

DYNAMIC MEDIA TERMS AND CONDITIONS

These Terms and Conditions ("Terms") govern every order for products and services placed with National Telecom Deployments LLC d/b/a Dynamic Media ("Dynamic Media") by a business customer ("Customer"). They apply to orders placed through Dynamic Media's online portal, by order form, by email, by telephone, or by any other method Dynamic Media accepts (each an "Order"). By placing an Order, Customer accepts these Terms.

1. How These Terms Apply

These Terms, together with each Order, form the agreement between Dynamic Media and Customer (the "Agreement"). If Customer and Dynamic Media have signed a separate Enterprise Agreement, that agreement also applies, and where it conflicts with these Terms the Enterprise Agreement controls for that Customer. Terms appearing in a purchase order, vendor portal, or other document issued by Customer have no force or effect, even if Dynamic Media acknowledges or fulfills the Order without objection.

2. Services

Dynamic Media provides business music and messaging hardware ("Products") and the following subscription services (collectively, the "Services"): the commercial background music service supplied by Soundtrack Technologies Sweden AB ("Soundtrack") (the "Soundtrack Music Service"); SiriusXM Music for Business (the "SiriusXM Music Service"); messaging services for on-hold and in-store use ("Messaging Service"); and custom playlist curation services ("Curation Services"). The Soundtrack Music Service and the SiriusXM Music Service are each a "Music Service." The Services and Products included in an Order, and their pricing, are as stated in that Order.

Some programming available through a Music Service may include explicit language. Customer is responsible for applying any content filters or listening restrictions it considers appropriate for its environment.

Audio equipment, installation, and related technical services are available on request and are quoted separately. Customer will provide reasonable site access and a safe working environment; installations may be performed by Dynamic Media or authorized contractors it selects, and Dynamic Media is not responsible for delays or added costs caused by site conditions, building infrastructure, power or network limitations, or Customer-provided equipment.

3. Platform Terms

(a) Soundtrack Music Service. The Soundtrack Music Service is available for Customer Locations in the countries Soundtrack publishes from time to time. Customer's use of the Soundtrack Music Service is subject to Soundtrack's General Terms and Conditions, currently published at <https://www.soundtrack.io/legal/general-terms-and-conditions/>. For Customer Locations in the United States and Canada, public performance licenses are included in the subscription fees; in the United States these comprise ASCAP, BMI, and GMR, and in Canada SOCAN and Re:Sound. The Soundtrack catalog does not include works controlled by SESAC. For Customer Locations in all other

countries, Customer is responsible for obtaining and paying for the public performance license required by the local performing rights or collecting society. Curation Services are available for the Soundtrack Music Service.

(b) SiriusXM Music Service. The SiriusXM Music Service is available for Customer Locations in the United States and Canada. The public performance licenses required for Customer's use of the SiriusXM Music Service at Customer Locations are included in the subscription fees, including, in the United States, licenses from ASCAP, BMI, SESAC, and GMR. Curation Services are not available for the SiriusXM Music Service.

(c) Coverage. Licensing coverage is determined by the applicable platform provider and may change. Dynamic Media will notify Customer of any material change of which it becomes aware. Services are available only at Customer Locations in countries where the applicable Music Service is offered, and Dynamic Media will confirm availability before activating Services at a new location. "Customer Location" means a business location operated by Customer at which Customer receives Services.

4. Custom Curation

Where included in an Order, Dynamic Media will provide Curation Services by creating and maintaining custom playlists and branded stations ("Curated Content"). Curated Content is provided as a service and delivered through the Soundtrack Music Service. Curation build fees are one-time and non-refundable once work has commenced. Dynamic Media will refresh Curated Content on the cadence stated in the Order and will make reasonable revisions within the scope stated there; revisions beyond that scope are quoted separately.

Dynamic Media retains all right, title, and interest in and to the Curated Content, including its selection, sequencing, curation logic, and arrangement. Customer receives a non-exclusive, non-transferable license to use the Curated Content at Customer Locations solely while the applicable subscription is active. Underlying sound recordings and musical works remain the property of their respective owners and are licensed through the Soundtrack Music Service.

If a Customer Location operates under a brand or franchise system that has an Enterprise Agreement with Dynamic Media, Curated Content associated with that brand is licensed to that location solely for the duration of its authorized participation in the brand program, and Dynamic Media may immediately remove it from any Player or account associated with that location when participation ends. On termination of Services at a Customer Location, that location's license to Curated Content ends and Dynamic Media will deactivate access. Curated Content does not transfer to Customer or to any successor vendor, and Customer may not scrape, extract, copy, or replicate Curated Content outside the platform.

5. Player and Player Software

Each Customer Location requires a compatible playback device to access a Music Service. Customer may purchase or rent playback hardware from Dynamic Media (a "Player") or, where the applicable Music Service supports it, use authorized software applications on Customer-provided hardware.

The software used to operate the Player or access the Services ("Player Software") is licensed, not sold. Dynamic Media grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license to use the Player Software while the applicable subscription is active, solely to access the Services at Customer Locations. Customer may not copy, transfer, modify, or create derivative works from the Player Software, reverse engineer or attempt to access its source code, or use it for any purpose other than accessing the Services.

6. Shipment, Delivery, Inspection

Unless an Order states otherwise, Products ship F.O.B. Dynamic Media's shipping point and risk of loss passes to Customer on delivery to the carrier. Shipping charges appear on the applicable invoice. Customer must inspect shipments within five business days of receipt and notify Dynamic Media of any missing, damaged, or incorrect items; otherwise the shipment is deemed accepted as delivered. Dynamic Media is not responsible for delays or delivery failures caused by the carrier, shipping disruptions, or incorrect or incomplete shipping information provided by Customer.

7. Rented Equipment

This Section applies to playback hardware rented from Dynamic Media ("Rented Equipment"). Rental fees and replacement values ("Replacement Value") are as stated in the Order or applicable Enterprise Agreement or, if not stated, at Dynamic Media's then-current published rates.

Rented Equipment remains Dynamic Media's property at all times. Customer may not remove or obscure ownership markings, modify or alter the equipment, permit any lien or encumbrance on it, or allow it to become a fixture. Customer will keep Rented Equipment in good working condition and maintain proper power, network, and environmental conditions.

Customer is responsible for loss, theft, damage, or destruction of Rented Equipment from any cause other than normal wear and tear, and must notify Dynamic Media promptly. Customer will pay the Replacement Value for any damaged or unreturned unit, after which Dynamic Media will supply replacement equipment of similar type and function. If Rented Equipment fails from a defect not caused by misuse, accident, or improper handling, Dynamic Media will replace it at no charge; Customer must return the defective unit within thirty days of receiving the replacement or may be charged the Replacement Value.

On termination of Services at a Customer Location using Rented Equipment, Customer must return all Rented Equipment and included original accessories at Customer's cost and risk. If Customer does not return it within thirty days after the termination date, Customer will pay the Replacement Value, at which point title transfers to Customer.

8. Returns and Exchanges

Special-order, customized, or modified equipment is non-returnable and all such sales are final. Off-the-shelf Products may be returned within thirty days of receipt if Dynamic Media issues a return authorization in advance and the Products are returned prepaid and insured per Dynamic Media's instructions. Returns in unopened original packaging and new condition are subject to a fifteen percent (15%) restocking fee; returns in opened packaging but new and unused condition are subject to a thirty

percent (30%) restocking fee. Dynamic Media may inspect returned items and may decline a return or adjust the restocking fee if a Product is damaged, used, or not in the required condition.

Shipping charges, warranty fees, labor already performed, and Services already delivered or in progress, including monthly subscription Services, are non-refundable. Any credit issued excludes original shipping and handling.

9. Payment Terms; Taxes

Dynamic Media will invoice Customer in U.S. dollars for all Products and Services. Subscription Services are billed in advance of each service period, and payment is due on or before the first day of the service period to which the invoice relates. Customer is responsible for shipping and handling charges for Players and other equipment unless otherwise agreed in writing.

Where Customer provides a credit card, Customer authorizes Dynamic Media to charge that card on a recurring basis for amounts due under the Agreement until the applicable subscription is terminated as provided in these Terms. Customer represents that it is the authorized cardholder and agrees not to dispute charges for Services rendered before termination. Dynamic Media may charge a fee for any returned or declined payment.

Dynamic Media may adjust recurring fees at any time; adjusted fees apply to service periods beginning after the adjustment and appear on the applicable invoice. Subscription Services paid for in advance of activation ("Prepaid Services") must be activated within twelve months of purchase; if not activated within that period, the payment is forfeited and no refund is provided.

All fees are exclusive of sales, use, excise, value-added, goods and services, and similar taxes. Customer is responsible for all taxes imposed on the sale or use of the Products and Services, excluding taxes on Dynamic Media's income.

10. Restrictions

Customer may use the Player and the Music Services only at Customer Locations and only for background or foreground music. Customer may not transmit, retransmit, broadcast, alter, record, reproduce, or otherwise distribute a Music Service outside a Customer Location, except for ordinary patio or outdoor speaker use associated with the premises.

Customer may use the Messaging Service for business announcements, promotions, branding, and similar communications. Customer may not use the Services to sell or distribute paid advertising inventory to third parties, to conduct paid public events, or at any location or event where an admission or cover charge is assessed, unless Dynamic Media agrees in writing.

Customer must give Dynamic Media at least ten days' prior written notice before moving a Player or Service to a different Customer Location, so that Dynamic Media can report accurately to performing rights organizations.

11. Customer Content

Customer represents that any scripts, promotional copy, trademarks, logos, brand materials, and other content it provides to Dynamic Media are accurate, lawful, and authorized for the uses contemplated by the Agreement. Customer will defend and indemnify Dynamic Media against third-party claims arising from that content or from Customer's use of the Services in breach of Section 10.

12. Music Rights Fees

Where a Customer Location uses a Music Service as its sole music source, the Music Service includes the rights described in Section 3 for that platform and location. Customer is solely responsible for obtaining and paying for any required licenses or performing rights organization fees if a Customer Location uses any other music source (including CDs, DJs, live music, karaoke, other streaming services, terrestrial radio, or television), plays music in connection with classes, performances, or instructed fitness activities, or plays music in any area or event for which an admission, cover charge, or other consideration is collected. Customer is also responsible for any license required from a performing rights organization not included in the applicable Music Service (such as SESAC in connection with the Soundtrack Music Service). Dynamic Media will not invoice those fees.

13. Subscription Period; Termination

(a) Subscription Period. Each subscription begins on activation and continues for the billing period selected in the Order (monthly, or a prepaid period), renewing for successive periods of the same length until terminated as provided below.

(b) Termination by Customer. Customer may terminate a subscription at any Customer Location on thirty (30) days' prior written notice. Dynamic Media will refund prepaid subscription fees for that location pro-rated on the full calendar months remaining in the prepaid period. If the subscription is on a one-year prepaid basis and is terminated before twelve months have been completed, an early termination fee of seventy-five dollars (\$75.00) applies per subscription.

(c) Non-Payment. If Customer does not pay an invoice by its due date, Dynamic Media may discontinue the Services at the affected Customer Locations without further notice and will restore Services upon payment in full of all outstanding amounts. Dynamic Media is not obligated to provide Services retroactively for any period of discontinuation.

(d) Termination for Breach. Dynamic Media may terminate the Agreement, or Services at any Customer Location, if Customer breaches the Agreement and does not cure within fifteen (15) days after written notice, or immediately for a breach of Section 4 or Section 10. Customer may terminate the Agreement if Dynamic Media materially breaches it and does not cure within thirty (30) days after written notice.

(e) Effect of Termination. On termination of Services at a Customer Location, Customer must immediately stop using the Services at that location and return all Rented Equipment under Section 7. Dynamic Media is not responsible for copyright royalties or music licensing obligations arising from Customer's use of any music source after termination. Termination does not limit either party's right to recover amounts owed or to pursue other remedies at law or in equity.

14. Warranty

Dynamic Media warrants that playback hardware purchased new from Dynamic Media ("Purchased Equipment") will be free from defects in materials and workmanship under normal use for one (1) year from delivery to a Customer Location (the "Warranty Period"). Customer may purchase an Extended Limited Warranty Plan for eligible new Products at the time of initial purchase, which extends the Warranty Period for the additional coverage period selected. This warranty applies only to the original purchaser and is not transferable.

If a covered defect arises during the Warranty Period, Dynamic Media will, at its option, repair or replace the affected unit. Replacement units may be new, refurbished, or remanufactured and assume the remaining Warranty Period of the original unit. To open a claim, Customer must contact Dynamic Media at 586-978-4214 before the Warranty Period ends. Customer must return the defective unit, shipped by a traceable method at Customer's expense unless Dynamic Media directs otherwise, within thirty (30) days after receiving the replacement, or may be charged the Replacement Value for the unreturned unit. On-site service or installation visits requested by Customer are chargeable at Dynamic Media's then-current rates, including during the Warranty Period and including visits that are diagnostic only.

This warranty does not cover misuse, abuse, or neglect; accidents or external forces, including liquid damage and physical impact; improper installation, operation, or maintenance; use inconsistent with instructions or published specifications; unauthorized modification, alteration, or repair; power surges, electrical or network issues, or environmental conditions; use with third-party equipment not supplied or approved by Dynamic Media; normal wear and tear; or any Product not purchased new directly from Dynamic Media.

After the Warranty Period, Customer is responsible for all repair, replacement, and shipping costs. Repair or replacement is Customer's sole remedy under this Section; no refunds or credits are provided. This Section states the only express warranty for Purchased Equipment. Manufacturer warranties, if any, run directly from the manufacturer to Customer, and Dynamic Media will coordinate manufacturer claims on Customer's behalf but does not guarantee coverage, timelines, or manufacturer decisions.

15. Warranty Disclaimer

Except for the express warranty in Section 14, Dynamic Media provides the Products and Services "as is" and disclaims all other warranties, whether express, implied, statutory, or otherwise, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and any warranty arising from course of dealing or usage of trade. Dynamic Media does not warrant that the Services will be uninterrupted, error-free, or free from delays caused by network conditions, third-party systems, or other factors outside its control, or that any feature of the Services will remain available or unchanged. Dynamic Media does not warrant compatibility of any Product with third-party equipment it did not supply.

16. Limitation of Liability

To the maximum extent permitted by law, neither party will be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including lost profits, revenue, goodwill, or

business interruption, arising out of or relating to the Agreement, regardless of the theory of liability and even if advised of the possibility of such damages.

Except for Customer's payment obligations, Customer's obligations under Section 11 and Section 12, and Customer's breach of Section 4 or Section 10, each party's total aggregate liability arising out of or relating to the Agreement will not exceed the total fees paid by Customer to Dynamic Media in the twelve (12) months immediately preceding the event giving rise to the claim.

Dynamic Media's liability for any Product is limited to repair or replacement of that Product. The remedies expressly provided in the Agreement are Customer's sole and exclusive remedies.

17. Business Information; Player Data

Customer will provide accurate business contact information, including names, business addresses, phone numbers, email addresses, and similar information identifying Customer's representatives ("Business Information"), and keep it current. Dynamic Media may use Business Information to deliver invoices, manage Customer's account, provide service-related notices, and communicate changes to the Agreement or its policies; these communications are transactional and are required for Dynamic Media to provide the Services. Dynamic Media may also send information about new products, service updates, and promotions, and Customer may opt out of those at any time using the link provided. Dynamic Media may share Business Information with its affiliates, service providers, and platform providers as reasonably necessary to provide the Services, fulfill Orders, process payments, or meet performance licensing requirements. Dynamic Media will not sell Business Information or share it with unaffiliated third parties for their independent marketing purposes.

Dynamic Media does not store, collect, or process Customer's business data, employee data, customer lists, payment data, or other personal data on any Player or in the Player Software. A Player may store limited configuration data required to operate the Services, such as device ID, network settings, and cached playlist data. Customer is solely responsible for any data or content it loads onto Customer-provided hardware.

18. Notice

Notices must be in writing and are deemed given when delivered in person, one (1) business day after dispatch by a nationally recognized overnight courier, or when sent by email to the notice address designated by the receiving party, provided the sender receives no bounce-back or error. Notices to Dynamic Media go to Dynamic Media, Attn: Legal Department, 38283 Mound Road, Sterling Heights, MI 48310, legal@dm-us.com. Notices to Customer go to the business address and email address in Customer's account, which Customer may update at any time.

19. Governing Law; Dispute Resolution

The Agreement is governed by the laws of the State of Michigan, without regard to conflict-of-laws principles.

Except as provided below, any dispute arising out of or relating to the Agreement will be resolved exclusively by binding arbitration administered by the American Arbitration Association under its

Commercial Arbitration Rules, before a single arbitrator in Macomb County, Michigan. Judgment on the award may be entered in any court of competent jurisdiction.

Either party may seek injunctive relief, specific performance, or other equitable remedies in the state courts located in Macomb County, Michigan, or, if federal jurisdiction exists, the United States District Court for the Eastern District of Michigan. Each party submits to the exclusive jurisdiction and venue of those courts for such actions and waives any objection to them.

All proceedings must be conducted on an individual basis. Each party waives any right to bring or participate in a class action, collective action, private attorney general action, or other representative proceeding, whether in arbitration or in court.

20. General

(a) Assignment. Customer may not assign or transfer the Agreement or any rights or obligations under it without Dynamic Media's prior written consent, which will not be unreasonably withheld. Any attempted assignment in violation of this subsection is void. Dynamic Media may assign the Agreement to an affiliate or to a successor in interest without Customer's consent.

(b) Force Majeure. Neither party is liable for delay or failure to perform caused by events beyond its reasonable control, including acts of God, natural disasters, pandemics, labor disputes, war, terrorism, government action, or interruption of network or utility services. The affected party will use reasonable efforts to resume performance promptly. This subsection does not excuse Customer's payment obligations.

(c) Severability. If any provision is held invalid, illegal, or unenforceable, the remaining provisions remain in full force, and the affected provision will be enforced to the maximum extent permitted by law.

(d) Waiver. A party's failure to enforce any provision is not a waiver of that or any other provision. A waiver is effective only if in writing and signed by the waiving party.

(e) Changes to These Terms. Dynamic Media may update these Terms from time to time by posting a revised version at <https://dynamicmediamusic.com/terms-and-conditions/>. Customer's continued use of the Services after revised Terms are posted constitutes acceptance.

(f) Survival. Sections 4 (Custom Curation), 7 (Rented Equipment), 11 (Customer Content), 12 (Music Rights Fees), 15 (Warranty Disclaimer), 16 (Limitation of Liability), and 19 (Governing Law; Dispute Resolution), together with any payment obligations accrued before termination and any other provision that by its nature should survive, remain in effect after termination.

(g) Entire Agreement. The Agreement is the entire agreement between the parties on its subject matter and supersedes all prior or contemporaneous agreements and understandings. It may be amended only as provided in subsection (e) or by a written document signed by both parties.