

WEB RADIO REGISTRY

LICENSE HOLDER (company or individual):

VAT N°:

Tax ID code:

Registered Office / Address (street, civic number, ZIP code, city, province):

SDI code for electronic invoicing (if available):

E-mail (mandatory):

Telephone n.

Registered e-mail:

WEBSITE URL:

NAME OF WEB RADIO:

NUMBER OF CHARTS:

BUSINESS START DATE:

Also under Articles 47 and 48 of the Presidential Decree No. 445 of 28th December 2000, the undersigned certifies that the web radio _____ is [*tick one box only*]:

- Amatorial Web radio
- Institutional Web radio
- Commercial Web radio

ITSRIGHT

LICENSE AGREEMENT

between

ITSRIGHT s.r.l. (“**ITSRIGHT**”), having its registered office in via Verziere 2, 20122 Milano, share capital equal to Euro 119.200,00 I.V. registered at the Milan Companies’ Register number 1934934, VAT and Tax Code n. 07083740964, a collective management organisation enrolled in the official list of AGCOM (Authority for Communications Guarantees) as provided for by art. 40, 3° paragraph 3 of the Legislative Decree No. 35/2017;

and

_____ (**licensee company name**), having its registered office in _____, VAT/Tax Code _____ (“**Licensee**”)

(Together as “**Parties**”)

Type of License:	Use Types:
<input type="checkbox"/> Commercial Webradio	<input type="checkbox"/> only Audio Webcasting
<input type="checkbox"/> Institutional Webradio	<input type="checkbox"/> Podcasting
<input type="checkbox"/> Amatorial Webradio	<input type="checkbox"/> Audio/Video Webcasting

Agree as follows:

ART. 1 – DEFINITIONS

For the purpose of this license, the following words and expressions shall have the meaning ascribed to them hereinbelow:
“**AIE**”: the natural person who performed in the making of a Phonogram or Videogram, including both artists pursuant Art. 82 LDA and solo and orchestral musicians, artistic producers as well as any other natural person who made a performance, even if not provided by the aforementioned art. 82 LDA. Any natural person who made a mere technical and not artistic contribution to the making of a Phonogram or Videogram – by way of example only, sound engineers, executive producers, arrangers – shall be considered excluded;

“**Average Monthly Page Views**” (“**AMPW**”): average number of Webpages of the Website visited by Users during a month period, including any accesses through Facebook, Twitter and any other social network, as certified by an independent monitoring entity;

“**Download**”: the transfer of one or more audio and/or audiovisual programs included in the Schedule to an application which makes them accessible with or without a web connection, free or under payment, with or without the possibility of listening or watching during the Download, on a digital support for the reproduction of web broadcasters and the following listening or watching;

“**Duration**”: the duration of the license as provided by Article 6 of the Agreement;

“**Gross Revenue**”: total gross revenues of the Licensee as deriving from fees, revolving cards, banners and so on, deriving from the Website during the relevant calendar year and ascertained in Licensee’s accounting entries;

“**LDA**”: Law 22th April 1941, No. 633 (Italian Copyright Law) and any other following modifications and amendments;

“**Managed Rights**”: such rights licensed by ITSRIGHT to the Licensee pursuant to Article 2 of the agreement, being such rights managed in its own name and on behalf of its Mandators by virtue of the contracts agreed between the latter and ITSRIGHT;

“**Mandators**”: Italian or foreign rightsholders, both original (producers of phonograms and performers) and successor in law any title, of rights of exploitation on Phonograms and Videograms, who conferred or shall confer in the future to ITSRIGHT a mandate for the management and the exercise of Managed Rights, directly or through any other Italian or foreign collective management organisation which represents such Mandators; the list of Mandators is available on the ITSRIGHT website (www.itsright.it) and is constantly updated;

“**Minimum Guaranteed Remuneration**”: the remuneration due by the Licensee to ITSRIGHT irrespective of the occurrence and/or the amount of the Gross Revenue arising from the Website management, according to the type of Web Radio run by the Licensee;

“**Phonogram**”: the original fixation of a composition or of a musical work or of sequence of sounds deriving from the performance or the execution of other sounds, included in the Repertoire published and distributed on any kind of phonographic records (by way of example, CD, LP, DVD and similar) or made available to the public in a digital format (digital files) online by means of digital nets;

“Personal Data Form”: the form, available on ITSRIGHT website, providing any identification information of the Licensee (owner of the license; VAT/TAX code, registered office or residence, contact details and Web Radio details);

“Podcasting”: the making available to the public – by means of Download – of audio and/or audiovisual programs included in the Schedule, without the possibility to retrieve single Phonograms or Videograms;

“Repertoire”: the Phonograms and Videograms whose rights of exploitation the Mandators are fully or in part entitled to and which have been conferred to ITSRIGHT by way of contracts; any relevant information shall be available and constantly updated on ITSRIGHT website: www.gorights.it .

“Schedule”: any programs produced by and/or otherwise acquired by the Licensee, including self-promoting productions of programs, made available to the public through the Internet;

“Streaming”: the process of audio and/or audiovisual data through the making available on the Website, so as that the User may access a single Phonogram or watch a single Videogram in real time and on a temporary basis, by means of a continuous stream and without the possibility to playback, to record or anyway to store the relevant audio/video file;

“Territory”: the territory of the European Union;

“User(s)”: any person playing the Webradio, irrespective of the payment of a fee;

“Video/Audio On Demand”: the making available to the public of the Schedule by streaming on: a) any website and/digital streaming platform (by way of example only: Youtube, Vimeo e Dailymotion), in an interactive mode and/or catch-up; b) functionalities and applications of mobile devices connected to the web (by way of example, smartphone, tablet, PC, MP3 Reader, SmartTV, Connected Cars, Speakers WI-FI, Smart Speakers (Amazon Echo, Homepod Apple e Google Home) as well as any further device and platform known as up to date or that shall be invented in the future;

“Videogram”: the original fixation of a cinematographic work, audiovisual work or sequence of moving images, synchronized with one or more Phonograms, included or fixed by the Mandators in any videograms or videographic support (e.g. Videoclip), as known up to date or invented in the future, with a maximum duration of 10 minutes; such fixation shall be considered in its proper individuality and as such protected separately and autonomously from any Phonograms.

“Web Radio”: a) the Website or a section of the Website; b) any applications and/or features of any other mobile device connected to web, by way of example smartphone, tablet, PC, MP3, SmartTV, Connected Cars, Speakers WI-FI, Smart Speakers (ad es. Amazon Echo, Homepod Apple and Google Home) as well as any other device or platform - already existing or that shall be created in the future – by means of which Phonograms and Videograms are made available by streaming to the Users. The listening of a specific work or of a sequence of work, chosen by the User, shall be restricted by the Web Radio; the User must not be allowed to interact with the Schedule through the Web Radio.

“Webcasting”: both the transmission of original services and the asynchronous re-transmission of the Schedule, without the possibility of reproduction by the Users, who are allowed to temporary and in-real-time listening only;

“Website”: the website as defined above as owned by the Licensee and as currently operating, whereby any programs, fully or in part, included in the Schedule is made available to the public; the Licensee shall be considered as chief editor of the management and the creation of any contents of the Website;

ART. 2 – RIGHTS LICENSED – EXCLUSIONS – ITSRIGHT’S OBLIGATIONS

2.1. For the Duration and in the Territory, ITSRIGHT – subject to the full payment of the fees detailed under Article 3 – grant the Licensee with a non-exclusive and non-transferrable license for the following Managed Rights:

- a) Art. 72, lett. a) LDA (Producers of Phonograms): Right to reproduce the Repertoire, with any duplication technique, to the sole purpose of exercising one of the rights provided by following letters (c) and (d) of this Article;
- b) Art. 80, paragraph 2, lett. b) LDA (Performers): Right to reproduce the Repertoire, with any duplication technique, to the sole purpose of exercising one of the rights provided by following letters (c) and (d) of this Article;
- c) Art. 72, lett. d) LDA: right to make available to the public the Schedule – which includes the Repertoire – through the Website, by streaming and/or downloading (by way of example only: webcasting, video/audio on demand and/or podcasting);
- d) Art. 80, paragraph 2 lett. d) LDA: right to make available to the public the Schedule – which includes the Repertoire – through the Website, by streaming and/or downloading (by way of example only: webcasting, video/audio on demand and/or podcasting).

2.2. Any right of exploitation of the Repertoire other than those provided above is expressly reserved to ITSRIGHT or its Mandators and shall be intended to be not covered by this license.

2.3. More specifically, the following exploitations shall be excluded by this license, except from the case of previous written authorization by ITSRIGHT:

- a) the use of Repertoire to the purpose of promoting or advertising products or services (so-called synchronization right);
- b) the supply of targeted musical services as well as of any service to the benefit of commercial activity or enterprise (Business to Business), whether free or under payment of a fee; as a consequence, the Licensee undertakes to seek for a specific license for such services;
- c) the public performance of Phonograms in public shows whatsoever, included public performance in business and/or premises as well as any other place accessible by the public;
- d) the broadcasting of Phonograms by means of radio/TV broadcasts over the air, by wire, cable or satellite;
- e) the production, put on the market or distribution of audio/video supports;
- f) the use of Phonograms as ringtones, *ringback tones*, messages *et similia* in mobile phone services.

2.4. Moral rights acknowledged to Mandators and their successors in title under Artt. 74 and 81 LDA are expressly reserved.

2.5. Copyrights on musical works included in the Repertoire – as well as any other rights related to the Repertoire and due to third parties not Mandators - are excluded by this license. The Licensee shall grant specific authorization or license whatsoever towards such third parties (or their relevant collective management organizations).

2.6. The Licensee shall clarify in details on its Web Radio that the broadcasting is directed to private and personal use only and that any other exploitation of the Phonograms – download, re-transmission in the web, communication to the public, reproduction, rental and lending, sharing with third parties - is forbidden

2.7 The Licensee shall provide ITSRIGHT the Personal Data Form on the date of execution of this agreement and shall regularly and timely update any information provided in such Form.

ART. 3 - FEES

3.1. In consideration for the license of rights under art. 2.1, the Licensee shall pay ITSRIGHT the Minimum Guaranteed Remuneration for each year of Duration of this agreement, as specified in **Annex A** and previously invoiced by ITSRIGHT.

3.2. For Commercial Web Radio only, such Minimum Guaranteed Remuneration shall be considered as advance of any further amounts due and resulting on the basis of the following information, which the Licensee undertakes to provide:

- a) the Gross Revenue of the Website referred to the previous calendar year, as stated in VAT Declaration or any other official and appropriate tax document;
- b) The AMPW recorded for each month in the previous year.

Such documentations shall be delivered to ITSRIGHT within 28th February of each calendar year, by filling the template under **Annex B** (to be sent to licenze@itsright.it).

On the basis of the information provided and within 31st March of each calendar year, ITSRIGHT shall calculate any balance due by the Licensee, who undertakes to pay such balance within 30 days from the receipt of the relevant invoice.

3.3. Within 30 days from the end of each quarter of Duration of this agreement, the Licensee shall deliver to ITSRIGHT a report (using the template under **Annex C**), in digital format and for each Channel of the Website, so as to allow ITSRIGHT to distribute any remuneration due to its Mandators.

At the end of the last quarter of Duration of this agreement, the Licensee undertakes also to provide ITSRIGHT with the list of functionalities and mobile devices' applications connected to the web – as under art. 1, letter R of the Definitions – by which the Licensee makes available the Schedule to the public by streaming.

3.4. Any use of the Repertoire by the Licensee in years preceding the Duration of the agreement and the consequent fees due by the Licensee for such use shall be separately regulated by the Parties. In any case, the obligation of the Licensee to transmit to ITSRIGHT the documentation under Attachment C for the previous years shall remain unaffected.

3.5. In the event of non-payment of the fees under this Agreement within the terms set forth herein, the Licensee shall also be required to pay interest on the amounts due and unpaid at the rate set forth in Legislative Decree No. 231 of 9 October 2002.

3.6.- Without prejudice to any remedy permitted under applicable law, this Agreement shall terminate as of right, at ITSRIGHT's initiative, pursuant to Articles 1454 and/or 1456 of the Italian Civil Code (at ITSRIGHT's option) if the Licensee fails to pay any amount due by it under this Agreement, unless such failure is due to a mere administrative error and is not remedied within 30 (thirty) business days after the due date for payment thereof.

ART. 4 – CONTROL PROCEDURES

4.1. ITSRIGHT shall be free to control the information provided by the Licensee until 12 months following the end of the Duration of this agreement, directly or through third parties, to be held during working time and with a previous notice of 10 working days. ITSRIGHT, as well as any third party appointed to this purpose, shall keep strictly confidential any information and data acknowledged during the controls.

4.2. Should the results of such controls differ from the information provided by the Licensee, ITSRIGHT shall invoice any amount due on the basis of such results, plus 20% penalty. Moreover, should the controls differ more than 5% from the information provided by the Licensee, ITSRIGHT shall invoice also any costs of such controls.

ART. 5 – ITSRIGHT SAFEGUARDS

5.1. As per the Managed Rights and the Repertoire, ITSRIGHT declares and guarantees that it has full power to execute this agreement and it has obtained mandate from its Mandators for any collection related to the rights granted through this license.

5.2. ITSRIGHT shall distribute any remuneration to its Mandators, as established by its general regulation available at www.itsright.it.

5.3. ITSRIGHT shall keep the Licensee indemnified from any cost, liability or claim filed by its Mandators in respect of the Managed Rights.

ART. 6 – DURATION - WITHDRAWAL

6.1. This agreement shall be in force since 1st January and until 31st December of the current year. The agreement shall be intended tacitly renewed year by year upon the payment of the fee, unless a party delivers a notice of non-renewal to the other – by way of registered letter or registered e-mail – with a previous notice of 60 days from the annual expiring date of the agreement.

6.2. Each renewal shall imply the application of the fees from time to time in force. Upon any renewal, ITSRIGHT shall amend the economic conditions under **Annex A**, by way of public notice on its website (www.itsright.it). The Licensee shall be free to withdraw from the agreement within 30 days from the publication of such new economic conditions on ITSRIGHT's website, by way of written notice to be sent to ITSRIGHT by registered letter or registered e-mail.

ART. 7 – APPLICABLE LAW AND JURISDICTION

This agreement shall be governed by Italian law.

Any dispute between the parties arising out its validity, interpretation, execution and termination, shall be submitted exclusively to the forum of Milan.

ART. 8 – PERSONAL DATA PROCESSING

The Licensee is aware that (i) ITSRIGHT is the data processor of any personal data of the Licensee within the framework of this agreement; (ii) such personal data shall be processed to the sole purposes of the execution of this agreement or the fulfilment of any obligations of ITSRIGHT set forth by national or EU law; (iii) the communication of such data by the Licensee is necessary for the execution of this agreement; (iv) such data can be delivered to the Mandators who receive remuneration from this agreement; (v) rights granted to the Licensee as data subject and any other provision on the processing of personal data is available at www.itsright.it.

The Licensee agree to be informed and update to the current Repertoire managed by ITSRIGHT. The Licensee shall be informed directly by the Mandators who wish to promote their artistic works by e-mail. To this specific purpose, the Licensee consent to the processing of such personal data – name of the Licensee, name of the Web Radio and e-mail address) necessary to be reached out by ITSRIGHT Mandators.

The Licensee, as data subject of this processing, shall revoke its consent at any time, without prejudice to the legality of the processing occurred so far, in conformity with EU Regulation 2016/679 and as provided by Privacy section on ITSRIGHT website.

Milan / _____

ITSRIGHT
President
Gianluigi Chiodaroli

By way of acceptance and specific approval of the provisions under Articles 5 (ITSRIGHT Safeguard), 6 (Duration – Withdrawal) and 7 (Applicable Law and Jurisdiction)

The Licensee

The following rates shall be in force for any webradio that signs a license with ITSRIGHT from January 1st, 2024 on

To be filled out by the Licensee
 The License shall be:

Yearly
 For a three year period (2024-2026) advanced payment in full

**AMATORIAL WEB RADIOS
 (INCLUDING PODCASTING and MUSIC ON SOCIAL NETWORKS)**

This category includes Personal Web Radios belonging to individuals, with no commercial purpose and no direct or indirect income.

AMATORIAL - FLAT FEE		
	STANDARD	MULTICHANNEL (for every channel)
Year 2024	220,00 €	150,00 €
Year 2025	250,00 €	170,00 €
Year 2026	275,00 €	190,00 €
Three year period (2024-26), advanced payment in full	525,00 €	360,00 €

(VAT EXCLUDED)

**INSTITUTIONAL WEB RADIOS
 (INCLUDING PODCASTING and MUSIC ON SOCIAL NETWORKS)**

This category includes Web Radios belonging to public institutions, local governments, associations, and NGOs, which are characterized by the absence of profit and the presence of associational, community or citizen service purposes.

INSTITUTIONAL - FLAT FEE		
	STANDARD	MULTICHANNEL (for every channel)
Year 2024	460,00 €	300,00 €
Year 2025	510,00 €	331,50 €
Year 2026	565,00 €	365,00 €
Three year period (2024-26), advanced payment in full	1.075,00 €	700,00 €

(VAT EXCLUDED)

**COMMERCIAL WEB RADIOS / WEB TVs
 (INCLUDING PODCASTING and MUSIC ON SOCIAL NETWORKS)**

Web radios that do not fall into the categories of Personal or Institutional as specified above fall into this category

COMMERCIAL WEB RADIOS - MINIMUM FEE GUARRANTEED*				
	STANDARD		MULTICHANNEL (for every channel)	
	Up to 100.000 AMPW	More than 100.000 AMPW	Up to 100.000 AMPW	More than 100.000 AMPW
Year 2024	910,00 €	1.380,00 €	600,00 €	910,00 €
Year 2025	990,00 €	1.510,00 €	660,00 €	990,00 €
Year 2026	1.090,00 €	1.665,00 €	730,00 €	1.090,00 €
Three year period (2024-26), advanced payment in full	2.095,00 €	3.190,00 €	1.395,00 €	2.095,00 €

(VAT EXCLUDED)

*Advance fee of any higher amounts due on the basis of the information provided through Attachment B. The balance fee shall be 1% on 90% of the taxable base, less any amount already paid in advance.

COMMERCIAL WEB TVs - MINIMUM FEE GUARRANTEED**				
	Phonograms only		Phonograms + Videograms	
	Up to 100.000 AMPW	More than 100.000 AMPW	Up to 100.000 AMPW	More than 100.000 AMPW
Year 2024	1.230,00 €	1.870,00 €	2.050,00 €	3.120,00 €
Year 2025	1.330,00 €	2.020,00 €	2.255,00 €	3.430,00 €
Year 2026	1.465,00 €	2.225,00 €	2.485,00 €	3.775,00 €
Three year period (2024-26), advanced payment in full	2.820,00 €	4.285,00 €	4.755,00 €	7.230,00 €

(VAT EXCLUDED)

**Advance fee of any higher amounts due on the basis of the information provided through Attachment B. Phonograms only: the balance fee shall be 0,67% on 90% of the taxable base, less any amount already paid in advance; Phonograms + Videograms: the balance fee shall be 15% on 90% of the taxable base, less any amount already paid in advance.

COMMERCIAL WEB RADIO - GROSS INCOME FOR YEAR ____

NAME OF WEB RADIO LICENSEE

The undersigned, owner of the License in the heading, declares that he/she has received the following Gross Revenue for the year above, as per the financial statements or annual VAT return of the legal person owning the Web Radio.

REVENUES	GROSS AMOUNT
<i>Revenues from Users to access Web Radio</i>	
<i>Direct or indirect revenue from the sell of advertising on Web Radio or Site where the player is based and/or from any form of sponsorship.</i>	
<i>Revenue from third parties for the use of Web Radio for the purpose of offering their products and/or services to the public</i>	
<i>Market value of services and/or goods received in from barter trading of advertising</i>	
<i>Other revenues not included in the above categories</i>	

AVERAGE MONTHLY PAGE VIEWS (AMPW) FOR YEAR ____

MONTH	AMPW	MONTH	AMPW
JANUARY		JULY	
FEBRUARY		AUGUST	
MARCH		SEPTEMBER	
APRIL		OCTOBER	
MAY		NOVEMBER	
JUNE		DECEMBER	

A copy of the accounting records evidencing the above revenues is requested in order to make the appropriate verifications

