

TERMS AND CONDITIONS

CONTENT LICENSE AGREEMENT

This Content License Agreement (this "Agreement") is entered into by and among you ("Content Provider" or "you"), on the one hand, and individually, each of Amazon.com Services LLC ("ASLLC"), Amazon Media EU Sàrl ("AMEU") and Amazon.com Sales, Inc. ("ASI"), on the other hand (ASLLC, AMEU, ASI and their Affiliates, collectively, "Amazon," "we" or "us"). Each of ASLLC, AMEU, ASI and Content Provider may be referred to below as a "Party", or collectively as the "Parties".

1. The Services. We make, or plan to make, podcast audio, with its associated Metadata and Artwork ("Content"), available in our services (e.g. Amazon Music), including our Affiliates' services (e.g. Audible), (each a "Service", and collectively, the "Services") throughout the World, including any country and its respective territories and possessions (each, a "Country in the Territory").
2. Content. You will make all Content to which you have the appropriate rights in each Country in the Territory available to us (either directly or via a third-party hosting company you authorize) for use under this Agreement through an XML-based standard web rich site summary feed format ("RSS Feed") or any other data feed procedures we provide for that purpose. If requested, you will use your best efforts to give us information available to you with respect to the ownership and control in compositions embodied in any sound recording in your Content (including but not limited to the name of the sound recording) in a form that we designate. You will only deliver Content to us for which you have obtained all necessary rights, consents and waivers (including but not limited to sound recordings, musical works, compositions or lyrics that may be included in Content) that may be required in connection with our exploitation of the rights you've granted under this Agreement.
3. Grant of Rights. You grant us and our Affiliates the non-exclusive, royalty-free right to use, market, promote, advertise, display,

transcribe, cache, transmit, distribute, make available (including via stream and download), sublicense and perform your Content, Artwork and Metadata, as applicable, in connection with the Services in each Country in the Territory for the duration of the Term.

4. Content Restrictions. Your Content may not (a) include advertising that does not comply with Amazon's Creative Acceptance Policies, which Amazon may update from time to time and which are currently located at

<https://advertising.amazon.com/resources/ad-policy/en/creative-acceptance#generalcreativeguidelines>

(and any successor or related locations designated by Amazon); (b) promote or contain pornography or sexually explicit, obscene, violent, harassing, discriminatory, libelous or defamatory materials, or content that in our judgment is inappropriate or offensive; (c) promote, facilitate or undertake illegal or potentially illegal activities or (d) violate or infringe or promote the violation or infringement of any intellectual property, proprietary, or other rights of any person or entity. Amazon will not embed any advertising in or re-host your Content.

5. Term and Termination. This Agreement commences upon your acceptance of it ("Effective Date") and continues in perpetuity ("Term") until terminated by one Party upon no less than two business days' notice to the other Party.

6. Representations and Warranties. You represent and warrant that (a) you have the full right, power and authority to enter into and perform this Agreement and this Agreement does not conflict with the terms of any other Agreement you have already entered into on

them, will violate or infringe upon the privacy rights, publicity rights, intellectual property rights or other rights of any third party, or contain defamatory material or obscene matter of any kind or any material likely to incite religious hatred or criminal activity or breach any duty of confidence of any person or violate any laws or regulations of any jurisdiction and you have obtained all rights, consents, waivers and releases required to grant the rights, and deliver the Content, Artwork or Metadata, to Amazon under this Agreement; (c) we can exploit the rights granted under this Agreement without the need for any further payment to any party and (d) you are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government, the European Union or its member states, the UK Government (e.g., HM Treasury's Office of Financial Sanctions Implementation's list) or other applicable government authority.

7. Indemnification. You will indemnify, defend and hold the Amazon Indemnified Parties harmless from and against any loss, claim, liability, damage, cost, expense, action or cause of action (including reasonable attorneys' fees) that arises from (a) your actual or alleged breach of any term of this Agreement; (b) your failure to comply with all applicable laws in your performance of your obligations and exercise of your rights under this Agreement or (c) any claim that our exercise of our rights hereunder violates any law or the right of any third party. You will not consent to the entry of any judgement or settle any claims without our prior written consent. You will use counsel reasonably satisfactory to us to defend any claims. If we reasonably determine that a claim might adversely affect us, we may take control of the defense at our expense (and without limiting your indemnification obligations). You will not assert, authorize, encourage or participate in any patent infringement claim against us with respect to the Services.

8. Limitation of Liability. EXCEPT WITH RESPECT TO ITS INDEMNITY OBLIGATIONS UNDER SECTION 7 OF THIS AGREEMENT OR OBLIGATIONS OF CONFIDENTIALITY UNDER SECTION 9 OF THIS AGREEMENT, IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY LOSS OF DATA, LOSS OF PROFITS, COST OF COVER OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR RELIANCE DAMAGES ARISING FROM OR IN RELATION TO THIS AGREEMENT, OR FOR ANY EQUITABLE REMEDY OF DISGORGEMENT OR OTHERWISE, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. AMAZON SPECIFICALLY DISCLAIMS, WITH RESPECT TO ALL THE SERVICES, ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN NO EVENT SHALL AMAZON'S LIABILITY HEREUNDER EXCEED \$100,000.

9. Confidentiality. You will not disclose Amazon Confidential Information during the Term or at any time during the 3-year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Amazon Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to this Agreement.

10. Amendment. We may have the need to update the terms of this Agreement from time to time as our Services evolve. We may provide you no less than 10 days' advance notice of any changes in writing (which may be via email or mail) and afford you with the means of terminating this Agreement. If we do so and you do not terminate this Agreement during that period of time, the changes we notify you of will become binding between you and us.

11. **Governing Law.** This Agreement and the transactions contemplated hereby shall be governed by the laws of the State of Washington, without reference to rules governing choice of laws or the U.N. Convention on Contracts for the International Sale of Goods. You hereby irrevocably consent and waive any objection to the exclusive jurisdiction and venue of the federal and state courts located at King County, Washington with respect to any claims, suits or proceedings arising with respect to our exercise of the rights granted by you under this Agreement and any other dispute arising out of or in connection with this Agreement.

12. **Miscellaneous.** You acknowledge that you are entering into a distinct and separate agreement with each of ASLLC, AMEU and ASI. You will not collect, store, or use for any purpose any information pertaining to our customers. Nothing in this Agreement will obligate us to exercise any of the rights you grant to us under this Agreement. If any provision of this Agreement is held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect. Sections 6, 7, 8, 9, 11, and 12 shall survive expiration or termination of this Agreement. Each Party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that Party upon or with respect to the transactions under this agreement. Each Amazon Party is severally liable for its own obligations under this Agreement and is not jointly liable for the obligations of other Amazon Parties. We may assign, novate or sub-license this Agreement to any Affiliate and any Amazon Affiliate may otherwise join as a party to this Agreement. You may not assign this Agreement, by operation of law or otherwise, without our express prior written approval. Any notice or other communication to be given hereunder will be given to us via e-mail to digital-music@amazon.com and to you via email to the address you used to accept this Agreement, or to such other e-mail or physical addresses as you or we may specify from time to time. Any notice of termination or other legal notice or communication from you to us will also be given via e-mail to contracts-legal@amazon.com. The date of receipt will, in the case of e-mail, be deemed the date on which such notice is transmitted. The parties may sign this Agreement by electronic means and in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

13. **Definitions.** Capitalized terms used but not defined in elsewhere in this Agreement have the meanings given below:

- a. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with us or you, as applicable.

- b. “Amazon Confidential Information” means all nonpublic information disclosed by us, our Affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Amazon Confidential Information includes: (a) nonpublic information relating to our or our Affiliates or business partners’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our Affiliates. Amazon Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Amazon Confidential Information.
- c. “Amazon Indemnified Parties” means, each of ASLLC, AMEU and ASI, and their respective Affiliates, successors, licensees, agents, attorneys and assignees, and the officers, directors, shareholders, contractors, members and employees of the foregoing.
- d. “Artwork” means the front cover art associated with a particular podcast and artwork, graphics, written work containing text and/or images and the Podcaster Name and Likeness Materials associated with or related to the applicable Content.
- e. “Metadata” means textual information identifying, associated with or related to Content, including podcaster name(s) and podcast genre or category.
- f. “Podcaster Name and Likeness Materials” means the names, likenesses, images, trademarks, logos, biographical materials and other identifying materials associated with the applicable podcaster and other information relating to authorship, production and performances of the Content.

