

Symphonic Distribution's Terms of Use

Last revised: April 21, 2022

These Terms of Use (this "Agreement") apply to all users of any Internet website owned and/or operated by Symphonic Distribution, Inc. ("Symphonic", "us", "our", and "we") and/or our affiliates, including, but not limited to www.symphonicdistribution.com, www.symphonic.com, www.symphonicms.com, www.symblog.com, www.symphoniclatino.com, www.symdistro.br, www.indigojones.video, www.noiseprn.com, africa.symphonic.com, and www.bodegasync.com, as well as any social media channel, mobile website or mobile application related thereto (all of the foregoing, collectively, the "**Services**").

Certain features of the Services may be subject to additional guidelines, terms, conditions and/or rules, which will be posted in connection with such features, including, but not limited to, our Privacy Policy located at www.symphonic.com/privacy-policy. All such additional terms, conditions, guidelines, and rules are incorporated by reference into this Agreement.

This AGREEMENT sets forth the legally binding terms and conditions that govern your use of the Services. By accessing or using the Services, you are accepting this Agreement (on behalf of yourself or ANY entity that you represent), and you represent and warrant that you have the right, authority, and capacity to enter into this Agreement (on behalf of yourself AND ANY entity that you represent). You may not access or use the Services or accept this AGREEMENT if you are not at least 18 years old. If you do not agree with all of the provisions of this Agreement, do not access and/or use the Services.

1. Registration

1.1. **Account Creation.** In order to use certain features of the Services, you may need to complete an application, pay a fee and/or register (collectively, "**Registration**") for an account with us (an "**Account**") and provide certain information about yourself. If you Register with us, you represent and warrant that: (a) all information you submit to Symphonic is truthful and accurate; and (b) you will maintain the accuracy of such information. Registration and Account data and certain other information about you are governed by our Privacy Policy.

1.2. **Responsibilities.** You are responsible for paying any and all costs related to the transmission of data and as otherwise may be required to use the Services (including in respect of downloading, installing, launching, uploading, streaming, payment processing and using). Symphonic shall not be liable for fees charged by third parties. If you Register with us: you are responsible for maintaining the confidentiality of your Account information; you are fully responsible for all activities that occur in connection with your Registration and/or under your Account; and you agree to immediately notify Symphonic of any actual or suspected unauthorized use of your Account or any other breach of security. Symphonic cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

2. Access to the Services

2.1. License. Subject to this Agreement, Symphonic grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Services. Your use of the Services is at your own risk.

2.2. Certain Restrictions. The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, or host the Services, whether in whole or in part, or any content displayed on the Services; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Services; (c) you shall not access the Services in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Services shall be subject to this Agreement. All copyright and other proprietary notices on the Services (or on any content displayed on the Services) must be retained on all copies thereof.

2.3. Modification. Symphonic reserves the right, at any time, to modify, suspend, interrupt or discontinue the Services (in whole or in part) with or without notice to you. You agree that Symphonic will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services or any part thereof.

2.4. No Support or Maintenance. You acknowledge and agree that Symphonic may, but shall have no obligation to, provide you with any support or maintenance in connection with the Services.

2.5. Ownership. Excluding any User Content (defined below) that you may submit, you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets in the Services and its content (including, but not limited to text, data, graphics, logos, icons, buttons, images, audio clips, video clips, links, digital downloads, and software) are owned by Symphonic or our suppliers or other partners. Neither this Agreement, nor your access to the Services, transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 2.1. Symphonic and its suppliers and partners reserve all rights not expressly granted in this Agreement. There are no implied licenses granted under this Agreement. Any content available in connection with the Services, other than your Client Content submitted in connection with a Separate Agreement (as such terms are respectively defined below), is made available solely for your personal, non-commercial use and may not be copied, reproduced, republished, modified, edited, uploaded, posted, transmitted, broadcast, transmitted or distributed in any way, including by e-mail or other electronic means, without the express prior written consent of Symphonic in each instance.

2.6. Purchases. If you purchase products or services or make payments in connection with the Services, you may be asked to supply certain information including credit card or other payment information. By initiating a transaction, you warrant and represent that, you (i) are eighteen (18) years old or older, and (ii) have the legal right to use the payment means you select. You agree that all information that you provide will be accurate, complete, and current. You agree to pay all charges, including shipping and handling charges (if applicable), incurred by users of your credit card or other payment mechanism at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. Symphonic will be entitled to change the fees or pricing and availability of any particular products or services without prior notice at any time. Any and all payments to Symphonic are non-refundable.

3. User Content

3.1. User Content. "User Content" means any and all information, data and content that you or another user submits to, or uses with, the Services (but excluding so-called all "Client Content" as may be defined in and will be governed by any separate written distribution or other agreement executed by you and Symphonic, a "Separate Agreement"). You are solely responsible for your User Content. You assume all risks associated with submission of your User Content, including in respect of any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate our Acceptable Use Policy (defined in Section 3.3). You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by Symphonic. Because you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. Symphonic is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire. In the event that there is any conflict or any inconsistency between this Agreement and the terms and conditions of any Separate Agreement, the terms and conditions of the Separate Agreement shall prevail.

3.2. License. You hereby grant (and you represent and warrant that you have the right to grant) to Symphonic an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, for the purposes of including your User Content in the Services. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

3.3. Acceptable Use Policy. The following terms constitute our "Acceptable Use Policy":

- (a) You agree not to use the Services to (1) collect, upload, transmit, display, or distribute

any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party; (2) solicit, request or collect personal information for commercial or unlawful purposes or to send bulk emails, surveys or other mass messaging; or (3) impersonate or attempt to impersonate Symphonic or any other person.

(b) In addition, you agree not to: (i) upload, transmit, or distribute to or through the Services any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Services unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Services to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Services, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Services (or to other computer systems or networks connected to or used together with the Services), whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Services; (vii) use software or automated agents or scripts to produce multiple accounts on the Services, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Services (provided, however, that we may grant to the operators of public search engines permission to use spiders to copy materials from the Services for the purpose of and to the extent necessary for creating publicly available searchable indices of the materials, subject to parameters we may set from time to time), or (viii) violate any applicable law, regulation or policy.

(c) Further, you represent and warrant that you have not engaged nor have you authorized or permitted any third party to engage, and you agree not to engage or authorize or permit any third party to engage, in any of the following activities or any similar such activities (individually and collectively, "Improper Activity") in respect of the Client Content you submit to Symphonic: any so-called "illegal boosting," "fraudulent streaming," or "juicing" activities or any similar activities designed to artificially inflate the amount of streams, transmissions, impressions, plays, views, engagements, logs, clicks, or other exploitations in respect of the Client Content, including, without limitation via the use of bots, third party tools or services, or any other method of fabricating, manipulating,

artificially increasing, intentionally boosting or improperly aggregating the amount or number of streams, transmissions, impressions, plays, views, engagements, clicks, logs, or other exploitations for any Client Content. You will have no legal or equitable interest of any kind, or any right whatsoever, at any time, to receive any royalties or other revenues generated as a result of or in any way relating to streams, transmissions, impressions, plays, views, engagements, clicks, logs, or other exploitations of Client Content which Symphonic, in its sole and absolute discretion, suspects or deems to constitute, or otherwise attributes to Improper Activity.

3.4. Enforcement. We reserve the right (but have no obligation) to review any User Content, as well as the right to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of this Agreement or any Separate Agreement or otherwise create liability for us or any other person or entity. Without limiting any of Symphonic's available rights or remedies under this Agreement, any Separate Agreement or at law or in equity, such action may include removing or modifying your User Content, suspending or terminating your Account in accordance with Section 8, and/or reporting you to law enforcement authorities.

3.5. Feedback. If you provide Symphonic with any feedback or suggestions regarding the Services ("**Feedback**"), you hereby assign to Symphonic all rights in such Feedback and agree that Symphonic shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. Symphonic will treat any Feedback you provide to Symphonic as non-confidential and non-proprietary. You agree that you will not submit to Symphonic any information or ideas that you consider to be confidential or proprietary.

3.6. Promotions. Any contests, sweepstakes, surveys, games, or promotions (collectively "**Promotions**") made available in connection with the Services may be governed by specific rules ("**Rules**") that are separate from this Agreement. By participating in any such Promotions, you will become subject to those Rules, which may vary from the terms of this Agreement. You should carefully review any specific Rules applicable to a particular Promotion along with our Privacy Policy, which, in addition to this Agreement and such Rules will govern any information you submit in connection with such activities. To the extent that the Rules for a Promotion conflict with this Agreement, the Promotion Rules shall control.

4. Indemnification. Without limiting any of Symphonic's available rights or remedies under this Agreement, any Separate Agreement or at law or in equity, you agree to indemnify and hold Symphonic (and our affiliates and our and their respective officers, directors, employees, and agents) harmless, including in respect of costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Services, (b) your violation of this Agreement or any Separate Agreement, (c) your violation of applicable laws or regulations or (d) your User Content

or Client Content. Symphonic reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Symphonic. Symphonic will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it, provided that any failure of Symphonic to notify you of any claim will not relieve you of your indemnification obligations hereunder.

5. Third-Party Links & Ads; Other Users

5.1. **Third-Party Links & Ads.** The Services may contain links to third-party websites, content and services, and/or display advertisements for third parties (collectively, "**Third-Party Links & Ads**"). Such Third-Party Links & Ads are not under the control of Symphonic, and Symphonic is not responsible for any Third-Party Links & Ads. Symphonic does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads.

5.2. **Other Users.** Each user of the Services is solely responsible for any and all of its own User Content. You acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. Your interactions with other users (if any) are solely between you and such users. You agree that Symphonic will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any other user, we are under no obligation to become involved.

5.3. **Release.** You hereby release and forever discharge Symphonic (and our affiliates and our and their respective officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Services (including any interactions with, or act or omission of, other users or any Third-Party Links & Ads). IF YOU ARE A RESIDENT OF THE STATE OF CALIFORNIA, USA, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

6. Disclaimers

THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND SYMPHONIC (AND OUR SUPPLIERS AND PARTNERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS AND PARTNERS) MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

7. Limitation on Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SYMPHONIC (OR OUR SUPPLIERS OR PARTNERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM OR BUSINESS, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT AND THE SERVICES (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF FIFTY US DOLLARS (U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS AND PARTNERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Term and Termination. Subject to this Section 8, this Agreement will remain in full force and effect while you use the Services. We may suspend or terminate your rights to use the Services (including your Account, if any) at any time for any reason at our sole discretion, including for any use of the Services in violation of this Agreement. Upon termination of your rights under this Agreement, your Account and right to access and use the Services will terminate immediately. You understand that any termination of your Account may involve permanent deletion of your User Content associated with your Account. Symphonic will not have any liability whatsoever to you for any termination of your rights under this Agreement, including for termination of your account or deletion of your User Content. Even after your rights under this Agreement are terminated, the following provisions of this Agreement will remain in effect: Sections 2.2 through 2.6, and Sections 3 through 11.

9. Copyright Policy.

If you believe that another user is, through the use of the Services, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated Copyright Agent, who can be reached at copyright@symdistro.com:

1. your physical or electronic signature;
2. identification of the copyrighted work(s) that you claim to have been infringed;
3. identification of the material on the Services that you claim is infringing and that you request us to remove;
4. sufficient information to permit us to locate such material;
5. your address, telephone number, and e-mail address;
6. a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
7. a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

10. Patents.

Symphonic Distribution is a leading provider of digital music distribution and other services including video distribution, royalty records and payments, marketing services, User Generated Content management and monetization, rights management, physical distribution and sync licensing.

This is intended to serve as notice under 35 U.S.C. § 287(a).

SymphonicMS / Catalog Transfer Technology

U.S. Patent Nos. 10,963,507; 11,068,535

11. General

11.1. **Changes.** This Agreement is subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on the Services. If you have provided us with an e-mail address, you are responsible for ensuring that it is your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to this Agreement will be effective upon the earlier of two (2) calendar days following our dispatch of an e-mail notice to you (if applicable) or two (2) calendar days following our posting of notice of the changes on any of the Services. These changes will be effective immediately for new users of the Services. Continued use of the Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

11.2. **Export.** The Services may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Symphonic, or any products utilizing such data, in violation of the United States export laws or regulations.

11.3. **Disclosures.** Symphonic is located at the address set forth below. If you are a resident of the state of California, USA, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210.

11.4. **Electronic Communications.** The communications between you and Symphonic use electronic means, whether you use the Services or send us e-mails, or whether Symphonic posts notices on the Services or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Symphonic in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Symphonic provides to you electronically satisfy any legal requirement that such

communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

11.5. Your Privacy. At Symphonic, we respect the privacy of our users. For details, please see our Privacy Policy, which may be accessed here, www.symphonic.com/privacy-policy. By using the Service, you consent to our collection and use of personal data as outlined therein.

11.6. Miscellaneous. This Agreement shall be governed by the laws of the State of New York, USA, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. The parties agree the state and federal courts sitting in New York, New York, USA shall have exclusive jurisdiction over any dispute arising out of or relating to this Agreement and the parties waive any objection based on venue or inconvenient forum. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including expert witness fees. This Agreement (together with any Separate Agreement and/or separate terms, conditions and/or rules posted by Symphonic) constitutes the entire agreement between you and us regarding the use of the Services. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Symphonic is that of an independent contractor, and neither party is an agent or partner of the other. This Agreement, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without our prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Symphonic may freely assign this Agreement. The terms and conditions set forth in this Agreement shall be binding upon assignees.

11.7. Trademark Information. All trademarks, logos and service marks ("**Marks**") displayed in connection with the Services are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

11.8. Force Majeure. Neither party will be responsible to the other for any delay in performing under this Agreement which results from civil disturbance, undeclared or declared war or other hostilities, acts of terrorism, acts of anarchy, labor strikes or interruptions, earthquakes or other acts of Nature or acts of God, governmental orders, diseases, pandemics, or any cause beyond the reasonable control of such party.

11.9. Contact Information:

Symphonic Distribution, Inc.
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Tampa, FL 33602
legal@symdistro.com