

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this “**Agreement**”) is entered into by and between Macro Labs, Inc. d/b/a PodRoll, a Wyoming corporation with an address of 228 Park Ave S # 80012 New York, NY 10003 (“**PodRoll**”) and the customer (the “**Customer**”) that is identified on an Order Form entered into between PodRoll and Customer, and is effective as of the date that the applicable Order Form is executed by the Customer and PodRoll (the “**Effective Date**”). By signing an Order Form referencing this Agreement, and/or by accessing any Services, Customer agrees to be bound by this Agreement. PodRoll and Customer may be individually referred to as a “**Party**” or collectively as the “**Parties**” under this Agreement. Capitalized terms used but not defined in the main body of the Agreement will be as defined in Exhibit 1.

1. SERVICES.

1.1 Content Recommendations Services. During the Term (as defined below), Customer may desire to engage PodRoll to perform certain services which may include selling Content Recommendations on the available Podcast Inventory on Customer’s owned or operated Podcasts and/or third party Podcasts which Customer has the right to represent (e.g., for which it has monetization rights for), through use of PodRoll’s proprietary SaaS-based platform (such Content Recommendations, together with access to the PodRoll platform as set forth herein, collectively, the “**Services**”). Subject to the terms and conditions set forth in this Agreement, PodRoll shall use commercially reasonable efforts to perform the Services described herein and in the Order Form. Each such Order Form shall be incorporated by reference herein, and will be subject to the terms and conditions of this Agreement. The Order Form shall describe the fees, costs and expenses payable by the Customer to PodRoll in connection with the performance of the Services, and shall become effective upon execution by authorized representatives of both Parties.

1.2 Approval of Content Recommendations: Pricing. Customer will have the right to pre-approve all Content Recommendations before they are placed in the Podcast Inventory, as well as the price paid for such placements through the PodRoll platform (Customer may provide such approvals either individually (e.g., on a case by case basis), or on a more general basis with respect to content category and price for all Content Recommendations). PodRoll will supply a dashboard to Customer in the PodRoll platform in order to facilitate the efficient approval of Content Recommendations. Once approved, each Content Recommendation will run after the complete file of the Podcast(s) has finished (i.e., after any post-roll spots).

1.3 Platform Access. In connection with the Services described above, PodRoll will provide Customer with access to its PodRoll platform pursuant to Section 3 below.

1.4 No Custom Development. Nothing contained in this Agreement guarantees that PodRoll will provide Customer with any product upgrades, new features development, and/or enhancements of the Services during the Term of the Agreement. In addition, nothing in this Agreement will be construed to require PodRoll to perform any custom development relating to the Services in any manner whatsoever for Customer. Any custom work will require a separate agreement, including a Statement of Work as mutually agreed upon by the Parties in writing, which sets forth the development work to be provided, and the additional fees for such work, as applicable.

1.5 Measurement. Downloads will initially be measured against the IABv2 standard, however PodRoll may, in its sole discretion, implement an enhanced measurement approach to ensure listener engagement with recommendations. The measurement approach used will remain consistent between Sellers (e.g., Customer) and Buyers on the PodRoll platform.

1.6 Exclusivity. In the event that Customer and PodRoll enter into an exclusive arrangement with respect to PodRoll’s selling of third party Content Recommendations in the Podcast Inventory, the terms of the Order Form will apply.

2. ECONOMICS.

2.1 **Fees**. Customer shall pay PodRoll, in accordance with the terms of the Order Form(s), the fees, costs and expenses (collectively, the “**Fees**”) identified in such Order Form for PodRoll’s provision of the Services, as

applicable. Except as expressly set forth in an Order Form, all Fees are due upfront, in full, and are non-refundable, and will be invoiced on the Effective Date. The Fees billed to Customer by PodRoll, as applicable, are exclusive of taxes and other similar charges, and Customer shall be solely responsible for and shall pay all duties, fees, sales (unless an exemption certificate is furnished by Customer to PodRoll), use, value-added, and similar taxes (except for taxes imposed on PodRoll's net income) in connection with this Agreement, or furnish PodRoll with evidence acceptable to the taxing authority to sustain an exemption therefrom. Customer will make all payments of all Fees to PodRoll within thirty (30) days after the date of the applicable invoice therefor, unless other payment terms are set forth in the applicable Order Form. All such payments hereunder shall be made by Customer free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of the Fees to PodRoll will be Customer's sole responsibility. In addition, Customer will set the pricing for the Content Recommendations in the PodRoll platform when it is acting as a Buyer of Podcast Inventory for Content Recommendations; Sellers will then decide whether or not to accept such pricing. When Customer is acting as a Buyer of Content Recommendations, the pricing set in the PodRoll platform (and the payment terms in the Order Form) will apply.

2.2 Revenue Share. PodRoll will provide Customer the percentage of all revenue recognized and actually received by PodRoll in accordance with generally accepted accounting principles (e.g., US GAAP) in connection with the sale and utilization of all Content Recommendations in the Podcast Inventory sold by PodRoll under the Agreement, as set forth in the Order Form (the "Revenue Share"). Price of the placements will be determined by the agreements between PodRoll and Buyers. Payment of the Revenue Share to Customer hereunder will be provided to Customer within 30 days of its receipt by PodRoll. PodRoll will provide Customer with its portion of the Revenue Share on a monthly basis, within thirty (30) days after the end of the prior month for which it received eligible revenue hereunder.

2.3 Late Payments. Any undisputed invoices remaining unpaid after thirty (30) days shall bear a service charge of the greater of either: (i) one and one-half (1 1/2) per cent per month on unpaid amounts; or (ii) the maximum amount permitted to be charged under applicable law, until payment is received by PodRoll in full. In addition, Customer shall pay PodRoll's costs of collection including, but not limited to all outside attorneys' fees.

3. ACCESS AND USE; INTELLECTUAL PROPERTY; RESTRICTIONS.

3.1 Provision of Access. Subject to the terms and conditions contained in this Agreement and any applicable Order Form, PodRoll hereby grants to Customer solely during the Term: (a) a non-exclusive, non-transferable, right to allow Customer access to the features and functions of the PodRoll platform and related Data in accordance with the terms and conditions of this Agreement for Customer's internal business purposes; and (b) a non-exclusive, non-transferable and non-sublicensable right to use the Documentation (as defined in Section 3.3 below) solely for use in connection with Customer's access and use of the PodRoll platform. As part of the onboarding process, PodRoll will provide to Customer the necessary passwords and network links (i.e., Web address) to allow Customer to access the PodRoll platform. In addition, all Documentation will be made available through the PodRoll platform. For purposes of this Agreement, "Data" means any data that is accessible to Customer via the Services.

3.2 APIs. Initial access to the PodRoll platform will be via a Web browser as set forth above. Nevertheless, during the Term of the Agreement, PodRoll may, as applicable, make certain application programming interfaces (APIs), API access tokens, HTML scripts, data import tools, or other software available to Customer as part of its use of the PodRoll platform and/or access to the PodRoll platform, as applicable (collectively, "PodRoll APIs"). In such event, PodRoll grants Customer a non-exclusive, non-transferable license, during the Term, to use the PodRoll APIs solely to access and use the PodRoll platform in accordance with this Agreement.

3.3 Ownership. PodRoll (or its licensors) shall at all times own all right, title and interest in and to all code (both object code and source code), tools, routines, programs, designs, technology, ideas, processes, formulas, techniques, improvements, inventions and works of authorship, including, without limitation, related documentation related to the Services (e.g., FAQs, tutorials, demos, etc.) ("**Documentation**") which were previously owned or licensed to PodRoll or which are made, developed, conceived or reduced to practice by PodRoll in connection with this Agreement, and all Intellectual Property Rights (defined below) contained therein, including but not limited to, the PodRoll platform, PodRoll APIs, and all technology related thereto (and all improvements, upgrades and updates

thereto), together with the Analytical Data (as defined in Section 4.2 below) (collectively, the “**PodRoll IP**”). Without limiting the generality of the foregoing, PodRoll may utilize all comments and suggestions for improvements or modifications, to any of PodRoll’s products, services or any other PodRoll IP, whether written or oral, furnished by Customer to PodRoll in connection with this Agreement and any Order Form. (All reports, comments and suggestions provided by Customer hereunder constitute, collectively, the “**Feedback**”). Accordingly, any developments or modifications made by Customer or PodRoll relating to any PodRoll product or service, or other PodRoll IP, whether or not influenced or suggested by Customer, are the sole and exclusive property of PodRoll. If Customer is ever held or deemed to hold any right, title or interest in or to such developments or modifications or the Feedback, then Customer hereby irrevocably assigns to PodRoll all such right, title and interest. Notwithstanding the foregoing, unless otherwise expressly set forth in the applicable Order Form, Customer shall own all Intellectual Property (as defined below) furnished to PodRoll by Customer hereunder, including the Customer Content (the “**Customer IP**”). For purposes of this Agreement, “**Intellectual Property**” or “**Intellectual Property Rights**” collectively means any and all patents, patent registrations, patent applications, business processes, copyrights, data rights, trademarks, trade names, service marks, service names, trade secrets, mask works, moral rights, know-how or any other similar right arising or enforceable under the laws of the United States, any other jurisdiction, or bilateral or multi-lateral treaty regime.

3.4 Restrictions. Except as expressly permitted herein or in an applicable Order Form, Customer shall not, and shall not permit any of its employees or any third party to: (i) use, reproduce or distribute the PodRoll platform or PodRoll IP in any manner inconsistent with the license grants set forth in Sections 3.1 or 3.2 above; (ii) modify, translate into any code or language, or make any derivative work of the PodRoll platform or PodRoll IP or any parts thereof; (iii) decompile, disassemble, reverse engineer or otherwise attempt to reconstruct, discover or use the source code of the PodRoll platform or PodRoll IP for any purpose or provide or make available the source code to any third party, (except to the limited extent, if any, permitted under applicable law for interoperability purposes); (iv) provide, resell, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use the PodRoll platform or PodRoll IP to or for the benefit of any third party; (v) remove any product identification, copyright or other proprietary notices that are included within the PodRoll IP; or (vi) use any information or Data regarding the Services to build a product or service that competes with the Services or to prepare or publish benchmarks, comparison, or evaluations of the Services. Customer shall reproduce all such notices on all copies of the PodRoll IP, as applicable. Customer is solely responsible for maintaining the confidentiality and security of its username and password, and Customer will remain responsible for all use of its username and password, and all activity emanating from its account, whether or not such activity was authorized by Customer.

3.5 Support. PodRoll will be reasonably available to provide Customer with problem resolution and technical support in connection with the Services during the Term (the “Support Services”) in accordance with PodRoll’s then-current Service Level Agreement (“SLA”), the current version of which is located at <https://podroll.fm/legal/sla>. PodRoll’s Support Services’ email address will be provided to Customer by PodRoll during the onboarding process.

3.6 Backups. While PodRoll does routinely backup the PodRoll platform, Customer acknowledges that it remains responsible for backing up all of its data. Customer acknowledges that PodRoll will not have any liability to Customer for any loss of any of the Customer data whatsoever in connection with use of the PodRoll platform.

3.6 Cloud Subscriptions. Customer is responsible for any network or Internet connectivity required to access or use the PodRoll platform over the Internet. Customer consents to the processing and storage of Customer data provided to PodRoll on hardware owned or controlled by third party service providers (i.e. AWS) that are used in connection with the provision of the Services. In addition to the restrictions in Section 3.4 above, Customer will not (a) use the PodRoll platform to transmit to or make available any denial of service attack, virus, worm, Trojan horse or other harmful code or activity, (b) attempt to probe scan or test the vulnerability of the PodRoll platform, or (c) use the PodRoll platform in a way that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on the PodRoll cloud infrastructure.

3.7 Third Party Services. Customer acknowledges that PodRoll may also distribute, use and provide Customer data and Customer Content to PodRoll’s service providers who act on PodRoll’s behalf in providing the Service (e.g. third party web hosting providers); as well as to third parties chosen by PodRoll that are used to

provide various additional services (and enhancements), and which can be provided for the benefit of Customer, (e.g., analytics services, and any other value-added services which may be offered by PodRoll from time to time in connection with the Services provided under this agreement, as applicable).

3.8 Limitations. PodRoll will not be responsible for correcting any errors not reproducible by PodRoll or errors caused by: (a) Customer's failure to implement all updates provided by PodRoll under this Agreement; (b) changes to the operating system or environment which adversely affect the Services; (c) any alterations of or additions to the Services made by parties other than PodRoll; (d) use of the PodRoll platform in a manner for which it was not designed; or (e) accident, negligence, or misuse of the Services.

4. CONFIDENTIALITY.

4.1 Ownership of Confidential Information. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party, and will remain the sole property of the disclosing Party or such third party.

4.2 Mutual Confidentiality Obligations. Each Party agrees as follows: (a) to use Confidential Information disclosed by the other Party only for the purposes described herein; (b) that such Party will not reproduce Confidential Information disclosed by the other Party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (c) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (d) to restrict access to the Confidential Information disclosed by the other Party to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (e) to the extent practicable, return or destroy, all Confidential Information disclosed by the other Party that is in its possession upon termination or expiration of this Agreement. Notwithstanding the foregoing, Customer agrees that PodRoll may collect aggregated statistical data regarding Customer's use of the Service and provide such aggregated statistical data to third parties, and use such data for the purposes of providing, enhancing, and improving the Service and to develop other products and services (collectively, "Analytical Data"). In addition, PodRoll may use third party platforms and tools that meet our security and privacy policy requirements in order to assist with the collection of such Analytical Data. In no event shall PodRoll provide to third parties specific data specifically identifying Customer.

4.3 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 4.1 and 4.2 will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient; or (f) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do. The obligations set forth in this Section 4 shall survive the termination or expiration of this Agreement for a period of two (2) years; provided that, with respect to trade secrets of the disclosing Party, such obligations will remain in effect as long as such Confidential Information remains a trade secret under applicable law.

5. DATA PRIVACY.

5.1 As of the Effective Date, Customer is to provide to PodRoll IP addresses and user agent data of Customer's end users in connection with providing the Services and related reporting. Any Customer-related data will be processed and stored in accordance with PodRoll's then-current data retention and data privacy policy. In addition, each party shall be responsible for securing and managing any information, including any Personal Data, shared with the other party.

5.2 Data Processing Addendum. Each party is an independent controller for purposes of the processing of any shared Personal Data. Further, the processing of shared Personal Data is governed by the Controller to Controller Data Processing Agreement (“DPA”), which is set forth at <https://podroll.fm/legal/dpa> and which is hereby incorporated into and made part of this Agreement.

6. WARRANTIES AND DISCLAIMER.

6.1 Mutual. Each Party represents and warrants that it has the full right, power, and authority to enter into this Agreement, to discharge its obligations hereunder, and to grant the rights granted hereunder. In addition, each Party represent and warrants that it will comply with all applicable laws and regulations in exercising its rights and performing its obligations under this Agreement.

6.2 PodRoll Warranties. PodRoll additionally warrants that: (a) the Services performed by PodRoll hereunder shall be performed in a professional manner, commensurate with industry standards; and (b) to its knowledge, it has all right, title and interest, and all licenses necessary and appropriate to perform the Services described herein, and to enter into this Agreement. For any breach by PodRoll of the foregoing warranties, PodRoll shall re-perform any non-conforming Services at no additional charge to Customer which will constitute Customer’s sole and exclusive remedy for any such breach.

6.3 Customer Warranties. Customer additionally represents and warrants, that: (i) it has all right, title and interest, and all licenses necessary and appropriate to grant PodRoll the rights and licenses set forth in the Agreement to permit PodRoll to perform the Services described herein, including but not limited to, with respect to all Podcast Inventory and all of the music used in the Customer Content; (ii) the Podcast Inventory is not directed to children under the age of 13 (even if children are not the primary audience for such content); and (ii) Customer will not otherwise share or make available to PodRoll information about children under the age of 13 in connection with the sale of Podcast Inventory; (iv) PodRoll will not need to obtain licenses from any third party or pay royalties to any third party whatsoever (including, but not limited to, any unions, artists, or performing rights societies (e.g., ASCAP, BMI, SESAC, etc.)) for use of the Customer Content as contemplated under this Agreement; (d) the Customer Content does not and will not infringe upon any third party's rights, including any intellectual property rights (including any copyright, trademark, patent, or privacy rights, or any other proprietary rights); and any materials uploaded to the PodRoll platform including, without limitation, all Customer Content, does not contain anything that is defamatory, libelous, or that violates any confidentiality obligations Customer may have with a third party.

6.4 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE) UNDER THIS AGREEMENT. IN ADDITION, CUSTOMER ACKNOWLEDGES THAT, AS AN INTERNET-DELIVERED SOFTWARE APPLICATION, THE PODROLL PLATFORM MAY EXPERIENCE PERIODS OF DOWNTIME, INCLUDING BUT NOT LIMITED TO SCHEDULED MAINTENANCE, AND THIRD-PARTY SERVICE OUTAGES. PODROLL HAS NO OBLIGATION TO SCREEN OR MONITOR ANY CUSTOMER CONTENT OR DATA.

7. LIMITATION OF LIABILITY.

(1) NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, EXCEPT IN CONNECTION WITH CUSTOMER’S VIOLATION OF ANY OF THE LICENSE RESTRICTIONS SET FORTH IN THIS AGREEMENT, , EACH PARTY’S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE ARISING UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT UNDER THE ORDER FORM(S) DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES GIVING RISE TO SUCH LIABILITY;. (II) FURTHERMORE, EXCEPT IN CONNECTION WITH CUSTOMER’S VIOLATION OF ANY OF THE LICENSE RESTRICTIONS SET FORTH IN THIS AGREEMENT, EITHER PARTY’S INDEMNIFICATION

OBLIGATIONS, OR EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS (BUT SUBJECT AT ALL TIMES TO THE CAP SET FORTH IN (1) IMMEDIATELY ABOVE) , NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY UNDER THIS AGREEMENT FOR ANY LOSS OF USE, LOST PROFITS, INTERRUPTION OF BUSINESS OR ANY SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING PROVISIONS LIMITING DAMAGES AND EXCLUDING CONSEQUENTIAL DAMAGES WILL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES FOR BREACH OF WARRANTY SET FORTH HEREIN.

8. INDEMNITY.

8.1 (a) Customer shall indemnify, defend and hold PodRoll and its officers, directors, shareholders, employees, agents and representatives (each, a "**PodRoll Indemnitee**") harmless from and against any and all third party suits, actions, losses, demands, claims, damages, or other liabilities (including reasonable attorney's fees and costs) that may be suffered or incurred by any PodRoll Indemnitee arising from or relating to: (i) Customer's use of the Services in violation of the terms of this Agreement; or (ii) any breach or alleged breach of any of Customer's representations, warranties or obligations under this Agreement or any Order Form by Customer. (b) PodRoll shall indemnify, defend and hold Customer harmless from and against any and all third party suits, actions, losses, demands, claims, damages, or other liabilities (including reasonable attorney's fees and costs) that may be suffered or incurred by Customer arising from or relating to: (i) a third party claim that the technology used to provide the Services infringes or violates any third party intellectual property rights; or (ii) any breach or alleged breach of any of PodRoll's representations, warranties or obligations under this Agreement or any Order Form. PodRoll shall not be obligated to indemnify, defend, or hold harmless Customer hereunder to the extent: (i) the claim arises from or is based upon use by Customer of: (a) the Services in a manner for which they were not authorized by this Agreement; or (b) any unauthorized enhancements, modifications, alterations, or implementations of the Services; or (ii) the claim arises from use of the Services in combination with other modules, apparatus, hardware, software, or other services if the claim would not have arisen but for such combination.

8.2 Infringement Claims. In the event that PodRoll reasonably determines that the Services, are likely to be the subject of an claim of infringement or misappropriation of third-party rights, PodRoll shall have the right (but not the obligation), at its own expense and option, to: (i) procure for Customer the right to continue to use the Services for the remainder of the then-current Term, (ii) replace the infringing components of the Services with other components with the same or similar functionality that are reasonably acceptable to Customer, or (iii) suitably modify the Services so that they are non-infringing and reasonably acceptable to Customer. If none of the foregoing options are available to PodRoll on commercially reasonable terms, PodRoll (a) may terminate this Agreement without further liability to Customer, and (b) shall refund to Customer an amount equal to a pro rata portion of any Fees prepaid but unused by Customer hereunder as of the effective date of the termination for the infringing Services. This Section 8.2, together with the indemnity provided under Section 8.1, states Customer's sole and exclusive remedy, and PodRoll's sole and exclusive liability, regarding infringement or misappropriation of any intellectual property rights of a third party.

9. TERM AND TERMINATION; SUSPENSION.

9.1 Term. Unless otherwise specified in the Order Form, the initial term of this Agreement is effective as of the Effective Date and will continue for [12 months] thereafter, unless earlier terminated as set forth below. Thereafter, the Term will automatically renew for successive twelve (12) month periods, unless Customer provides written notice of termination at least thirty (30) days prior to the end of the then-current term. Fees for any such renewal term(s) will be in accordance with Section 2.1 above, as applicable. The initial term, together with any and all renewal terms, is collectively referred to as the "Term."

9.2 Termination. Either Party may terminate this Agreement for cause upon written notice to the other Party, if the other Party breaches this Agreement and does not cure such breach within thirty (30) days following

receipt of written notice thereof from the non-breaching Party. Such right to terminate this Agreement for cause shall be in addition to any other remedies available to the terminating Party at law or in equity. In addition to, and without limiting the foregoing, PodRoll may discontinue or suspend Customer's access to the Services immediately if (a) Customer fails to make a payment for 30 days following notice of its due date; (b) Customer has (or PodRoll reasonably suspects that it has) breached or misappropriated or infringed PodRoll's intellectual property or proprietary rights in the Services as determined by PodRoll in its sole discretion; and/or (c) PodRoll reasonably believes that Customer's acts or omissions hereunder could otherwise cause material detriment to its brand and/or pose significant legal risk to PodRoll. PodRoll will promptly restore access to the Services only after such violation(s) has been cured (if the violation is capable of cure).

9.3 Effect of Termination. Upon termination of this Agreement for any reason: (i) Customer and PodRoll shall promptly return or destroy all Confidential Information and other property of the other Party and upon request, shall certify in writing to such return and/or destruction; and (ii) any and all outstanding payment amounts owed hereunder, as applicable, will be paid out promptly.

9.4 Survival. Sections 3.2 ("Ownership"); 3.3 ("Restrictions"); 4 ("Confidentiality"), 6.5 ("Disclaimer"), 7 ("Limitation of Liability"), 8 ("Indemnity"), 9.3 ("Effect of Termination"), this Section 9.4 ("Survival") and 10 ("General") and any other terms of this Agreement which contemplate continuing effectiveness, together with all outstanding payment amounts, shall survive the termination or expiration of this Agreement for any reason.

10. GENERAL.

10.1 Marks. Customer hereby grants to PodRoll a non-exclusive, worldwide, perpetual, royalty-free right and license to use Customer's trademarks, trade names and other designations in or on any promotion or publication by any medium whatsoever for the purpose of identifying Customer as a PodRoll Customer and PodRoll may describe the work performed for Customer under this Agreement in or on any promotion or publication by any medium.

10.2 Other PodRoll Agreements. Nothing expressed or implied in this Agreement shall be deemed to restrict PodRoll's right or ability, whether during the Term or at any time thereafter, to enter into any business arrangement of whatever nature or description, including without limitation arrangements similar to those contemplated in this Agreement, with any other entity in any location.

10.3 Independent Contractor. PodRoll's relationship with Customer is solely that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, representation, joint venture or employment relationship between the Parties.

10.4 Governing Law; Forum; Equitable Relief. This Agreement and the Parties' rights and obligations hereunder shall for all purposes be solely and exclusive governed by, and construed and enforced under, the laws of the State of New York, without reference or giving effect to any conflict of laws or other principles which would result in the application of a different body of law. Except for any action for injunctive or other equitable relief (which may be brought at any time by either Party in any court of competent jurisdiction), the Parties hereby consent and agree to the exclusive jurisdiction of the state and federal courts located in the State of New York, in New York County for all suits, actions, or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to, objections based on improper venue or inconvenient forum, and each Party hereby irrevocably submits to the exclusive jurisdiction of such courts in any suits, actions, or proceedings arising out of or relating to this Agreement.

10.5 Notices. All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, email, or by certified or registered mail, return receipt requested, and deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth on the first page of this Agreement or such other address as either Party may specify in writing.

10.6 Severability. If any provision of this Agreement is unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or court decisions.

10.7 Waiver. The failure of either Party to require performance by the other Party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

10.8 Export. Each Party agrees not to export, directly or indirectly, any data acquired from the other Party or any products utilizing such data to countries outside the United States, which export may be in violation of the United States export laws or regulations or the laws and regulations of any other applicable jurisdiction.

10.9 Force Majeure. Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, shortages of electric power or other utilities, labor conditions, earthquakes, material shortages, or any other cause beyond the reasonable control of such Party.

10.10 Assignment. Neither Party may assign this Agreement to a third party without the other Party's written consent, except that a Party may assign this Agreement without such consent to a corporate Affiliate and/or as a consequence of a merger, consolidation, reorganization, change of control, or the sale of substantially all of its assets, equity and/or of the business to which this Agreement pertains. Any assignment in violation of the foregoing is null and void. This Agreement inures to the benefit of and is binding upon the Parties hereto and their permitted successors and assigns.

10.11 Entire Agreement. This Agreement (including all Order Forms and Exhibits) completely and exclusively states the entire agreement of the Parties regarding its subject matter. It supersedes, and its terms govern, all prior or contemporaneous proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. This Agreement, prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments or quotations. In the event of a conflict between any term or condition of this Agreement and the Order Form, the applicable term or condition set forth in the Order Form will govern. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of PodRoll and Customer by their duly authorized representatives.

10.12 Counterparts. The Agreement may be executed in counterparts (which may be exchanged electronically (e.g., by PDF or DocuSign), each of which will be deemed an original, but all of which together will constitute the same Agreement.

Exhibit 1

DEFINITIONS

“Affiliate” of a party means a legal entity that controls, is controlled by, or is under common control with such party. The term **“control”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

“Agreement” means collectively, this Master Services Agreement, together with the Order Form.

“Buyer” means the buyer of the Content Recommendation(s) for the Podcast Inventory.

“Confidential Information” shall mean all written or oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the generality of the foregoing, the PodRoll platform and PodRoll IP, any and all source code relating thereto, and the Documentation, all pricing and Fees relating to the Services, and any other non-public information or material regarding PodRoll’s legal or business affairs, financing, or customers will be deemed PodRoll’s Confidential Information.

“Content Recommendation(s)” means any message or other content included within the Customer Content, and that promotes third party podcasts to listeners of Customer’s Podcasts that are similar in subject matter, content and/or style. Each Content Recommendation sold under this Agreement can take the form of either: (a) a teaser/preview of a recommended podcast or (b) starting to play the next, recommended episode of a podcast.

“Customer Content” means any and all of Customer’s Podcasts, metadata, audio files, attachments, text, images, advertising creative and other content that Customer designates for PodRoll to provide the Content Recommendations under this Agreement, as applicable.

“Order Form” means an ordering document specifying the Services to be provided; the duration of the Services and the subscription to the PodRoll platform; the fees involved with the Services provided hereunder; as well as any additional terms and conditions applicable to a Service(s), and that is entered into between Customer and PodRoll. All Order Forms will be governed by and subject to the terms of this Agreement.

“Personal Data” will be as defined in the DPA.

“Podcast” or **“podcast”** means a digital audio file received or accessed on demand, which may be distributed by digital download, streaming or RSS feed or other similar technology, which allows end users to receive audio file(s).

“Podcast Inventory” means the post-episode inventory/space available at the end of the Podcast(s) for the placement of Content Recommendation(s) in or around the Podcast Inventory, which will be after the conclusion of the Podcast content (including any pre-existing post-roll ads). Customer may elect which Podcasts from its network that it wishes to make available to PodRoll to represent and sell, [however this shall be at the discretion of PodRoll and PodRoll may at any time, in its sole discretion, decline to represent any or all of Customer Content, and such rejected Customer Content shall not constitute Podcast Inventory.

“PodRoll IP” will be as defined in Section 3.3, together with any and all upgrades, updates, improvements, alterations or modifications based on or to any of the foregoing.

“PodRoll platform” is PodRoll’s proprietary, Internet-delivered SaaS platform of servers, software and related technology (currently called “PodRoll” as of the Effective Date and includes any successor versions or future names

thereof), that is hosted, served or managed by PodRoll or PodRoll's third-party service provider, access to which is furnished to Customer under this Agreement.

“Revenue Share” will be as defined in the Order Form.

“Seller” means a seller of Podcast Inventory for Content Recommendations.

“Service(s)” means the products and Services that are ordered by Customer under an Order Form or by clicking a box indicating Customer's acceptance, and will include those set forth in Section 1.1.