

Terms and Conditions for Submitting Podcast RSS Feed to Audacy.com

By checking "I Agree" in connection with the destination URL and RSS feed for my podcasts provided by me in the online submission form above (the URL, RSS Feed and podcasts, collectively the "**Content**") to Audacy Operations, Inc. ("**Audacy**"), which owns and operates Audacy.com, an online platform that allows users in the United States, its possessions and territories, to access digital audio streams provided by Audacy and third parties, as applicable, by means of applications available in any format, whether (i) now known such as desktop, mobile, automotive in-dash, Smart-TV and smart speaker applications or (ii) hereafter devised (the "**App**"), I ("**I**", or "**Submitter**") represent and warrant and/or I acknowledge and agree to, all of following (the "**Agreement**"):

1. The submission of Content to Audacy does not obligate Audacy to use the Content.
2. If Audacy selects the Content for use on the App, I acknowledge and agree that I am providing the Content at no cost to Audacy, Audacy shall not be required to pay me any fee in connection with use of the Content on the App, and Audacy may remove the Content at any time from the App, without notice to Submitter and without any liability to Audacy.
3. I hereby irrevocably grant to Audacy, a perpetual, transferable, non-exclusive, royalty-free license to (i) use and distribute the Content in conjunction with the App, (ii) display the Podcast through the App to end users of the App; and (iii) reproduce, transcode, copy, split into shorter tracks, and process the Content, and in so doing, I respectively waive any potential claims against Audacy or any of its affiliates with respect to any such usage and/or editing in whole, or in part, alone or in compilation with content provided by third parties.
4. Only so long as Submitter's Content is available to end users on the App:
 - a. Submitter hereby acknowledges and agrees Audacy shall have the right to sell certain advertising on the App in connection with the Content transmitted through the App, including, without limitation, banner, display, popup, and pre-roll advertising ("**App Advertising**"). All revenue derived from the sale of such App Advertising, including, without limitation, App Advertising specifically sold in connection with Submitter's Content, shall at all times remain the sole and exclusive property of Audacy.
 - b. Each party hereto grants to the other party hereto a limited, non-exclusive, non-transferable, non-assignable, royalty free license to use certain copyrights, trademarks, servicemarks, and tradenames (the "**Mark(s)**") in connection with each such party's performance of its respective obligations hereunder. Any such use of a party's Marks shall be subject to the prior approval of the party that owns the Marks. Both parties acknowledge and agree that each party's respective Marks are and shall remain the sole and exclusive property of the party who owns those Marks, and that they are not acquiring any rights of any nature whatsoever in the other Marks, other than the limited, nonexclusive, non-transferable, and non-sub licensable license to use the Marks as contemplated in this Agreement during the term. The parties acknowledge and agree that, as between Audacy and Submitter, "Audacy.com", "Audacy®", and substantially similar marks are Marks owned by Audacy ("**Audacy IP**"), and Affiliate represents and warrants that Affiliate shall not file, register, record, or buy any name, design, form, domain name, or anything else that may be confusingly similar to the Audacy IP. Without limiting the generality of the foregoing, during the Term, Submitter hereby grants Audacy a non-exclusive, royalty-free license to use Marks owned by Submitter used in and/or in connection with the Content ("**Submitter IP**") (i) in making the Content available on the App; (ii) to promote and publicize the Content and its availability on the App; and (iii) in promotional and marketing materials for the App, whether such materials are produced by Audacy or a third party on Audacy's behalf.
5. I represent and warrant to Audacy (i) I have the power and authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) neither the execution and delivery of this Agreement nor the Content will violate any agreement to which it is a party or any federal, state, or local law or regulation to which it is subject; (iii) I have all requisite rights, waivers, permissions, licenses, clearances, power, and authority to grant to Audacy use of the Content and Submitter IP; (iv) any materials provided to Audacy by or through Affiliate, including, without limitation, the Content and the Submitter IP will not infringe upon the copyrights, rights of publicity, trademarks, patents or any other intellectual property rights of any third party; (v) I have, or have procured, and will maintain all necessary rights, title, and interest in and to the Content, including, without limitation, all necessary public performance rights, music publishing and performance rights, consents, licenses, and clearances with respect to its offering of the Content; (vi) the Content does not contain or convey any offensive or objectionable material, including without limitation material that would be considered indecent, profane, obscene, explicitly sexual, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, libelous, hateful, or racially or ethnically disparaging; (vii) the Content does not encourage unlawful behavior; (viii) the Content disclose any detailed personal, physical, contact, or otherwise confidential information that may belong to a third party; and (ix) Submitter shall comply with all applicable laws including, but not limited to the Digital Millennium Copyright Act ("DMCA"), court orders, government regulations or other ruling or regulation of any government agency.
6. I hereby release and discharge Audacy its parents, subsidiaries, and affiliated companies, and their respective officers, directors, members, managers, employees, agents and representatives as well as each of its sponsors and/or producers (and their respective officers, directors, members, managers, employees, agents and representatives) (collectively the "**Released Parties**") from any and all claims, manner of actions, causes of action, suits, debts, accounts, contracts, agreements, controversies, judgments, damages, liabilities and demands of any nature for compensation, damages, or injury, including but not limited to claims for libel, false light, invasion of privacy, or other infringements of personal, property or proprietary rights of any nature, foreseen or unforeseen, (i) associated with or arising out of the commercial or other uses of these Content regardless of the nature of such use; and (ii) which Submitter ever had, now has, or hereafter can, shall or may have against Released Parties, in connection with, or by reason of a result of, the submission.
7. I hereby agree to indemnify and hold harmless the Released Parties against any and all loss, liability, claims, damages and other expenses, including reasonable attorney's fees, arising from: (a) Audacy's authorized use of the Content under this Agreement; (b) any act or omission by Submitter; and (c) any breach of Submitter's representations, warranties and covenants in this Agreement.
8. IN NO EVENT WILL AUDACY BE LIABLE TO SUBMITTER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, RELIANCE, EXEMPLARY OR PUNITIVE DAMAGES OR FOR ANY LOSS OF



PROFITS, OR LOSS OF USE DAMAGES HEREUNDER, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME.

9. I understand and agree that in the exercise of the rights granted to Audacy in this Agreement, Audacy or its designees may, at their election, at any time and from time to time, exploit and turn to account any and all rights granted to Audacy hereunder, and the Content provided by Submitter, in any manner and by any means, whether now known or hereafter devised, including without limitation, by way of streaming, webcasting, podcasting, radio broadcasting or otherwise.
10. I have read this Agreement and fully understand its contents. This Agreement, along with [Audacy's Website and Digital Media Terms of Use](#) and [Audacy's Privacy Policy](#) each fully incorporated herein by this reference, expresses and contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements or other communications between the parties with respect to the subject matter hereof. This Agreement shall be binding upon heirs, successors, assigns and legal representatives of the parties hereto and inure to the benefit of permitted successors and assigns. No provision of this Agreement may be waived or modified, in whole or in part, except by a written agreement signed by each of the parties. Failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of its rights under that or any other provision. No waiver of any provision of this Agreement in any instance shall be deemed to be a waiver of the same or any other provision in any other instance. This Agreement shall in all respects be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. If any provision of this Agreement is held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and such provision shall be carried out as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability. I intend for Audacy to rely upon the representations, warranties, affirmations, acknowledgements, and covenants, which I have made to Audacy herein.

