. This Exhibit A is a part of this Agreement.

**A-1) Flat-Rate Pricing**

<b>Broadcaster Streaming Package FLAT-RATE PRICING (Minimum - \$125/month/station)</b>					
<u>Number of Simultaneous Streams</u>	<u>24 kbps Encoding</u>	<u>32 kbps Encoding</u>	<u>48 kbps Encoding</u>	<u>64 kbps Encoding</u>	<u>128 kbps Encoding</u>
200	\$ 195	\$ 250	\$ 375	\$ 450	875
300	\$ 295	\$ 365	\$ 550	\$ 700	1325
400	\$ 395	\$ 485	\$ 750	\$ 950	1750
500	\$ 495	\$ 625	\$ 825	\$ 1,150	2200
750	\$ 695	\$ 950	\$ 1,425	\$ 1,750	3350
1000	\$ 945	\$ 1,250	\$ 1,695	\$ 2,400	4450
1250	\$ 1,175	\$ 1,575	\$ 2,350	\$ 3,000	5500
1500	\$ 1,425	\$ 1,900	\$ 2,750	\$ 3,500	6250
1750	\$ 1,650	\$ 2,150	\$ 3,200	\$ 4,000	7500
2000	\$ 1,895	\$ 2,450	\$ 3,650	\$ 4,650	8400

**A-2) Usage-Based Pricing ( Exhibit A – con't ):**

<b>Broadcaster Streaming Package StreamAudio - Usage-based Pricing (Minimum - \$125/month/station)</b>				
<u>GB</u>	<u>TB</u>	<u>\$/GB</u>	<u>\$/TB</u>	<u>Min. Monthly</u> <sup>(2)</sup>
500	0.5	\$ 0.495	\$ 495	\$ 248
2,000	2	\$ 0.475	\$ 475	\$ 950
5,000	5	\$ 0.450	\$ 450	\$ 2,250
10,000	10	\$ 0.425	\$ 425	\$ 4,250
25,000	25	\$ 0.400	\$ 400	\$ 10,000
50,000	50	\$ 0.375	\$ 375	\$ 18,750

**Notes: (1) published monthly minimum or \$125/month/station, whatever is higher**

**A-3) Included Features/Services**

Multi-homed network with Redundant, and load-balanced streaming servers	✓
Stream Statistics	✓
Archive Storage Space	<b>1 GB</b>
Listener Support	✓
Integration with Arbitron PPM	✓
Sound Exchange Royalty Reports	✓
Branded Player	✓
Ad Replacement	✓
Video and Static Gateway Advertising	✓
Program Blackout	✓
On-Demand Archiving	✓
Now Playing & Player Text	✓
Streaming Players in Windows Media, Flash, and Silverlight	✓
Multi Format Streaming WMA, WMV, MP3, AAC, OGG	✓
Instant Replay	✓
Scheduled Archiving	✓
Stream Protection	✓
Podcasting	✓
Stream time-out	✓
Data Collection	✓

**Exhibit B  
Stations**

This Exhibit supplements the Service Agreement entered into on this \_\_\_ of \_\_\_\_\_, 200\_ (the "Effective Date"), by StreamAudio, and Broadcaster, and is part of this Agreement.

This Exhibit B is a part of this Agreement and new stations may be added to the Agreement by adding them to this Exhibit A and sending a copy to StreamAudio

**A. FLAT-RATE STATIONS (Pricing in Exhibit A / Streaming Packages in Exhibit C):**

**For All Stations Below:**

If and when a given station reaches the allowed limit on the number of simultaneous streams selected by Broadcast below, Broadcaster wishes to (check one):

- \_\_\_\_\_ Leave the limit as is and give some type of "station not available at this time" message, or
- \_\_\_\_\_ Allow stations to "burst" over the limit for 2 months at no extra charge, and then have StreamAudio automatically move the station to the next higher number of simultaneous streams limit and Broadcaster will pay the higher price for the higher limit for the remainder of the contract Term.

<u>Station Call Letters</u>	<u>Start Date</u>	<u>Bit Rate (kbps)</u>	<u>Number of Simultaneous Streams</u>	<u>Streaming Package</u>	<u>Price (\$/month)</u>
1. _____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____	_____
6. _____	_____	_____	_____	_____	_____
7. _____	_____	_____	_____	_____	_____
8. _____	_____	_____	_____	_____	_____
9. _____	_____	_____	_____	_____	_____
10. _____	_____	_____	_____	_____	_____
11. _____	_____	_____	_____	_____	_____
12. _____	_____	_____	_____	_____	_____
13. _____	_____	_____	_____	_____	_____
14. _____	_____	_____	_____	_____	_____
15. _____	_____	_____	_____	_____	_____

**B. USAGE-BASED STATIONS ( Exhibit B – con’t ):**

**For All Stations Below:**

Streaming Package (Exhibit C)	Committed Bandwidth (GB/month or TB/month)	Price from Exhibit A (\$/GB or \$/TB)	Monthly Minimum Streaming Fee
_____	_____	\$ _____ / ____	\$ _____ / month

<u>Station Call Letters</u>	<u>Start Date</u>	<u>Bit Rate (Kbps)</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____
13. _____	_____	_____
14. _____	_____	_____
15. _____	_____	_____
16. _____	_____	_____
17. _____	_____	_____
18. _____	_____	_____
19. _____	_____	_____
20. _____	_____	_____



Station Information Form  
(\* One form Per Station\*)

Date: \_\_\_\_\_

Station Owner: \_\_\_\_\_ Market: \_\_\_\_\_

Call Letters: \_\_\_\_\_ Dial Position: \_\_\_\_\_ Website URL: \_\_\_\_\_

**Format (Check One):**

- |                                       |   |  |                                    |
|---------------------------------------|---|--|------------------------------------|
| <input type="checkbox"/> 80's         | <input type="checkbox"/> Classic Rock           | <input type="checkbox"/> Mainstream Rock | <input type="checkbox"/> Urban AC  |
| <input type="checkbox"/> AC           | <input type="checkbox"/> Classical              | <input type="checkbox"/> NAC/Smooth Jazz | <b><u>Are You:</u></b>             |
| <input type="checkbox"/> Active Rock  | <input type="checkbox"/> Contemporary Christian | <input type="checkbox"/> News/Talk       | <input type="checkbox"/> Religious |
| <input type="checkbox"/> Alternative  | <input type="checkbox"/> Country                | <input type="checkbox"/> Nostalgia       | <input type="checkbox"/> NPR       |
| <input type="checkbox"/> CHR/Pop      | <input type="checkbox"/> Hot AC                 | <input type="checkbox"/> Oldies          | <input type="checkbox"/> College   |
| <input type="checkbox"/> CHR/Rhythmic | <input type="checkbox"/> Gospel                 | <input type="checkbox"/> Spanish         |                                    |
| <input type="checkbox"/> Classic Hits | <input type="checkbox"/> Jammin Oldies          | <input type="checkbox"/> Urban           |                                    |

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: (    ) \_\_\_\_\_ Fax: (    ) \_\_\_\_\_

After Hours phone: (    ) \_\_\_\_\_

**General Manager:** \_\_\_\_\_ **E-mail** \_\_\_\_\_

**Program Director:** \_\_\_\_\_ **E-mail** \_\_\_\_\_

**Promotion Director** \_\_\_\_\_ **E-mail** \_\_\_\_\_

• **Primary Streaming Contact:** \_\_\_\_\_

E-Mail \_\_\_\_\_

Phone (    ) \_\_\_\_\_ Cell: (    ) \_\_\_\_\_

• **Technical Contact:** \_\_\_\_\_

E-mail \_\_\_\_\_

Phone: (    ) \_\_\_\_\_ Cell: (    ) \_\_\_\_\_

• **Webmaster:** \_\_\_\_\_

E-mail \_\_\_\_\_

Phone: (    ) \_\_\_\_\_ Cell: (    ) \_\_\_\_\_

**Automation System:** \_\_\_\_\_