**MASTER SERVICES AGREEMENT**

This Services Agreement (“**Agreement**”) is effective as of -----, 2023 (“**Effective Date**”) and is entered into by and between Podcastle, Inc., a company incorporated under the laws of the State of Delaware (“Podcastle”), and\_\_\_\_\_\_\_\_\_\_\_, a corporation incorporated under the laws of the \_\_\_\_\_ (“**Customer”)**. This Agreement sets forth the terms governing Podcastle’s provision of services to Customer (“**Services**”).

1. **Services**. Podcastle will provide the Services available on Podcastle.ai platform under this Agreement ( “**Services**”) per specific subscription \_\_\_\_\_\_ type agreed by the parties. By signing this Agreement, Customer agrees that all Services will be provided to the Customer in accordance with the terms and conditions of Podcastle, available at <https://podcastle.ai/terms> .
2. **Payment.**
	1. General. Customer will pay Podcastle for the Services in amount of \_\_\_\_\_\_\_\_. Unless otherwise stated in writing agreed between the parties, Customer shall pay for all Services on a monthly basis within 10 calendar days upon receipt of the Invoice issued by Podcastle. Payments shall be made in US Dollars. Podcastle reserves the right to suspend or halt the provision of any Services if sums due hereunder are not paid when due, except for the cases when the payment amounts are disputed. Customer will pay disputed amounts, if owed, to Podcastle within 10 calendar days upon receipt of the correct Invoice.
	2. Taxes. Payment under this Agreement includes all applicable sales, use, VAT and other taxes.
3. **Term**. This Agreement takes effect on the Effective Date and continues unless terminated as specified below. Upon termination of this Agreement, all rights and obligations of the parties under this Agreement will automatically terminate except for rights of action accruing prior to termination, payment obligations, confidentiality obligations and any other obligations that expressly or by implication are intended to survive termination. Customer is responsible for the payment of all fees incurred up to the date of termination of this Agreement.
	1. Termination for Convenience. Either party may terminate this Agreement for convenience by providing at least thirty (30) days prior written notice to the other. The payment made for the month of termination shall not be refundable.
	2. Termination for Cause. Podcastle reserves to terminate this Agreement and cancel the subscription Services if the Customer commits a material breach of any provision of this Agreement and Podcastle’s terms, as specified above and if such breach is not cured within ten (10) days of receipt of written notice the Customer.
4. **Intellectual Property.**
	1. Customer Property. All intellectual property and assets, provided, exposed and/or otherwise made available to Podcastle by Customer (“**Customer Property**”) remain property of Customer. Customer grants world-wide, irrevocable, non-exclusive, royalty free license to Podcastle to use the Customer Property for the purpose of providing Services within the framework of this Agreement. Podcastle shall return or remove the Customer Property upon the termination or expiration of this Agreement and at any time at Customer’s request.
	2. Podcastle Property. All materials (including software and content whether downloaded or not, features and functionality) contained in the Services are owned by the Podcastle (or our affiliates and/or third-party licensors, where applicable), unless indicated otherwise. Customer agrees and acknowledges that the materials are valuable property and that other than any specific and limited license for use of such materials in accordance with the terms of this Agreement and type of the subscription, Customer shall not acquire any ownership rights in or to such materials. The materials may not be used except as provided for in these Terms, and any other relevant terms and conditions provided to Customer without our prior written permission. This Agreement cannot be interpreted as transfer of any ownership of Podcastle Property Rights to Customer or any other party.

Customer acknowledges and agrees that certain materials on or in the products and services are the property of third-party licensors and, without prejudice to any and all other rights and remedies available, each such licensor has the right to directly enforce a claim against Customer in case of Customer’s unauthorized use.

* 1. Customer Feedback. Customer assigns all rights, title and interest in any feedback it provides to the Podcastle. If for any reason such assignment is ineffective, Customer agrees to grant the Podcastle a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.
1. **Confidential Information**. In the course and for the purpose of providing Services hereunder, the Parties may exchange confidential information including, but not limited to customer data, Podcastle proprietary plans, product road maps, product designs, marketing and sales information, “know-how,” or trade secrets designated as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential (collectively, “Confidential Information”). Confidential Information does not include information that (a) was known to a party without restriction before receipt, as demonstrated by files in existence before receipt, of that information from the other party or otherwise in connection with this Agreement; (b) is publicly available through no fault of a party; (c) becomes known to a party, from a source other than the other party without breach of this Agreement and without violation of the other party’s rights; or (d) is independently developed by a party without any use of Confidential Information, as demonstrated by files in existence at the time independently developed that information. Neither party will disclose nor make Confidential Information available to any third party, except as specifically authorized by the other party in writing. Either party may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to the other party. Upon party’s written request, the other party will promptly return all Confidential Information of the requesting party and copies of it, or certify in writing that it has destroyed all such materials.
2. **Services Provided “As Is” and “As Available”**. The Service is provided to Customer "AS IS" and "AS AVAILABLE"; with any and all faults and defects without warranty of any kind, whether express or implied. To the maximum extent permitted under applicable law, Podcastle, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice.

Without limiting the foregoing, neither the Podcastle nor any of the Podcastle's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Podcastle are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components. Customer acknowledges that Customer’s use of the Services is at Customer’s sole risk. The Podcastle does not warrant that Customer’s use of the Services is lawful in any particular jurisdiction, and the Podcastle specifically disclaims such warranties.

1. **Indemnification and Limitation of Liability.**

Podcastle will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs) arising out of a third-party claim arising from (a) Podcastle’s misappropriation of Intellectual Property Rights, negligence or willful misconduct, (b) Podcastle’s breach of this Agreement. However, in no event, including negligence, shall Podcastle be liable to Customer or any third party for incidental, indirect, or consequential damages of any kind. Podcastle’s maximum aggregate liability for all breaches of the limited warranty will be limited to the lesser of the actual, direct damages suffered by Customer directly arising from such breach but not more than the amount received as payment for the duration of this Agreement for the Services provided.

1. **Publicity**. Podcastle reserves the right to name the Customer in its marketing materials and on the website.
2. **Miscellaneous**.
	1. All notices will be in writing and addressed to the attention of the other party's Legal Department and primary point of contact. Notice will be deemed given (i) when verified by written receipt if sent by personal courier, overnight courier, or mail; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.
	2. Failure to enforce any provision will not constitute a waiver. If any provision of this Agreement is found unenforceable, the balance of this Agreement will remain in full force and effect.
	3. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws. For any disputes arising out of or relating to this Agreement, the parties consent to personal jurisdiction in, and the exclusive venue of, the courts in \_\_\_\_\_\_\_\_\_\_.
	4. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, governmental action, or widespread disturbance of the Internet) that was beyond the party’s reasonable control.
	5. The obligations in Sections 4, 5, 6, 8, 9, 10, 11, 12, 13, 16, and 17 will survive any expiration or termination of this Agreement.
	6. This Agreement supersedes any prior agreements or understandings between the parties. This Agreement constitutes the entire Agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties.
	7. The parties may execute this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

**IN WITNESS WHEREOF**, the representatives of two parties hereby sign as follows:

**Customer, Inc. Podcastle LLC.**

Signature: Signature:

Printed Name: Printed Name:

Title: Title:

Date: Date: