

Liberated Syndication Master Terms and Conditions

These Master Terms and Conditions were last updated on September 9, 2026. Capitalized terms used but not defined in the main body will be as defined below in Exhibit A attached hereto and made a part hereof.

These Master Terms and Conditions of Service (“Terms”) govern your access to and use of the websites, software, platforms, tools, applications, hosting, distribution, analytics, monetization, advertising, transcription, artificial intelligence, support, and related products and Services made available by Webmayhem, Inc., doing business as Liberated Syndication and Libsyn (“Libsyn,” “we,” “us,” or “our”). These Terms are a legally binding agreement between the customer accepting these Terms (“Customer,” “you,” or “your”) and Libsyn. By signing below or signing an Order referencing this Agreement, or by accessing any Services, you agree to be bound by the Agreement. Any terms in a purchase order or similar document supplied by Customer are rejected and have no effect unless expressly accepted in a writing signed by Libsyn.

I. SUBSCRIPTION

Subject to your compliance with this Agreement and payment of all applicable Service Fees, Libsyn grants you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable right during the applicable subscription term to access and use the Service solely for your own internal business or creator purposes, and solely in accordance with this Agreement, applicable service terms, and Libsyn’s Platform Policies (the “Subscription”). No rights are granted except as expressly set forth in this Agreement.

I-A. ELIGIBILITY AND ACCOUNT REGISTRATION

A. Age Requirement. You must be at least eighteen (18) years of age and have legal capacity to create an account, purchase or monetize Services, submit payment or tax information, or grant rights under this Agreement. A person under eighteen (18) may access certain listener-facing portions of the Libsyn Website only under the supervision of a parent or legal guardian and may not create or control an account. A parent, guardian, or entity wishing to host or monetize content created by a minor must be the Customer of record, provide all required consents and releases, and accept full responsibility for the minor and the content. Libsyn may require verification and may suspend or terminate an account if satisfactory verification is not provided.

If you access or use the Service on behalf of a company, podcast network, agency, advertiser, employer, or other entity, you represent and warrant that you have authority to bind that entity to this Agreement, and that you are at least eighteen (18) years old. In that case, “you” and “your” refer to both you individually and that entity.

B. Account Security. You are responsible for maintaining the confidentiality of your account credentials, including your username and password, and for all activities that occur under your account. You agree to: (i) create a strong password that you do not use with any other website or service; (ii) notify Libsyn immediately at security@libsyn.com upon becoming aware of any unauthorized use of your account or any other breach of security; and (iii) ensure that you log out of your account at the end of each session when accessing the Service from a shared or public device. Libsyn shall not be liable for any loss or damage arising from your failure to comply with the foregoing obligations. You acknowledge and agree that you are solely responsible for all activity on your account, whether or not you authorized such activity.

C. Account Information. You represent and warrant that all information you provide during account registration and at all times thereafter is truthful, accurate, current, and complete. You agree to promptly update your account information to maintain its accuracy.

II. LIBSYN WEBSITE CONTENT

There are two categories of Libsyn Website Content – that which belongs exclusively to Libsyn (“Libsyn Content”) and that which belongs exclusively to you (“Your Content”) (collectively, “Content”). Libsyn Content is all text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code, including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement thereof, contained on the Libsyn Website, exclusive of Your Content. All Libsyn Content is owned, controlled or licensed by or to Libsyn, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. Your Content is all data, graphics, audio, text, names, marks, logos, hypertext links to other Web sites and other audio and/or visual information incorporated in, transmitted through or published or displayed incident to or via your Podcast. All of Your Content is owned exclusively by you.

Except as expressly provided in these Terms, no part of the Libsyn Website and no Libsyn Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “mirroring”) to any other computer, server, Web site or other medium for publication or distribution or for any commercial enterprise, without Libsyn’s express prior written consent.

You shall be solely responsible for Your Content and all obligations and consequences of uploading or publishing Your Content. You agree and warrant that you own and/or have the rights to Your Content and all related brand materials and marks.

Libsyn does not warrant or endorse, does not assume and will not have any liability or responsibility for Your Content. In connection with your use of the Service and the Libsyn Website, You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party and that Libsyn is not in any way responsible for any such use by you.

III. LIBSYN’S SERVICE

3.1 Support. Subject to the terms and conditions of this Agreement (including but not limited to the restrictions in Article 5 below), Libsyn will use commercially reasonable efforts to operate and deliver the Service.

3.2 Ownership; Feedback. As between the Parties, Libsyn owns and retains all right, title and interest in and to the Service and all software, databases and other aspects and technologies related to the Libsyn Platform (including but not limited to, the Libsyn APIs), any enhancements, modifications or derivative works thereof, any materials made accessible to Customer by Libsyn through the Service or otherwise, and all intellectual property rights in and to all of the foregoing (collectively, “**Libsyn IP**”). In addition, Customer is not obligated to provide Libsyn with any suggestions or feedback about any of its products or services (“**Feedback**”). To the extent Customer does provide Feedback to Libsyn, Customer assigns ownership of such Feedback to Libsyn and Libsyn may use and modify such Feedback without any restriction or payment whatsoever.

3.3 Beta Services. In the event that at any point during the Term, Libsyn offers a product, service, tool or program that is in a “test,” “experimental,” or “alpha” or “beta” mode (“**Test Program**”) and, if Customer chooses to participate in the Test Program, Customer acknowledges and agrees that: (i) the Test Program is Libsyn’s Confidential Information; (ii) as the Test Program is experimental, to the extent permitted by applicable law, Libsyn disclaims any and all warranties, express or implied, regarding the Test Program; and (iii) Libsyn is not obligated to provide or continue support for the Test Program and Libsyn may modify, suspend or discontinue the Test Program at any time.

3.4 APIs. Initial access to the Libsyn Services will be via a Web browser. Nevertheless, during the Term of the Agreement, Libsyn 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 Libsyn Platform and/or access to the Libsyn Service, as applicable (collectively, “**Libsyn APIs**”). In such event, Libsyn grants Customer a non-exclusive, non-transferable license, during the Term, to use the Libsyn APIs solely to access and use the SaaS Services in accordance with this Agreement.

3.5 Changes: No Custom Development. Libsyn reserves the right, in its sole discretion, to make any changes to the Libsyn Service that it deems necessary or useful to: (i) maintain or enhance: (A) the quality or delivery of Libsyn’s Service to its customers; (B) the competitive strength of or market for Libsyn’s services; or (C) the Libsyn Service’s cost efficiency or performance; or (ii) to comply with applicable law. Notwithstanding the foregoing, nothing contained in this Agreement guarantees that Libsyn will provide Customer with any product upgrades, new features development, and/or enhancements of the Services during the Term of the Agreement. In addition to and without limiting the generality of the foregoing, nothing in this Agreement will be construed to require Libsyn to perform any custom development relating to the Libsyn Service in any manner whatsoever for Customer. Any such 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.

IV. LICENSES TO LIBSYN

4.1 Hosting, Distribution, and Technical License. You grant Libsyn a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to host, store, cache, copy, reproduce, encode, transcode, digitize, convert, normalize, modify for technical purposes, distribute, transmit, publish, publicly perform, publicly display, make available, and otherwise use Your Content as necessary or useful to provide, operate, maintain, secure, improve, promote, and support the Service

4.2 Distribution to Third-Party Platforms. If you enable distribution to any Third-Party Platform, you authorize Libsyn to provide Your Content, feeds, metadata, artwork, transcripts, listener-facing materials, and related data to such Third-Party Platform and to grant any rights and perform any related operational acts as reasonably necessary to enable such distribution and to comply with any Third-Party Platform requirements, as applicable. You acknowledge that Third-Party Platforms may require separate terms and may remove, reject, reclassify, demonetize, restrict, or otherwise affect Your Content, and Libsyn is not responsible for any such Third-Party Platform action.

4.3 Analytics, Advertising, and Product Improvement. You grant Libsyn the right to use Your Content and data contained in, derived from, or generated through Your Content and your use of the Service for analytics; to provide and improve the Service; for monitoring of the Libsyn Platform; to prevent fraud and Invalid Activity; provide attribution and audience measurement; and comply with applicable legal and Third-Party Platform requirements. Libsyn may use Your Content for advertising, ad insertion, audience targeting, or other monetization only if Customer affirmatively enrolls in the applicable monetization feature or the applicable Order Document or Service Terms expressly authorizes that use.

4.4 Brand and Promotional Rights. You grant Libsyn the right to use your show name, episode titles, artwork, logos, trademarks, service marks, screenshots, clips, and other branding elements associated with Your Content in connection with operating, promoting, marketing, and describing the Service and Libsyn’s business, including case studies, promotional materials, and platform directories. Customer will be responsible for securing all guest/talent/publicity rights for all such Customer-authorized promotional use.

4.5 Ownership. Except for the rights expressly granted to Libsyn, you retain all rights in Your Content (including all intellectual property rights). and all modifications, enhancements, and derivative works of the foregoing.

4.6 Survival of Copies. Removal of Your Content from the Service will terminate Libsyn's license under this Section within a commercially reasonable time, except that Libsyn may retain copies as necessary for backup, archival, legal, compliance, analytics, security, billing, dispute-resolution, and ordinary business purposes. Libsyn cannot guarantee deletion of Your Content from Third-Party Platforms, caches, search engines, end-user devices, or other services outside Libsyn's control. In addition, termination of the Agreement will not affect the rights of any listeners who downloaded Your Content prior to termination.

4.7 Libsyn Platform Monetization.

If Customer elects to participate, Libsyn may make advertising, sponsorship, programmatic ad sales, dynamic ad insertion, audience targeting, marketplace, revenue-share, subscription, donation, and other monetization features available through the Service from time to time. Such monetization features are available only if approved by Libsyn, enabled for your account, and are also subject to the corresponding monetization Service Terms, which will include each party's specific Net Advertising Revenue shares from such monetization. In such event, Customer hereby authorizes Libsyn to insert, remove, replace, target, serve, measure, and report on Ads and to provide advertisers, agencies, measurement providers, and Third-Party Platforms the content, metadata, audience segments, and reporting reasonably necessary to perform the elected monetization services.

Libsyn's measurements, analytics, reporting, download counts, impression counts, Invalid Activity determinations, and revenue calculations will control for all monetization, billing, and payout purposes, unless a separate written agreement expressly provides otherwise. Libsyn may withhold, offset, suspend, delay, reduce, claw back, or recoup any Advertising Payments or other amounts payable to you to cover amounts you owe Libsyn, Invalid Activity, chargebacks, refunds, advertiser credits, makegoods, tax withholding, payment processor fees, suspected fraud, policy violations, or amounts required by law or Third-Party Platform requirements.

V. USE OF THE LIBSYN WEBSITE AND SERVICE

5.1 Customer will not: (a) sell, rent, sublicense or lease any part of the Libsyn Platform to any third party; (b) engage in Invalid Activity; (c) interfere with the Libsyn Platform or disrupt any other user's access to the Libsyn Platform; (d) reverse-engineer, decompile, disassemble, modify, or create derivative works based on the Libsyn Platform, the Libsyn IP, or any part thereof; (e) submit to the Libsyn Platform any content or data that contains mass mailings or any form of "spam"; (f) interfere or attempt to interfere with the proper working of the Libsyn Platform, including the submission of any Malicious Code to the Libsyn Platform; (g) use any robot, spider, data scraping, extraction tool or similar mechanism with respect to the Libsyn Platform; (h) access the Services for any competitive purposes; or (i) use the Service in violation of applicable law, export controls, sanctions, privacy laws, advertising laws, FTC endorsement rules, or Libsyn's Platform Policies.

VI. PAYMENT TERMS

6.1 You are responsible for maintaining accurate and current account, billing, tax, and payment information. Libsyn is not responsible for any suspension, interruption, failed payout, failed renewal, loss of access, or other issue caused by inaccurate, outdated, invalid, or incomplete account, billing, tax, or payment information.

6.2 Unless otherwise agreed in writing, all fees are payable in advance and are non-refundable except as required by law or expressly stated in this Agreement. You authorize Libsyn and its payment processors to charge your credit card, debit card, PayPal account, ACH account, bank account, or other designated payment method for all Service Fees, renewals, overages, taxes, and other amounts due. Subscriptions automatically renew for successive periods equal to the expiring Subscription Term unless cancelled

through the account settings or through written notice provided to Libsyn at least 30 days before the renewal date. For a renewal period, Libsyn may increase Service Fees by up to five percent (5%) over the immediately preceding Subscription Term upon notice to Customer (which may be provided in the Service); any greater increase requires the notice specified in the applicable Order Document or, for self-service subscriptions, notice before renewal.

6.3 Service Fees are exclusive of sales, use, value-added, goods and services, harmonized sales, digital services, excise, gross-receipts, withholding, and similar transaction taxes, duties, fees, assessments, and governmental charges, except taxes based solely on Libsyn's net income ("Applicable Taxes"). Libsyn may collect or withhold Applicable Taxes where required or permitted by law.

6.4 If Libsyn cannot collect payment when due, your account will be delinquent. In such event, Libsyn may suspend, lock, restrict, downgrade, or terminate your account, disable monetization, or remove content from distribution. Libsyn may delete Your Content only in accordance with the post-termination retention period stated in this Agreement, except where immediate deletion is reasonably necessary for security, legal compliance, or prevention of fraud or platform abuse. Past-due amounts may bear a late charge of one and one-half percent (1.5%) per month or the maximum amount permitted by law, whichever is less, and you will be responsible for reasonable collection costs.

VII. PROHIBITION ON ARTIFICIAL INFLATION OF METRICS

7.1. Definitions. As used in this Section, "Metrics Manipulation" means any act or practice, whether performed directly or indirectly, through third parties, automated software, scripts, bots, click farms, proxy networks, headless browsers, bot farms, or any other artificial, fraudulent, or deceptive means, that is designed to or has the effect of artificially inflating, manipulating, or misrepresenting any metric associated with Your Content on or through the Service, including but not limited to downloads, streams, listens, plays, impressions, unique listeners, subscribers, followers, engagement data, geographic listener data, or any other audience, distribution, or engagement metric (collectively, "Metrics"). "Viewbotting" is a form of Metrics Manipulation and refers to the use of automated programs or scripts to simulate the activity of real listeners or viewers. "Invalid Activity" includes Metrics Manipulation and any activity that Libsyn determines, in its reasonable discretion, is fraudulent, artificial, deceptive, non-human, incentivized, co-mingled with invalid traffic, or otherwise not a valid download, stream, listen, impression, engagement, or advertising event.

7.2 Prohibited Conduct. You shall not, and shall not authorize, direct, encourage, assist, or knowingly permit any third party to, engage in any Invalid Activity with respect to Your Content or any other content on the Service. Without limiting the generality of the foregoing, you shall not:

- Purchase, deploy or contract with any third party for Viewbots, click farms, or similar tools or services to artificially inflate any Metrics;
- Use or participate in any download, listen, or stream exchange, pool, ring, or similar scheme;
- Misrepresent, falsify, or materially alter any Metrics data, analytics reports, or audience information provided to Libsyn, advertisers, or any third party;
- Interfere with, circumvent, or manipulate any fraud detection, traffic verification, or analytics systems used by Libsyn or its advertising partners; or
- Fail to notify Libsyn within a commercially reasonable time after you become actually aware of Metrics Manipulation affecting Your Content that was initiated by you or at your direction. You are also encouraged, but not required, to report suspected Metrics Manipulation by third parties affecting Your Content of which you become aware.

You represent and warrant that: (i) all Metrics associated with Your Content are and will be the result of genuine, organic listener or viewer activity; (ii) you have not engaged in and will not engage in any Metrics Manipulation; and (iii) you have not and will not authorize any third party to engage in Metrics Manipulation on your behalf.

7.3 Advertising Revenue Withholding and Clawbacks.

7.3(a) Withholding. If Libsyn determines, in its reasonable discretion based on internal analytics, third-party verification data, or other evidence, that you have engaged in or benefited from any Invalid Activity, Libsyn shall have the right to immediately suspend, delay and/or withhold, any and all advertising revenue, monetization payments, or other compensation otherwise payable to you under the Service or any related agreement (collectively, "Advertising Payments"), without prior notice, pending the completion of Libsyn's investigation. Libsyn may delay Advertising Payments and other payouts during any investigation of suspected Invalid Activity. If Libsyn determines that no Invalid Activity occurred, Libsyn will resume payment of amounts Libsyn determines are valid. Libsyn may report suspected Invalid Activity to advertisers, ad networks, verification providers, payment processors, Third-Party Platforms, law enforcement, regulators, and other affected parties where Libsyn determines such disclosure is appropriate.

7.3(b) Clawbacks. Libsyn shall have the right to claw back, recoup, or offset any Advertising Payments previously disbursed to you that were attributable, in whole or in part, to any Invalid Activity. You agree that Libsyn may offset any such amounts against future Advertising Payments or other amounts payable to you, or may invoice you for such amounts, which shall be due and payable within thirty (30) days of invoice.

7.3(c) Advertiser Make-Goods. You shall reimburse Libsyn for any refunds, credits, make-goods, rebates, or other concessions that Libsyn is required or elects to provide to advertisers, advertising networks, or advertising partners as a result of or in connection with your Metrics Manipulation, including any penalties, fees, or charges imposed on Libsyn by such parties.

7.3(d) No Limitation on Other Remedies. The rights set forth in this Section 7.3 are in addition to, and shall not limit, any other rights and remedies available to Libsyn under this Agreement, at law, or in equity, including but not limited to termination, indemnification, and recovery of damages.

7.4 Investigation and Cooperation.

Libsyn reserves the right to monitor, audit, and investigate Metrics associated with Your Content at any time and without prior notice, using internal tools, third-party verification services, or any other means Libsyn deems appropriate. You agree to cooperate fully and promptly with Libsyn in any investigation of suspected Invalid Activity, including by providing, upon Libsyn's request: (a) access to relevant records, analytics, and traffic data; (b) information regarding any third-party services or tools used in connection with Your Content's distribution or promotion; and (c) such other information or documentation as Libsyn may reasonably request. Failure or refusal to cooperate with any investigation under this Section shall constitute an independent material breach of this Agreement and a separate basis for suspension, revenue withholding, or termination.

7.5 Termination. Metrics Manipulation shall constitute a material breach of this Agreement. Libsyn's termination rights and the effects of termination are set forth in Section XIII.

VIII. CONFIDENTIALITY.

8.1 "**Confidential Information**" means nonpublic financial, technical, business, product, security, pricing, advertising, impression, customer, or other information disclosed by or on behalf of a party that is designated confidential or reasonably should be understood to be confidential. Libsyn's APIs, nonpublic pricing and impression information, security information, and product roadmap are Libsyn Confidential Information. Notwithstanding the foregoing, nothing will be construed to limit Libsyn's ability to publicly

disclose information about its data and its partners and shows in connection with providing the Services, as applicable. Except as expressly permitted in this Agreement, the Receiving Party will not disclose, duplicate, or otherwise make available any Confidential Information of the Disclosing Party to any person or entity without the Disclosing Party's prior written consent. The Receiving Party will use Confidential Information only to perform obligations or exercise rights under the Agreement and will protect it using at least reasonable care. It may disclose Confidential Information to personnel and contractors with a need to know and binding confidentiality obligations, or as legally required after reasonable efforts to provide advance notice and seek protective treatment. Confidential Information excludes information that the Receiving Party can document: (a) is public without breach; (b) was lawfully known without restriction; (c) is received lawfully from a third party without restriction; or (d) is independently developed without use of Confidential Information. Nothing restricts Libsyn from using or disclosing aggregated or de-identified information that cannot reasonably identify Customer, a show, or an individual, or from identifying Customer or a show in customer lists or promotional materials as expressly permitted under this Agreement, subject to applicable law and any Order Document restriction.

IX. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

9.1 Representations and Warranties. Each party represents and warrants that: (i) it has the necessary authority to enter into this Agreement and grant the rights as set forth herein; (ii) and that it will comply at all times with all applicable laws and regulations. Customer further represents and warrants that: (a) it has obtained, paid for, and will maintain all licenses, rights, consents, waivers, clearances, approvals, and permissions necessary to make Your Content available to the Libsyn Platform and to grant Libsyn the rights and licenses set forth in this Agreement for use of Your Content as contemplated in this Agreement, including, but not limited to, all of the music or other material used in Your Content (including, without limitation, all sound recordings, audio-visual master licenses and consents, synchronization, mechanical and performing rights clearances from any label, publisher, union, artist, or any other third party) and literary rights have been or will be obtained and paid for and shall be maintained during the Term by you, and your performance of this Agreement will not conflict with any other agreement, commitment, or obligation to which you are a party or may owe; (b) Your 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); (c) Your Content does not contain anything that is defamatory, libelous, or that violates any confidentiality obligations you have with a third party; (d) you will not make Your Content available for Ad monetization (including via segment targeting) if it is directed to children as defined under applicable law (even if children are not the primary audience for such content) or otherwise share or make available to Libsyn information about children as defined by applicable law in connection with such monetization of Your Content; and (e) you will maintain insurance policies to meet your liabilities under this Agreement (however, the terms of any insurance or the amount of cover will not relieve you of your indemnification obligations or other liabilities under this Agreement). Without limiting the generality of the foregoing, Libsyn reserves the right to disable monetization, distribution, analytics sharing, or ad-tech integrations for any and all child-directed or child-featured content at all times to comply with its legal obligations.

9.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE LIBSYN SITE AND SERVICE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE OR SERVICE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, LIBSYN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LIBSYN DOES NOT WARRANT THAT: (A) THE LIBSYN WEBSITE OR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE,

OR ERROR-FREE; (B) THE RESULTS OBTAINED FROM USE OF THE LIBSYN WEBSITE OR SERVICE WILL BE ACCURATE, RELIABLE, OR COMPLETE; (C) THE QUALITY OF ANY CONTENT, PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE LIBSYN WEBSITE OR SERVICE WILL MEET CUSTOMER'S EXPECTATIONS; (D) ANY ERRORS IN THE LIBSYN SITE OR SERVICE WILL BE CORRECTED; (E) YOUR CONTENT WILL BE DISTRIBUTED TO OR ACCEPTED BY ANY THIRD-PARTY PLATFORM, DIRECTORY, OR AGGREGATOR; OR (F) ANY METRICS, ANALYTICS, OR REPORTING DATA PROVIDED THROUGH THE SERVICE WILL BE COMPLETE OR FREE FROM ERROR.

YOUR USE OF THE LIBSYN WEBSITE AND SERVICE IS AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING FROM YOUR USE OF THE LIBSYN WEBSITE OR SERVICE.

SECTION X — LIMITATION OF LIABILITY

10.1 Limitation. (A) NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, RELIANCE, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, REVENUE, GOODWILL, OR AUDIENCE, HOWEVER CAUSED AND UNDER ANY THEORY, EVEN IF ADVISED OF THE POSSIBILITY; AND (B) EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE TOTAL REVENUES PAID BY THE PARTIES TO EACH OTHER DURING THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY. LIBSYN IS NOT LIABLE FOR DELAYS OR ERRORS IN ADVERTISING DELIVERY BEYOND ITS REASONABLE CONTROL. AMOUNTS WITHHELD, OFFSET, CLAWED BACK, OR RECOUPED UNDER MONETIZATION TERMS ARE NOT DAMAGES SUBJECT TO THIS CAP.

10.2 Exceptions. Nothing in this Agreement shall exclude or limit either party's liability for: (a) Customer's breach of any of the restrictions in Section 5.1; (b) a breach by either party of its Confidentiality obligations under Section VIII; (c) Customer's indemnification obligations; (d) Customer's Invalid Activity; (e) any outstanding payment amounts; (f) Customer's violation of the AI obligations; or (g) either party's fraud or willful misconduct.

10.3 Jurisdictional Limitations. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH JURISDICTIONS, THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS SET FORTH IN THESE TERMS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND ANY WARRANTIES THAT CANNOT BE EXCLUDED SHALL BE LIMITED TO THE MINIMUM WARRANTY PERIOD REQUIRED BY SUCH LAW.

SECTION XI— INDEMNIFICATION

11.1 By Customer. Customer will defend, indemnify, and hold harmless Libsyn, its affiliates, Third-Party Platforms, advertisers, agencies, measurement providers, and their respective personnel from any third-party claim, investigation, loss, liability, damage, judgment, settlement, penalty, fine, cost, or expense (including reasonable attorneys' fees) arising out of or relating to: (i) Your Content, brands, Ads, metadata, or Customer-supplied materials; (ii) infringement, misappropriation, defamation, or violation of privacy, publicity, music, performer, union, consumer-protection, advertising, or other rights; (iii) Customer's breach of the Agreement (including any representations, warranties or obligations set forth in the Agreement), or any Third-Party Platform terms; (iv) child-directed content or data, AI-generated or synthetic content, voice or likeness cloning, or required disclosures or consents; (v) Invalid Activity, fraud, advertiser credits, chargebacks, makegoods, or payment obligations; or (vi) Customer's relationship with listeners, guests, sponsors, or advertisers.

11.2 By Libsyn. Libsyn will defend Customer against any third-party claim that the Libsyn Platform, as provided by Libsyn and used as authorized, directly infringes a United States patent, copyright, or trademark, and will pay damages finally awarded or settlements approved by Libsyn. Libsyn has no obligation for claims to the extent arising from Your Content, Customer specifications, combinations, modifications not made by Libsyn, continued use after notice, Third-Party Platforms, Ads, or unauthorized use.

11.3 Procedure. The Indemnitee will provide the indemnifying party with prompt written notice of any claim subject to indemnification hereunder; provided, however, that any failure or delay in providing such notice shall not relieve the indemnifying party of its indemnification obligations except to the extent that it is materially prejudiced by such failure or delay. The indemnifying party shall have the right to assume control of the defense of any claim (with counsel reasonably acceptable to the Indemnitee), provided that: (i) the indemnifying party shall not settle any claim without the Indemnitee's prior written consent (which shall not be unreasonably withheld) if such settlement imposes any obligation on the Indemnitee, requires any admission of fault by Indemnitee, or does not unconditionally release all Indemnitee Indemnified Parties; and (ii) Indemnitee shall have the right to participate in the defense at its own expense with counsel of its own choosing.

SECTION XII — GOVERNING LAW, JURISDICTION, AND DISPUTE RESOLUTION

12.1 Governing Law. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination, or enforceability (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to its conflict-of-law principles.

12.2 Informal Resolution. Before initiating any formal dispute resolution proceeding, you agree to first contact Libsyn at notices@libsyn.com and attempt to resolve the dispute informally for a period of at least sixty (60) days from the date of your initial written notice. The notice must include your name, account information, a description of the dispute, and the relief sought. In the event that the parties are unable to resolve the dispute informally within such period, either party may initiate formal proceedings.

12.3 Binding Arbitration. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, or your use of the Site or Service, that is not resolved through the informal process described in Section 12.2 (collectively, "Disputes"), shall be resolved exclusively by final and binding individual arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules then in effect, except as modified by this Section. The AAA's rules are available at www.adr.org. The arbitration shall be conducted by a single arbitrator and shall be held in Allegheny County, Pennsylvania, or, at your election, by videoconference or telephone if permitted by the AAA's rules. The arbitrator shall apply Pennsylvania law consistent with the Federal Arbitration Act and shall have authority to award any remedy that would be available in court. The arbitrator's decision shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

12.4 Arbitration Fees and Costs. Payment of arbitration fees shall be governed by the AAA's Consumer Arbitration Rules. If the arbitrator finds that either the substance of your claim or the relief sought is frivolous or brought for an improper purpose, then the payment of all arbitration fees shall be governed by the AAA's rules and the arbitrator may award the prevailing party its reasonable attorneys' fees and costs.

12.5 Class Action and Jury Trial Waiver. YOU AND LIBSYN AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION OR PROCEEDING. THE ARBITRATOR SHALL NOT HAVE AUTHORITY TO CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR TO PRESIDE OVER ANY FORM OF CLASS, COLLECTIVE, OR REPRESENTATIVE

PROCEEDING. IF THIS CLASS ACTION WAIVER IS FOUND TO BE UNENFORCEABLE AS TO A PARTICULAR CLAIM OR REQUEST FOR RELIEF, THEN THAT CLAIM OR REQUEST FOR RELIEF SHALL BE SEVERED AND PROCEEDED IN A COURT OF COMPETENT JURISDICTION AS SET FORTH IN SECTION G BELOW. TO THE EXTENT ANY DISPUTE PROCEEDS IN COURT, YOU AND LIBSYN EACH WAIVE THE RIGHT TO A JURY TRIAL.

12.6 Exceptions to Arbitration. Notwithstanding the foregoing, the following Disputes are excluded from arbitration and may be brought in court as expressly set forth herein: (i) any individual action seeking injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of intellectual property rights; (ii) any Dispute that qualifies for small claims court in Allegheny County, Pennsylvania, provided the Dispute remains in small claims court and advances only an individual claim for relief; and (iii) any Dispute where the class action waiver set forth in Section 12.5 is found unenforceable.

12.7 Exclusive Jurisdiction. For any Dispute excluded from arbitration under Section 12.6 or otherwise permitted to proceed in court, you and Libsyn consent to the exclusive personal jurisdiction and venue of the state and federal courts located in Allegheny County, Pennsylvania. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

12.8 Time Limitation. You agree that any claim or cause of action arising out of or related to your use of the Libsyn Website or Service or this Agreement must be filed within one (1) year after such claim or cause of action accrued, or it shall be forever barred. This limitation shall apply regardless of whether the claim or cause of action sounds in contract, tort, statute, or otherwise, except where a shorter or longer limitations period is mandated by applicable law that cannot be waived by agreement.

12.9 Disputes Between Users. The Service may involve interactions between you and other users, including but not limited to co-hosts, guests, advertisers, and listeners. You acknowledge and agree that Libsyn is not a party to and shall have no responsibility or liability for any dispute between you and any other user of the Service. In the event of a dispute between you and another user regarding account ownership or authorized use of an account, Libsyn may, in its sole discretion: (i) suspend access to the disputed account pending resolution; (ii) request documentation from the parties to verify ownership or authorization; and/or (iii) decline to intervene and leave resolution to the parties, who may seek relief from a court of competent jurisdiction or through the dispute resolution mechanisms set forth in this Section XII. Libsyn's decision to intervene or decline to intervene in any such dispute shall not give rise to any liability on the part of Libsyn.

SECTION XIII — TERM AND TERMINATION

13.1 Term. The term of the Agreement commences on the earlier of the date that Customer accepts the Agreement or starts accessing the Services, and will remain in effect until and unless terminated as set forth in the Agreement (“**Term**”). Each Service Order will specify the applicable Subscription Term.

13.2 Termination

A. Mutual. Either party may terminate this Agreement (including any Service Terms) immediately if the other party breaches any material provision and fails to cure its breach within thirty (30) days after receiving the other party's written notice by email identifying the breach. In addition, Libsyn may discontinue or suspend your access to the Libsyn Platform and any Service immediately if any of the following occurs: (a) you fail to make any payment for thirty (30) days following its due date; (b) you have (or Libsyn reasonably suspects that you have) breached, misappropriated or infringed Libsyn's intellectual property or proprietary rights in the Libsyn Platform as determined by Libsyn in its sole discretion; (c) you have (or Libsyn reasonably suspects that you have) violated any of the Restrictions in these Terms, including Section V or the Platform Policies; and/or (d) Libsyn believes, as determined in its sole discretion, that your acts or omissions hereunder could cause material detriment to its brand and/or pose significant legal or reputational risk to Libsyn. Libsyn may restore suspended access to the Libsyn

Platform only after such violation(s) has been cured (if the violation is capable of cure), as determined at the sole discretion of Libsyn.

B. Termination by Customer. You may terminate your account at any time by following the account cancellation procedures available on the Libsyn Website or by contacting Libsyn at support@libsyn.com. Your payment obligations following termination are set forth below in Section XIII-E.

C. Immediate Termination by Libsyn; Suspension. Libsyn may, in its sole discretion, immediately suspend or terminate your account and/or access to the Libsyn Website and Service, in whole or in part, without prior notice, for any of the following reasons:

Your breach of any term or condition of this Agreement, including but not limited to Metrics Manipulation, non-payment, content violations, or infringement of third-party rights;

A request by law enforcement or other government agency, provided that, to the extent permitted by applicable law and not prohibited by the terms of such request (e.g., a valid court order or statute prohibiting disclosure), Libsyn will use commercially reasonable efforts to provide you with prior notice of such request before suspending or terminating your account;

Discontinuance or material modification of the Libsyn Website or Service (or any part thereof);

Extended periods of inactivity on your account; or

Engagement by you in fraudulent or illegal activities. In addition, Libsyn may suspend, throttle, restrict, remove, disable, or terminate any account, content, feed, monetization feature, API access, distribution tool, or other Service functionality if Libsyn determines, in its discretion, that your use creates legal, security, operational, payment, fraud, platform, advertiser, reputational, or policy risk, or if your use of the Service otherwise adversely impacts the performance, availability, or operation of the Service.

D. Termination by Libsyn for Convenience. Libsyn may terminate your account for convenience upon thirty (30) days' prior written notice to you. In the event of termination for convenience by Libsyn, Libsyn will provide a pro-rata refund of any prepaid, unused fees for the unused portion of the then-current billing period for the Service, as applicable.

E. Effects of Termination.

Upon termination of your account for any reason: (a) all rights and licenses granted to you under this Agreement shall immediately terminate; (b) you shall immediately cease all use of the Libsyn Website and Service; and (c) you shall have no further access to your account or Your Content hosted on the Service, except as expressly provided below.

F. Data Export. Following termination or expiration of the Agreement, Libsyn may, in its discretion or as required by the applicable plan or service-specific terms, make Your Content available for export for up to thirty (30) days, provided all outstanding amounts are paid. After that period, Libsyn will have no obligation to maintain, store, redirect, or provide access to Your Content and may delete Your Content from its systems. You are solely responsible for maintaining backup copies of Your Content and for redirecting feeds or distribution channels. While Libsyn may store Your Content following termination or expiration of this Agreement, Libsyn will have no liability for deletion, failure to store, failure to export, or failure to redirect Your Content.

G. Content Removal from Distribution. Upon termination, Libsyn will take commercially reasonable steps to remove Your Content from Libsyn-controlled distribution channels. You acknowledge that Libsyn has no control over and cannot guarantee removal of Your Content from Third-Party Platforms, caches, search engines, or other services to which Your Content was distributed prior to termination.

H. Survival. The following Sections shall survive any expiration or termination of this Agreement: Restrictions, Ownership; Disclaimer of Warranties, Limitation of Liability, Indemnification, Governing

Law/Jurisdiction/Dispute Resolution, Prohibition on Metrics Manipulation (including revenue clawback rights), and any other provisions that by their nature are intended to survive.

I. Outstanding Payments. Termination shall not relieve you of the obligation to pay any fees or charges accrued prior to or as a result of termination, including but not limited to outstanding Service Fees, overage charges, or amounts subject to clawback under the Invalid Activity provisions.

SECTION XIV — ARTIFICIAL INTELLIGENCE

14.1 AI-Generated Content. If you use any artificial intelligence tools, services, or technologies (collectively, "AI Tools"), including but not limited to text-to-speech, voice cloning, AI-generated audio, AI-generated imagery, or any other form of synthetic or machine-generated content, in connection with Your Content, you must: (i) clearly disclose the use of AI-generated content within Your Content or its associated metadata in a manner that is conspicuous to listeners; and (ii) ensure that all AI-generated content complies with all applicable laws, including laws prohibiting deepfakes, impersonation, and misrepresentation.

14.2 Prohibited AI Uses. You shall not use AI Tools in connection with Your Content or the Service to:

Create or distribute content that impersonates any real person without that person's express written consent;

Generate or distribute synthetic media ("deepfakes") intended to deceive listeners or the public;

Circumvent any Libsyn Platform Policy, including the Acceptable Content Policy, Metrics Manipulation prohibitions,;

Engage in or facilitate any fraudulent, deceptive, or unlawful activity; or

Infringe or misappropriate the intellectual property rights, right of publicity, or privacy rights of any third party.

14.3 Libsyn's Use of AI and Automated Systems. Libsyn may use artificial intelligence, machine learning, and automated systems to operate, secure, support, moderate, transcribe, make accessible, analyze, measure, recommend, maintain, and improve the Service; detect fraud; optimize elected advertising services; and develop features. These operational uses may include processing Your Content by Libsyn and disclosed subprocessors. Unless Customer separately and affirmatively agrees, Libsyn will not use any nonpublic Customer Content to train a general-purpose generative AI model made available to unaffiliated third parties. Libsyn may use aggregated or de-identified data that cannot reasonably identify Customer, a show, or an individual for analytics, benchmarking, model evaluation, and product development. Pseudonymized data remains subject to applicable privacy obligations. AI-generated outputs may be inaccurate, and Customer is responsible for reviewing outputs before publication or reliance.

14.4 Responsibility. You are solely responsible for all AI-generated content included in Your Content, including any claims of infringement, defamation, privacy violations, or other liability arising therefrom. AI-generated content shall be treated as Your Content for all purposes under this Agreement, including the license grant, indemnification, and representations and warranties provisions.

SECTION XV — ACCEPTABLE CONTENT POLICY

15.1 Your Content must comply at all times with the Platform Policies. Without limiting the foregoing, Your Content must comply with all applicable Federal Trade Commission rules and guidelines regarding endorsements, testimonials, misuse of fake indicators of social media influence, and sponsored content disclosure, and you are solely responsible for ensuring such compliance. In addition, Libsyn may remove or disable access to content that it reasonably believes infringes third-party rights in accordance with Libsyn's then-current copyright policy. Notwithstanding the foregoing, Libsyn has no general obligation

to monitor content. In addition, all DMCA-related notices may be sent by Customer to dmca@libsyn.com.

15.2 Enforcement. Libsyn reserves the right, but has no obligation, to monitor, review, or edit Your Content on the Service in order to comply with its obligations under applicable law and/or for technical reasons. Libsyn may, in its sole discretion and without prior notice, remove or disable access to any of Your Content that violates this Section.

SECTION XVI — THIRD-PARTY SERVICES AND PLATFORMS

16.1 Third-Party Distribution. The Service may enable you to distribute Your Content to third-party platforms, applications, directories, and services, including but not limited to Apple Podcasts, Spotify, Amazon Music, YouTube, iHeartRadio, and other services (collectively, "Third-Party Platforms"). Your use of Third-Party Platforms is subject to the respective terms of service and policies of those Third-Party Platforms. Libsyn is not a party to and has no responsibility for your relationship with any Third-Party Platform. Libsyn will not be responsible in any manner whatsoever for any Third-Party Platforms.

16.2 No Warranties. Libsyn makes no representations or warranties regarding the availability, functionality, terms, or policies of any Third-Party Platform, and shall have no liability arising from or related to: (i) any action taken by a Third-Party Platform with respect to Your Content, including removal, demonetization, or restriction; (ii) any change, modification, or discontinuation of any Third-Party Platform; or (iii) any loss of data, revenue, or audience resulting from actions of any Third-Party Platform.

16.3 Third-Party Links. The Libsyn Website may contain links to third-party websites or resources. Libsyn provides these links only as a convenience and is not responsible for the content, products, or services on or available from those websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party websites or resources.

SECTION XVII — FORCE MAJEURE

17.1 Neither party shall be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond such party's reasonable control, including but not limited to acts of God, fire, flood, earthquake, pandemic, epidemic, public health emergency, war, terrorism, riots, embargoes, labor disputes, strikes, government action, power failures, internet or telecommunications infrastructure failures, cyberattacks, or any other event that is not reasonably foreseeable or within such party's control (each, a "Force Majeure Event"). During any Force Majeure Event, the affected party's obligations shall be suspended without liability for the duration of the event. The affected party shall use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and shall provide prompt written notice to the other party of the Force Majeure Event and its expected duration. If a Force Majeure Event continues for more than thirty (30) consecutive days, either party may terminate this Agreement upon written notice to the other party without further liability, except for payment obligations accrued prior to the Force Majeure Event.

SECTION XVIII — EXPORT CONTROLS AND SANCTIONS

18.1 You represent and warrant that you are not located in, under the control of, or a national or resident of any country subject to a United States trade embargo, and that you are not listed on any U.S. government list of prohibited or restricted parties. You agree that you will not use the Libsyn Website or Service in violation of any applicable export control or sanctions law or regulation.

SECTION XIX — PRIVACY AND DATA PROTECTION [

19.1 Privacy Policy and DPAs. Your use of the Libsyn Website and Service is subject to Libsyn's Privacy Policy, available at <https://libsyn.com/tos-policies/privacy-policy/>, which is incorporated into this Agreement. If Libsyn processes personal data on your behalf as a processor or service provider, the

then-current Libsyn Data Processing Addendum will apply to such processing, as applicable. If there is a conflict between this Agreement, the Libsyn Privacy Policy, and the Libsyn Data Processing Addendum, the Data Processing Addendum will control solely with respect to Libsyn's personal data processing obligations, the Privacy Policy will control with respect to Libsyn's consumer-facing privacy disclosures, and this Agreement will control in all other respects.

19.2 Listener and Platform Data. Libsyn collects, controls, and may use listener and audience data, platform telemetry, download logs, usage data, device data, IP-derived data, advertising data, analytics, performance data, attribution data, operational data, and aggregated or de-identified data generated through or relating to the Service. As between you and Libsyn, Libsyn owns all such data except for Your Content in identifiable form.

19.3 Permitted Uses. Libsyn may use listener, audience, platform, and usage data to provide, operate, secure, measure, report, monetize, analyze, improve, and develop the Service; to detect and prevent fraud and Invalid Activity; to satisfy legal, tax, payment, advertiser, and platform requirements; and to provide analytics and reporting to you and other customers in aggregated or de-identified form.

19.4 Your Use of Listener Data. To the extent Libsyn makes listener or audience data available to you, you may use it solely for lawful analytics, reporting, and podcast operation purposes, and not to sell, share, re-identify, combine, profile, or target individuals except as expressly permitted by applicable law, Libsyn's Privacy Policy, and any applicable service-specific terms.

19.5 Your Obligations. To the extent that you independently collect personal information from listeners or users through or in connection with Your Content (e.g., through surveys, mailing lists, contests, or third-party analytics tools embedded in Your Content), you are solely responsible for complying with all applicable privacy and data protection laws and regulations governing such collection and use, including but not limited to providing any required notices and obtaining any required consents. Libsyn shall have no responsibility or liability for your independent data collection or processing activities.

19.6 Children's Privacy. The Libsyn Website and Service are not directed to children under the age of thirteen (13), and you shall not knowingly use the Service to collect personal information from children under thirteen (13) in violation of the Children's Online Privacy Protection Act ("COPPA") or any applicable state law. If you become aware that a child under thirteen (13) has provided personal information through Your Content or the Service, you shall promptly notify Libsyn.

19.7 Updates to Privacy Policy. Libsyn reserves the right to update or modify the Privacy Policy at any time in accordance with the procedures set forth therein. Your continued use of the Libsyn Website or Service following any such update constitutes your acceptance of the revised Privacy Policy.

19.8 Government and Law Enforcement Requests. Libsyn may disclose your account information and/or Your Content to law enforcement or government agencies in response to valid legal process, including subpoenas, court orders, search warrants, or other requests that Libsyn, in its reasonable judgment, determines are legally valid and enforceable. Libsyn will: (i) review each government request for legal sufficiency before producing any user data; (ii) to the extent permitted by applicable law, notify you of such request before disclosure so that you may seek a protective order or other appropriate remedy, unless Libsyn is prohibited from doing so by applicable law, court order, or where Libsyn reasonably believes that providing notice could create a risk of injury, death, or irreparable harm; and (iii) limit disclosure to the information specifically requested and legally required. Libsyn will use commercially reasonable efforts to publish an annual transparency report summarizing the number and types of government requests received and the rate of compliance, to the extent permitted by applicable law.

19.9 Additional U.S. State Privacy Disclosures.

(1) California Residents (CCPA/CPRA). If you are a California resident, you may have certain rights regarding personal information under the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (collectively, "CCPA"), including the right to: (a) know what categories and specific pieces of personal information Libsyn has collected about you; (b) request deletion of your personal information; (c) request correction of inaccurate personal information; (d) opt out of the sale or sharing of your personal information; and (e) not be discriminated against for exercising any of the foregoing rights. To exercise any of these rights, please contact Libsyn at privacycompliance@libsyn.com. Libsyn will respond to verified consumer requests within forty-five (45) days, as required by the CCPA, subject to permitted extensions. Additional information about the categories of personal information collected, the purposes for which such information is used, and the categories of third parties with whom it is shared is set forth in Libsyn's Privacy Policy (at: <https://libsyn.com/tos-policies/privacy-policy/>).

(2) Other State Privacy Laws. Residents of other states that have enacted comprehensive consumer privacy legislation (including, without limitation, Virginia, Colorado, Connecticut, Utah, Texas, Oregon, Montana, and other states as their respective laws take effect) also may provide similar rights regarding your personal information, including rights of access, correction, deletion, data portability, and the right to opt out of targeted advertising, the sale of personal information, and profiling in furtherance of decisions that produce legal or similarly significant effects. To exercise any such rights, please contact Libsyn at [\[privacycompliance@libsyn.com\]](mailto:privacycompliance@libsyn.com). Libsyn will process and respond to all such requests in accordance with applicable law.

(3) Opt-Outs for Sale or Sharing of Personal Information. Libsyn will provide notices and mechanisms required by applicable U.S. state privacy laws for processing that constitutes a "sale," "sharing," or targeted advertising. Libsyn will honor legally recognized opt-out preference signals where required. Our Privacy Policy (at: <https://libsyn.com/tos-policies/privacy-policy/>) describes Libsyn's current data practices, your available rights and how to opt out. Nothing in this Agreement constitutes a representation that a particular processing of your personal information is or is not a "sale" or "sharing"; classification depends on the applicable law and the processing activity.

SECTION XX — GENERAL PROVISIONS

20.1 Entire Agreement; Order of Precedence. The Agreement constitutes the entire agreement between Customer and Libsyn regarding the Service and supersedes all prior or contemporaneous agreements and understandings concerning its subject matter. If provisions conflict, the following order controls, but only for the subject matter expressly addressed: (1) an Order Document, excluding any Customer purchase-order terms, but only if it expressly identifies the provision it overrides; (2) the DPA, solely for processing of personal data subject to the DPA; (3) applicable monetization or other Service Terms, solely for the applicable Service; (4) these Terms; (5) the SLA, solely for service levels and remedies; and (6) the Platform Policies. No Order Document may modify the Agreement unless it expressly states that it overrides these Terms and is signed by an authorized Libsyn representative.

20.2 Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable, and the remaining provisions of this Agreement shall continue in full force and effect.

20.3 Waiver. The failure of either party to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. No waiver shall be effective unless in writing and signed by an authorized representative of such party.

20.4 Assignment. You may not assign or transfer this Agreement or your rights or obligations hereunder, in whole or in part, without the prior written consent of Libsyn. Libsyn may assign this Agreement in its entirety, without your consent, to a corporate affiliate or in connection with a merger, acquisition,

corporate reorganization, or sale of all or substantially all of Libsyn's assets. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

20.5 Headings. The section headings used herein are for convenience only and shall not affect the interpretation of this Agreement.

20.6 Notices and Electronic Communications. All notices to Libsyn under this Agreement shall be in writing and sent to notices@libsyn.com, unless otherwise specifically stated herein. Notices to you may be made via email to the address associated with your account, push notification, or by posting a prominent notice on the Libsyn Website. By using the Libsyn Website or Service, or by creating an account, you consent to receive electronic communications from Libsyn and agree that all agreements, notices, disclosures, and other communications that Libsyn provides to you electronically satisfy any legal requirement that such communications be in writing. You agree that Libsyn may send you communications regarding your account, the Service, promotional offers, and changes to this Agreement or any Libsyn policies via electronic means, and that such communications shall be deemed received by you when sent or posted.

20.7 No Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement, except for the Libsyn Indemnified Parties, who are express third-party beneficiaries of the indemnification provisions herein.

20.8 Modification of Terms; Services. Libsyn may modify the Agreement upon at least thirty (30) days' advance notice of a material modification by email, in-product notice, or prominent website notice. A modification required by law, security necessity, Third-Party Platform requirement, or fraud prevention may take effect sooner if reasonably necessary. Continued use after the effective date constitutes acceptance; if Customer does not accept a material modification, Customer may terminate before it takes effect. Libsyn may modify, suspend, discontinue, replace, or limit the Service where reasonably necessary for security, legal, operational, platform, advertiser, payment, fraud-prevention, or product reasons. During a prepaid fixed Subscription Term, if Libsyn electively discontinues or degrades material paid functionality and does not provide substantially comparable replacement functionality, Customer's exclusive remedy is termination of the affected Service and a pro rata refund of prepaid unused fees. This remedy does not apply to free or beta features, Third-Party Platform changes, monetization availability, changes required by law, security or fraud concerns, comparable replacements, or Customer breach.

Exhibit A

Definitions

“Ad” means any commercial message or other promotional content.

“Advertising Revenue” / “Net Advertising Revenue” means the gross amounts actually received by Libsyn from third parties and attributable to advertising, sponsorships, programmatic monetization, or other monetization of Customer Content, less any applicable deductions, including: (a) refunds, credits, rebates, chargebacks, cancellations, and the monetary value of make-goods; (b) amounts withheld, rejected, reversed, recouped, or determined not to be payable due to invalid traffic, fraud, policy violations, measurement discrepancies, advertiser disputes, or nonperformance; (c) commissions, revenue shares, and fees payable to advertising networks, exchanges, demand-side or supply-side platforms, sales representatives, agencies, payment processors, measurement providers, and other third-party service providers; and (d) Applicable Taxes collected and remitted to a taxing authority. Net Advertising Revenue excludes amounts billed but not actually collected by Libsyn. Libsyn will calculate Net Advertising Revenue using its books, records, measurement methodologies, and reporting systems, subject to correction for subsequent adjustments.

“Affiliate” of a party means a legal entity that controls, is controlled by, or is under common control with such party.

“Agreement” means the contract formed between Customer and Libsyn when Customer uses the Service or places an Order, the terms and conditions of which are comprised of, collectively: the Terms (including the DPA, and SLA,), the Order, and the Platform Policies.

“Customer Content” or “Your Content” means any and all Podcasts, metadata, audio files, video files, attachments, text, images, advertising creative and other materials that you upload, submit or make available in connection with your use of the Libsyn Platform.

“Downloads” are defined and measured in accordance with IAB Podcast Measurement Standards, as measured and reported by Libsyn.

“Feedback” will be as defined in Section 3.2 of the Terms.

“Invalid Activity” will be as defined in Section 7.1 of the Terms.

“Libsyn IP” will be as defined in Section 3.2 of the Terms, together with any and all upgrades, improvements, alterations or modifications based on or to any of the foregoing

“Libsyn Platform” means Libsyn’s proprietary hosting, distribution, monetization, analytics, reporting, feed-management, and related technology.

“Libsyn Website” means <https://advertising.libsyn.com/>, or any successor version thereof.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, logic, viruses, worms, time bombs and Trojan horses.

“Metrics” will be as defined in Section 7.1 of the Terms.

“Order” or “Order Document” means the applicable order form document which details the specifics of Customer’s Subscription, which will include a description of the Services, as well as details such as the Service Fees, Subscription Term, maximum number of Authorized Users (as applicable), and any additional terms pertaining to the Services. Each Order will be between Libsyn and Customer directly.

“Platform Policies” means the policies applicable to the Service, including Libsyn’s Acceptable Use Policy, Privacy Policy, Billing Policy, Monetization Policy, and any other policies or guidelines made available by Libsyn from time to time, as such policies may be updated from time to time by Libsyn.

“Podcast” means a digital file containing primarily talk content that is received or accessed on demand, which may be distributed by digital download, streaming or RSS feed, TAXI feed or other similar technology, which allows end users to receive the digital file(s).

“Service(s)” or “Libsyn Service(s)” means the products and services that you order, access or use via the Libsyn Platform. The Services include the Libsyn Website and associated sites linked to those sites by Libsyn, its subsidiaries, and affiliates, together with the Libsyn Platform.

“Service Fees” means amounts owed by you to Libsyn pursuant to the Service Terms. Service Fees may include, but are not limited to, Libsyn Platform subscription, overage fees and segment targeting fees, as applicable.

“Service Terms” means any additional terms and conditions applicable to a Service entered into between you and Libsyn and/or any of our Affiliates.

“SLA” or “Service Level Agreement” will be as defined in Section 3.1 of the Terms.

“Subscription” means the rights granted by Libsyn to Customer to access and use the Services, as provided in the Order and Section 1 of the Terms.

“Subscription Term” means the duration of the Subscription, as set forth in the Order.

“Third-Party Platforms” will be as defined in Section 16.1 of the Terms.