

**BLAST PODCAST, INC. CONTENT PARTNER PROGRAM  
TERMS AND CONDITIONS  
NON-EXCLUSIVE AUDIO/VIDEO INTERNET, INTERNET CONNECTIVITY, INTERNET-TO-  
MOBILE, MOBILE DEVICES and WIRELESS DISTRIBUTION**

PLEASE REVIEW THESE TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THE BLAST PODCAST INC., CONTENT PARTNER PROGRAM (THE "**PROGRAM**"). THE TERMS AND CONDITIONS OF THIS CONTENT PARTNERING SERVICES AGREEMENT (THE "**AGREEMENT**") GOVERN YOUR PROVISION OF CONTENT TO BLAST PODCAST FOR INCLUSION IN THE PROGRAM. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU HAVE NO RIGHT TO PARTICIPATE IN THE PROGRAM. THIS AGREEMENT BETWEEN THE CONTENT PARTNER ("**PUBLISHER**" OR "**YOU**" OR "**YOUR**") AND BLAST PODCAST INC. AND ITS AFFILIATES ("**BLASTPODCAST**" OR "**WE**" OR "**US**") IS SUBJECT TO CHANGE BY BLAST PODCAST AT ANY TIME IN ITS SOLE AND ABSOLUTE DISCRETION. BY CLICKING ON THE "I ACCEPT" BUTTON BELOW [**ONLINE DIGITAL SIGNATURE**] OR BY SIGNING THIS AGREEMENT YOU:

- (I) ACCEPT THIS AGREEMENT EITHER FOR YOURSELF OR ON BEHALF OF YOUR EMPLOYER OR ANOTHER ENTITY,
- (II) AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, AND
- (III) HAVE ENTERED INTO A BINDING AGREEMENT BETWEEN YOU AND BLAST PODCAST INC. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER OR ANOTHER ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL LEGAL AUTHORITY TO BIND YOUR EMPLOYER OR SUCH ENTITY TO THESE TERMS AND CONDITIONS.

1 **Introduction:** BLASTPODCAST has created a digital audio and video content and advertising platform using the Internet as a delivery mechanism for delivery of digital audio and video content into any location or device with Internet connectivity, including, but not limited to so-called hard-wired and wireless connectivity, capable of rendering and/or playback of such content. This platform is known as the BLASTNETWORK (the "BLASTNETWORK") and is operated world-wide by BLASTPODCAST. By entering into this agreement YOU are requesting to participate in the BLASTPODCAST Content Partner Program and provide digital content to BLASTPODCAST pursuant to these Terms and Conditions for deployment on the BLASTNETWORK, including such items as digital video and/or audio files, image files, documents as well as any other digital content that YOU wish to exploit using the BLASTNETWORK (THE "CONTENT"). WE reserve the right to reject any Content that does not adhere and conform to BLASTPODCAST'S general content guidelines which may be established and modified from time-to-time (THE "CONTENT GUIDELINES"); a copy of the current version of the Content Guidelines may be requested, and as modified from time-to-time are incorporated into these Terms and Conditions by reference. In addition, by accepting these Terms and Conditions YOU are automatically added in our content partner advertising program (the "BLASTPODCAST ADVERTISING PROGRAM"). WE may revise the terms of this Agreement by providing the new terms and conditions to YOU to accept or reject when YOU next log in to the Program and by sending notice to YOU at your email address of record. YOU must accept or reject the new terms and conditions within five (5) days from the date the notice was sent to YOU, by logging into the Program at <http://www.blastpodcast.com> or as otherwise designated in writing by US, and accepting or rejecting the new terms. If YOU do not accept or reject the new terms within the five (5) day period, YOU will be deemed to have accepted and be bound by the new terms. If YOU do not wish to be bound by the new terms, you must terminate this Agreement but YOU will no longer be able to participate in the Program.

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- 2 **Program Participation:** Participation in the Program is subject to BLASTPODCAST's approval and YOUR continued compliance with the terms of this Agreement. WE reserve the right to refuse participation to any applicant or participant at any time in our sole and absolute discretion, and to withdraw content, suspend, restrict and/or terminate the services provided under this Agreement and YOUR participation in the Program, immediately without notice to YOU and without liability to BLASTPODCAST, for any reason, including repeat violations of our copyright policy or other Program policies. YOU must register for the Program and create an account in order to participate in the Program. To register and create an account, go to <http://www.blastpodcast.com>. Multiple accounts held by the same individual or entity is subject to immediate termination unless expressly authorized in writing by BLASTPODCAST (including by electronic mail). YOU are solely responsible for keeping your email address and other contact information updated. In consideration of agreeing to participate in the BLASTPODCAST Content Partner Program and providing CONTENT to the BLASTNETWORK, and for otherwise participating in the BLASTPODCAST ADVERTISING PROGRAM, WE agree to compensate YOU as follows:

- (a) **Content Partner Program.** Under our Content Partner Program YOU are entitled to designate and establish the duration and frequency of submitting your Content, through your BLASTPODCAST CHANNEL, through the EPISODE MANAGEMENT tools provided to YOU by BLASTPODCAST which provides for the downloading the Content by end users.

The Content Guidelines will include the necessary forms for YOU to complete in the process of establishing your Channel and uploading your Episodes. In the event that BLASTNETWORK end users access, view or download your Content, YOU will be paid **50% [FIFTY PERCENT] OF THE TOTAL GROSS CONTENT REVENUES, unless otherwise agreed-to in writing**, actually received by BLASTPODCAST or one of its affiliates as a result of such accessing, viewing or downloading as derived from advertising and/or sponsorship revenues specific to your Content. "Gross Content Revenues" only include the advertising revenues established for your Content and does not include any other fees and charges, IF ANY, that may be assessed to an end user of the BLASTNETWORK (e.g., any subscription fees, access fees, taxes, levies, or surcharges of any kind that may be assessed to an end user). Gross Content Revenues do not include advertising revenues which may be retained by a 3<sup>rd</sup> Party ad management company who sub-contracted advertising delivery services through BLASTPODCAST.

**For "Flat" or co-mingled "Sponsorship" content revenue models, a separate Memorandum of Understanding shall be provided.**

YOUR Content may be continuously distributed prior to and subsequent to advertising campaign revenues being applicable toward the Gross Content Revenues (i.e. YOUR content may continue to be circulated both through the BLASTNETWORK and off-network, with advertising elements attached to it that no longer derive revenue to you or BLASTPODCAST due to the inherent nature of digital distribution).

If WE or our affiliates incur any extraordinary costs or expenses in hosting, encoding, transmitting, caching, storing, indexing, or ingesting the Content relative to the Gross Content Revenues derived, WE reserve the right to either terminate this Agreement, or, to negotiate with YOU to (i) retain a greater percentage of the Gross Content Revenues in order to defray these costs or (ii) limit the amount of your Content that is accessible through the BLASTNETWORK.

- (b) Advertising Program.** Under the BLASTPODCAST ADVERTISING PROGRAM, YOU will be entitled to bring advertisers to the BLASTNETWORK and associate their advertising with your Content or Channel; provided each advertiser registers for the program and the advertisements comply with the advertising guidelines established by BLASTPODCAST. Participation in the BLASTPODCAST ADVERTISING PROGRAM and such guidelines are included in the online registration process at [www.blastpodcast.com](http://www.blastpodcast.com). BLASTPODCAST reserves the right to modify the advertising guidelines for incorporating or limiting any advertising into the Content supplied by YOU to the BLASTNETWORK. At our discretion, and subject to any limitations or restrictions established by such advertisers, WE may elect to incorporate any advertising associated with YOU to other parts of the BLASTNETWORK. If YOU elect to participate in this program and associate advertisers to your Content or Channel, YOU will be paid **50% [FIFTY PERCENT] OF THE TOTAL GROSS ADVERTISING REVENUE** received by BLASTPODCAST or one of its affiliates as a result of any such advertising that is incorporated within your Content or Channel.

Gross Content Revenues do not include advertising revenues which may be retained by a 3<sup>rd</sup> Party ad management company who sub-contracted advertising delivery services through BLASTPODCAST.

**For “Flat, co-mingled “Sponsorship,” and Ad Agency co-venture advertising revenue models, a separate Memorandum of Understanding shall be provided.**

Except as may be provided otherwise in the BLASTPODCAST ADVERTISING PROGRAM, gross advertising revenue shall not include advertising revenues generated from advertising that has not been associated to YOU. The duration and frequency of any advertisements associated with your Content or Channel shall be determined by us in our sole discretion in accordance with the advertising guidelines established under the BLASTPODCAST ADVERTISING PROGRAM. WE also reserve the right to limit, restrict or deny any advertising that YOU or any advertisers associated to YOU may provide in our absolute discretion without incurring any obligation to YOU as a result of our actions.

**Content Revenue and Advertising Revenue Share Evaluation:** BLASTPODCAST, at its sole discretion, shall from time to time evaluate the factors associated with the calculation of Content and Advertising Revenue specific to: (a) the format and duration of your Content; (b) the ratio of advertising insertions within or related to your Content; (c) the average CPM and/or CPC rates advertising partners are bidding for your Content; (d) the infrastructure and 3<sup>rd</sup> party costs associated with the delivery of your content and associated advertising (including, but not limited to CDN bandwidth costs); whereby, based on the foregoing variables and calculations, YOUR percentage may increase at the sole discretion of BLASTPODCAST. BLASTPODCAST does not guarantee that YOUR percentage will increase, however, such evaluation is inherent to the business model and the market factors associated with the digital distribution of ad-supported content.

### **3 REPORTING**

- a) **Content and Advertising Sales.** BLASTPODCASTS will provide YOU with a password and the ability to enter a password-protected site to review your Content downloads and, if YOU participate in the BLASTPODCAST ADVERTISING PROGRAM, advertising statistics on advertisements YOU associated to your Content or Channel, or WE or an affiliate includes elsewhere on the BLASTNETWORK. Subject to system limitations, all of such information will be available on a real time basis. YOU shall be able to access certain sales and advertising reports with regard to any activity generated in the BLASTNETWORK that is directly related to your Content and/or your Channels. WE further agree to provide YOU, upon request, with a report no summarizing all Content delivery and viewership information and compensation earned by YOU during the previous calendar quarter.

**Until such time, if ever, as re-calculation of Geographic IP factors which may reduce an advertiser's actual media buying expenditure are factored into the real-time statistics, such calculations may result in a difference between the real-time online statistics and the actual Gross Advertising Revenue received by BLASTPODCAST and applied to YOUR revenue share (i.e. If an Advertiser only pays a CPM on North American downloads of YOUR content which account for 85% of the total downloads, the difference between the on-line statistics and the actual revenues shall be a discount of 15%). The real-time statistics will be modified as geo-serving and additional targeting factors evolve with the technology of the BLASTNETWORK.**

- b) **If YOU Dispute a Report.** If YOU object to the information contained in any report, including the amount of compensation earned by YOU during the previous calendar quarter, YOU must provide BLASTPODCAST with your written objection(s) (the "Objection Notice") within ten (10) days of the date of the report (such 10-day period, the "Objection Period"). The Objection Notice must also contain your itemized claims for compensation in reasonable detail. YOU and BLASTPODCAST will, after BLASTPODCAST'S receipt of an Objection Notice, enter into a period of negotiation to resolve any outstanding disputes. During this negotiating period, YOU will not suspend BLASTPODCAST'S rights to continue to promote, use or distribute the Content on or in connection with the BLASTNETWORK as provided herein. If the parties are not able to resolve any outstanding disputes after a period of ninety (90) days after the date of BLASTPODCAST'S receipt of the Objection Notice, the parties will submit the matter to binding arbitration in accordance with Section 5(k) below.

#### 4 PAYMENT

**(a) Timing of Payments Owed to YOU.** Provided (i) YOU have properly registered for our Content Partner Program and delivered Content to the BLASTNETWORK, and (ii) your advertisers have properly registered under the BLASTPODCAST ADVERTISING PROGRAM and associated their advertising to YOU, your Content and Channels, WE will pay any compensation due to YOU under this Agreement and the applicable programs for which YOU are registered within the later of (x) approximately THIRTY (30) calendar days after the end of any calendar MONTH with respect to any payment due to YOU in such calendar MONTH, BASED SOLELY ON REVENUES ACTUALLY RECEIVED AND COLLECTED BY BLASTPODCAST WHICH ARE NOT SUBJECT TO ANY WITHHOLDING OR OTHER 3<sup>RD</sup> PARTY CLAIM, and that is not subject to a timely filed Objection Notice, or twenty (20) days after resolution of any payments due to YOU that is the subject of an Objection Notice; provided, that if any amount owed to YOU is less than US\$500, WE reserve the right to defer making payment of such amount owed to YOU until approximately forty (40) days after the end of the calendar quarter in which the accumulated amounts owed to YOU exceed this minimum. Any payment owed to YOU will be delivered to YOU by electronic transfer, ACH or check, for the amount of compensation either set forth in the Monthly or Quarterly Report, or if a different compensation was determined in the course of negotiations between the parties or resolution of outstanding disputes as discussed in this paragraph, then the amount of compensation so determined shall be adjusted after taking into account the resolution of the disputed items. In the event that this Agreement is terminated, WE will pay YOU the amount owed to YOU within thirty (30) days after the end of the calendar quarter in which the termination occurs; provided in no event will WE make any payments to YOU upon such termination if the balance owed is less than US\$5.00. No interest will accrue on unpaid compensation due to YOU. All references herein are to U.S dollars, and WE reserve the right in our discretion to pay YOU in U.S. Dollars or the equivalent currency of the country in which YOU are located. All compensation subject to this Agreement will exclude any discounts, taxes, or transactions which were not collected or which were subject to a refund or were otherwise disputed by us.

**(b) Right of Offset.** From time to time WE may provide services to YOU **upon your request and wholly subject to YOUR approval**, including but not limited to billing, management and marketing, or YOU may otherwise owe an amount to us or an affiliate of ours for reimbursable expenses, charges, taxes or otherwise. YOU agree that WE have the right to offset amounts owed by YOU to us or our affiliate against any amounts owed to YOU under this Agreement or any program for which YOU are registered. In the event that the amount owed to YOU is not sufficient to offset the amounts WE owe YOU, WE shall have the right CONTENT PARTNER AGREEMENT to bill YOU the amount owed, and YOU agree to pay us for such amount within thirty (30) days after the date of invoice.

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**(c) Expenses.** YOU agree to bear all expenses YOU incur in connection with your performance under this Agreement and participation in our programs, and WE shall not be liable to YOU for reimbursement or advancement of the same. YOU also agree to be responsible for and pay all applicable taxes or charges imposed by any governmental entity with respect to any amounts that may be paid to YOU by us or our affiliates, or with respect to your other obligations under this Agreement. YOU hereby authorize us and our affiliates to withhold any such taxes or charges for payment to such governmental entities if WE or our affiliates believe in good faith that such withholdings are required by applicable regulations, and WE or our affiliates agree to promptly forward such withholdings as may be required by applicable law.

### 5. OTHER TERMS AND CONDITIONS.

The balance of this Agreement sets forth the rights, obligations, terms and conditions of the parties regarding your delivery and display of Content on the BLASTNETWORK and your and our rights and obligations with respect to participation in our Content Partner Program or other programs for which YOU may register.

**(a) YOU Control Your Content.** BLASTPODCAST and our affiliates offer our end users access to content that is provided to BLASTPODCAST by its content partners like YOU and made available on the BLASTNETWORK. WE and our affiliates reserve the right to establish various pricing programs for our respective end users, including but not limited to subscription based or on-demand pricing programs. The BLASTNETWORK offers our content partners an architecture platform for digital content management, hosting and delivery, and provides the billing infrastructure to enable content partners like YOU to monetize their content in a number of different ways. Because the Episode Scheduling and Management of any of your Content shall be determined by YOU and in your sole discretion, WE will recognize this feature and seek to coordinate advertising campaigns that are complementary to both your creative, demographic and scheduling variables.

Additionally, YOU will be able to manage your Content through BLASTPODCAST'S media management and channel builder software, and YOU shall be free to add, remove, or otherwise modify any and all Content provided by YOU, as YOU may deem appropriate, **SUBJECT ONLY TO NOT MAKING ANY REVISIONS TO CONTENT FOR WHICH AN ADVERTISING CAMPAIGN HAS BEEN APPROVED AND EXCLUSIVELY REPRESENTED OR OTHERWISE GUARANTEED.**

The Content made available by YOU will be segregated and identified on the BLASTNETWORK in the form of your own broadcast channel that you establish. WE reserve the right to copy and aggregate your Content and include it within one or more of the channels established by us or our affiliates in our discretion. Your right to provide Content to the BLASTNETWORK is conditioned on your acceptance of this Agreement and your continued compliance with its Terms and Conditions, including the Content Guidelines. The Service offers end users access to digital content downloads, storage, and playback. **YOU have complete control on aggregating your digital Content; provided YOU have obtained all necessary rights to distribute such content for IP delivery in all territories throughout the world for which YOU authorize distribution rights.** YOU will be responsible for (i) completing the metadata form that WE will supply to YOU through the online registration, Channel and Episode management features and the accuracy of the information supply therein and (ii) your continued compliance with the Content Guidelines, including any requirements for uploading or other delivery of your Content to us. YOU will have the opportunity to place restrictions and limitations on the distribution of your Content across the BLASTNETWORK as more fully set forth on the metadata form and in the Content Guidelines.

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**(b) Modification of Terms and Conditions.** WE may revise the Terms and Conditions of this Agreement by providing new terms and conditions to YOU to accept or reject (i) when YOU next log on to the BLASTNETWORK and (ii) by sending notice to YOU at your email address WE have on file for YOU. If YOU do not accept or reject the new terms and conditions by logging on to the BLASTNETWORK within ten (10) days after the date we deliver the email notice to YOU (the "Notice Period"), YOU will automatically be deemed to have accepted and be bound by the new terms and conditions as of the end of the Notice Period. If YOU log on to the BLASTNETWORK after the Notice Period has expired and elect to reject the new terms and conditions at that time, such rejection will be effective as of the date of your rejection provided YOU will still be bound to the new terms and conditions up and until the time of your rejection. Rejection of any modification to the Terms and Conditions may result in the deactivation of your channel that YOU may have established which will mean that your Content will not be available for viewing, accessing or downloading by users of the BLASTNETWORK on and after the date of such deactivation.

**(c) Obligations WE Agree to Undertake.** BLASTPODCAST will provide the following services and benefits to YOU on a non-exclusive basis:

(i) WE will provide instructions and specifications for the format, resolution, encoding rate, metadata, codecs and all other relevant technical specifications to YOU to enable YOU to provide your Content to us. This information will be located in the Content Guidelines that are located at [www.blastpodcast.com](http://www.blastpodcast.com) . WE agree to inform YOU of any changes in the Content Guidelines in a timely manner and prior to implementing any such changes. Notwithstanding the foregoing, WE will make best efforts to ensure that any changes to the Content Guidelines shall be backward compatible with any and all prior implementations of the BLASTNETWORK, as this term is customarily understood throughout the computer software industry.

(ii) WE will provide business and technical support to facilitate the Content marketing of YOUR Channel across the BLASTNETWORK and all BLASTNETWORK related products required to interface with the Service. Available support may further include advice on how to recruit customers, consulting on **implementing EFFECTIVE CONTENT SHAPING AND SCHEDULING** strategies, content bundling, marketing and ad placement, some or all of which may be available at an additional fee to YOU.

(iii) WE will host your Content for distribution to end users of the BLASTNETWORK, unless YOU elect to provide your own hosting facilities for any or all of your Content. Should YOU decide to host your own Content, WE agree to provide the necessary software and technical support to integrate such hosting facilities with the BLASTNETWORK, generally through the use of the BLASTPLAYER, provided **YOU AGREE TO EXCLUSIVELY UTILIZE BLASTPODCAST TO FACILITATE AND MANAGE ALL ADVERTISING ASSOCIATED WITH YOUR NON-BLASTPODCAST HOSTED CHANNEL.** WE further reserve the right to limit the amount of Content that WE will agree to host or to establish hosting fees with respect to such Content. WE operate a dedicated content network to facilitate the efficient delivery of Content to the end users of the BLASTNETWORK whereby your Content may reside on content servers that are owned or under the control of BLASTPODCAST or our affiliates, or the computers or servers of end users that have been authorized to access, download or store your Content. As a result when an end user requests authority to access, view or download any of your Content that is not hosted by YOU or a facility under your control, such Content may be delivered to the BLASTNETWORK end user from one or more devices that are connected to the BLASTNETWORK and accessed through our distributed content network. By requesting that WE host your Content YOU are hereby specifically agreeing that WE have your authorization to take advantage of this distributed content network architecture to reduce the cost of transmission and hosting of your Content on the BLASTNETWORK. Alternatively, should YOU decide to elect to host your Content, YOU will not be able to participate in the distributed content network and your Content will be delivered to the BLASTNETWORK end user directly from your content server or another central server that YOU may designate as the primary delivery method for your Content which may result in increased hosting and transmission fees to YOU. If YOU elect to host your own Content, WE reserve the right to set limits and fees to defray any special costs of integrating and/or transmission of your Content over the BLASTNETWORK that BLASTPODCAST or our affiliates may undertake or incur.

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(iv) If WE host your Content, WE will provide electronic delivery of your Content to customers of the BLASTNETWORK utilizing **NO DIGITAL RIGHTS MANAGEMENT (“DRM”) TOOLS**. Generally, audio files are .mp3 files (128Kbps) and video files are MPEG-4, H.264 files with encoding and sizing not to exceed 768Kbps/video & 128Kbps/Audio @ 320x240. The “running time” for each individual video episode shall not exceed twenty-minutes and for audio episode shall not exceed sixty-minutes without the express written permission of BLASTPODCAST. **End Users and Customers are encouraged to download and view YOUR Content on a variety of on-line, mobile and wireless platforms without what is commonly referred to as Digital Right’s Management prohibitions.** CPM (Cost Per Thousand) “impressions” or downloads DO NOT INCLUDE multiple viewing of a downloaded file/episode or “offline” viewing on mobile devices.

BLASTPODCAST reserves the right to adopt one or more different technology platforms, in addition to the non-proprietary file formats set forth herein, and to mandate the integration and utilization of the same, in the event that BLASTPODCAST determines, in its sole discretion, that it is in the best interest of BLASTPODCAST and content partners. YOU acknowledge and agree that (1) BLASTPODCAST may customize any technology for use in connection with the BLASTNETWORK, (2) to the extent required or appropriate, it is solely your responsibility to obtain your own licenses to any DRM (or other selected) technology you directly elect to apply to the Content, for paying license fees for the same, and for obtaining and executing any license agreements required by the licensor of the same, and for **CLEARLY NOTIFYING END USERS OF ANY DRM RESTRICTION YOU INTEGRATE INTO YOUR CONTENT THAT IS FEATURED AND DELIVERED THROUGH THE BLASTNETWORK** (3) BLASTPODCAST is not responsible for the quality or the performance of the ANY THIRD PARTY DRM (or other selected) technology. In the event YOU elect to host your own Content, YOU will be responsible for protecting your Content for distribution over the BLASTNETWORK, and WE reserve the right to determine if any digital rights management technology is permissible or compatible with the BLASTNETWORK.

(v) WE will provide YOU with the reports and payments as set forth in Sections 2, 3 and 4 above, including detailed revenue, advertising and activity online reporting that adequately reflects all Content revenue, Content downloads, advertising impressions, as well as all other relevant usage activity that is generated in the BLASTNETWORK in connections with your Content.

(vi) WE shall promote your Content and channel within the BLASTNETWORK. The frequency, schedule, duration, location, size, and number of impressions or promotional items for promotions shall be in our discretion, unless YOU agree to purchase premium positioning from us to feature and highlight your offerings over those of other content partners of BLASTNETWORK under one or more programs that we may make available for this purpose. The general placement policy for all promotions within the BLASTNETWORK shall be determined by BLASTPODCAST in our sole discretion.

**(d) Obligations YOU Agree to Undertake.**

**As a participant of our Content Partner Program YOU agree to the following:**

(i) YOU will supply the Content for download and distribution by means of the BLASTNETWORK as agreed to herein between YOU and BLASTPODCAST and that all Content delivered will be in compliance with the Content Guidelines, as they may be amended from time-to-time in our sole discretion. YOU may amend or modify the Content in any manner that you desire provided any amendments or modifications continue to satisfy the then current set of Content Guidelines AND do not interfere with active and approved advertising campaigns specific to your Content (i.e. Exclusive Advertising/Sponsor media buys which are active).

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(ii) YOU hereby grant to BLASTPODCAST and our affiliates, a **non-exclusive right and license** to promote, use, reproduce, host, cache, route, transmit, distribute, publish, copy, modify, reformat, excerpt, exhibit, display, perform and commercially exploit the Content on and by means of the BLASTNETWORK throughout the world, including by means of any distributive content network, and through networks maintained and under the control of our affiliates. The license granted herein also includes cross platform distribution rights for the Content, and authorizes BLASTPODCAST and our affiliates, and end users thereof, to distribute, access, view, and download your Content over any electronic device platform, including but not limited to personal computers, televisions, telephones and other mobile and portable devices. For purposes of these Terms and Conditions, BLASTPODCAST'S affiliates include its data hosting and serving licensees that are authorized to operate the BLASTNETWORK under their own name and in conjunction with their own content or content of others not attributed to the BLASTNETWORK or BLASTPODCAST content partners, whether through a private label or other channel distribution network, and whether or not any reference is made therein to BLASTPODCAST or the BLASTNETWORK. Additionally, YOU hereby grant BLASTPODCAST and our affiliates a non-exclusive right and license to use, publicly display, perform, reproduce and distribute limited excerpts from your Content, and any trademarks or service marks associated therewith, for advertising or promotional purposes on the Internet and in presentations, marketing materials, customer lists, financial reports and published listings of customers across the BLASTNETWORK, our web site or otherwise in the marketing of BLASTPODCAST, the BLASTNETWORK and the Services, without any obligation to compensate YOU for such use. In the event that your rights in and to the Content are restricted to particular territories or limited in any other way, YOU and WE shall work together on implementing best practices such as IP filtering or content windowing, to prevent any unwanted third party from accessing the Content, or in any way infringing or otherwise broadening the scope of the rights that YOU agree to grant to us herein, or the rights YOU may have in the Content.

(iii) YOU will take all actions necessary or appropriate to ensure that the Content YOU upload to the BLASTNETWORK complies with the Content Guidelines. If YOU cannot generate the Content in accordance with the Content Guidelines, and YOU still desire the Content to be available on the BLASTNETWORK, YOU will work with BLASTPODCAST to determine a method of converting the Content to meet such requirements and YOU agree to pay us or any other mutually acceptable third party service provider the costs and expense for such conversion to make the Content comply with the Content Guidelines. Any ancillary costs and expenses will be agreed-to in advance, in writing and subject to mutual approval.

(iv) YOU will provide to us all metadata information for the Content as described in the Content Guidelines and covenant that YOU will correct any information that is shown to have been inaccurate or in error. Your failure to correct any such information after requested by BLASTPODCAST may result in BLASTPODCAST deactivating the offending Content or, if appropriate, the Channel on which it is displayed. Your sole right and remedy if YOU dispute any determination by BLASTPODCAST that any metadata information is inaccurate is to remove the Content from the BLASTNETWORK without any further recourse against BLASTPODCAST for monetary damages or otherwise.

(v) Upon your acceptance of this Agreement, YOU agree to be automatically enrolled into the BLASTNETWORK and YOU will have the opportunity to promote BLASTPODCAST, the BLASTNETWORK and the Content provided to us by YOU in your own Channel, episode management and marketing programs. Specifically, YOU will have the ability to feature the BLASTNETWORK and BLASTPODCAST on your Internet home page or other web page for the term of this Agreement through the integration of the iFrame BLASTPLAYER; or other to be developed feature and/or format. WE will provide YOU with guidelines and graphical artwork such as banners, buttons, video adverts, promotional codes or any other use in linking to our home page.

(vi) YOU will comply with all policies and procedures of BLASTPODCAST as they are set forth herein, including, without limitation, BLASTPODCAST'S Privacy Policy, and the policies and procedures of any program in which YOU are enrolled. WE may modify any of the policies and procedures contained in this Agreement or in any program WE administer or make available to our content partners, advertisers, promoters at any time and in our sole discretion, including for example, changes in the scope of acceptable Content, the Content Guidelines, commission percentages, referral fee schedules, Program structure, expense and compensation calculations, payment procedures, and Program rules.

**IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. MODIFICATIONS TO THE TERMS AND CONDITIONS SHALL NOT AFFECT ANY AGREED UPON FINANCIAL TERMS OR THE SCOPE OF THE CONTENT LICENSES GRANTED TO BLASTPODCAST HEREIN PRIOR TO THE EFFECTIVE DATE OF SUCH CHANGES OR TERMINATION. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IF YOU ELECT TO REMOVE ANY CONTENT OR CHANNEL FROM THE BLASTNETWORK, SUCH CONTENT AND CHANNEL SHALL BE LIKEWISE REMOVED FROM ALL OF OUR AFFILIATE'S NETWORKS AND NO LONGER BE AVAILABLE FOR FURTHER DISTRIBUTION BY BLASTPODCAST THROUGH THE BLASTNETWORK OR OUR AFFILIATES AND WE AGREE NOT TO UTILIZE OUR DISTRIBUTIVE AND/OR DEDICATED CONTENT NETWORK TO FURTHER DISTRIBUTE SUCH CONTENT; PROVIDED, HOWEVER THIS COVENANT DOES NOT REFER TO ANY CONTENT THAT HAS CONTENT PARTNER AGREEMENT BEEN LEGITIMATELY PURCHASED OR DOWNLOADED BY AN END USER THAT MAY BE DISTRIBUTED BY SUCH END USER THROUGH NO EFFORTS OF BLASTPODCAST OR OUR AFFILIATES. FURTHER, IT IS LIKELY THAT TERMINATED CHANNEL CONTENT MAY CONTINUE FOR AN UNRESTRICTED TIME PERIOD TO BE ACCESSIBLE TO END-USERS VIA CACHED EPISODES OR OTHER INTERNET FUNCTIONS WHICH ARE OUTSIDE OF THE CONTROL OF BLASTPODCAST. YOU ACCEPT SUCH ANCILLARY DOWNLOADS, EVEN ON TERMINATED CHANNELS, AS BEING INHERENT AND ACCEPTABLE WITHIN THE SCOPE OF INTERNET BASED DIGITAL DISTRIBUTION.**

**(e) Intellectual Property Rights; Digital Millennium Copyright Act.**

(i) YOU and WE acknowledge and agree that any proprietary property, including any copyrights, trademarks, service marks, patents or other intellectual property, that has been or will be provided by either party to the other party shall, as between the parties, remain the sole and exclusive property of the providing party. Each of the parties will take such action (including signature and assistance in preparation of documents or the giving of testimony) as may be requested by the providing party to confirm such providing party's intellectual property rights and ownership of any intellectual property and each of the parties will refrain from taking any action that would infringe, impair or otherwise act contrary to the respective party owning the rights in and to the intellectual property.

(ii) Any notices of alleged infringement of any proprietary property, including any copyrights, trademarks, service marks, patents or other intellectual property received by BLASTPODCAST that comply with the provisions of the Digital Millennium Copyright Act (the "DMCA") (the text of which can be found at the United States Copyright Office Web Site, <http://lcWeb.loc.gov/copyright/>), and other intellectual property laws, will be responded to by BLASTPODCAST. Accordingly, YOU agree and acknowledge that BLASTPODCAST may remove or disable access to material, including the Content, claimed to be infringing on the intellectual property rights of others. If WE remove or disable your Content in response to such a notice, WE will make a good faith effort to contact YOU so that YOU may make a counter notification pursuant to the terms of the DMCA.

(f) Your Warranties and Obligation to Indemnify. By accepting these Terms and Conditions, YOU represent and warrant that **(i) YOU are at least 18 years of age and have the right, power and authority to enter into and perform under this Agreement,** (ii) all of the information that is provided by YOU is correct, complete and current at the time it is provided to BLASTPODCAST, (iii) YOU have all necessary rights, title and interest in and to, or alternatively, hold and will continue to hold, the right to license, sell, distribute, convey, transfer and sublicense, all Content that YOU supply to the BLASTNETWORK, BLASTPODCAST, and its affiliates, or their customers in such format that is contemplated when YOU upload or deliver the Content to BLASTPODCAST or its affiliates, (iv) the Content and the rights and licenses that YOU grant under these Terms and Conditions (1) do not and will not violate any applicable laws, statutes, ordinances or regulations, (2) do not and will not violate any copyright or other intellectual property right (including the right of publicity or privacy) of any person or entity, (3) violate any other duty or obligation that YOU may have to any other person or entity, and **(v) YOU acknowledge that this representation and warranty is of the essence of this Agreement.**

## BLASTPODCAST, INC. CONTENT PARTNER PROGRAM TERMS AND CONDITIONS

YOU acknowledge your obligation to provide supporting documents when and as requested, either by BLASTPODCAST or by any local, state or federal government authority regarding rights in the Content. YOU acknowledge your obligation to work with all copyright or intellectual property right owners regarding content rights and to obtain all necessary releases, licenses, assignments or other legal permissions with regard to the Content and its use hereunder. YOU shall insure that all Content provided hereunder shall be cleared for use in the manner intended hereunder and that YOU shall be responsible for all third party costs including, but not limited to, guild fees, license fees, ASCAP/BMI fees or any other fees or charges imposed for the use or distribution of the Content. YOU further represent, warrant, covenant and agree that any metadata provided by YOU for the Content will be complete and accurate and will conform to all of BLASTPODCAST'S parameters for metadata and the Content Guidelines. YOU agree to indemnify, defend and hold harmless BLASTPODCAST for any claims, damages, losses or expenses (including reasonable attorneys fees) arising out of or resulting from your breach of this Agreement including, but not limited to, your representations and warranties in this Section 5(g). In addition, YOU agree to indemnify, defend and hold harmless BLASTPODCAST for any claims, damages, losses or expenses arising out of or resulting from the Content supplied by YOU to BLASTPODCAST, the BLASTNETWORK or BLASTPODCAST'S customers, or any inaccuracy, misstatement, controversy, violation of law or personal right, or governmental investigation related to the Content supplied by YOU to BLASTPODCAST, the BLASTNETWORK or BLASTPODCAST'S customers. For purposes of this Section, BLASTPODCAST shall be deemed to include its affiliates and licensees, and their respective employees, agents, shareholders and any other third party working for or on behalf of BLASTPODCAST in connection with the subject matter of this Agreement.

### **(g) Trademark Ownership and License.**

(i) Each party hereby grants the other a nonexclusive, non-transferable, limited license to use its trademarks, service names, and/or trade names (the "Marks") only as required to effectuate this Agreement. Without limiting the foregoing, YOU agree that your Marks may be used by BLASTPODCAST in connection with the licenses granted to BLASTPODCAST by YOU in Section 5(d)(ii) herein. All such use shall be in accordance with each party's reasonable policies regarding advertising and trademark usage as established from time to time. Each party hereby reserves the right to review planned uses of that party's Marks to confirm that they are within the guidelines set forth in this Agreement.

ii) Upon termination of this Agreement, each party will cease using the Marks of the other party except (1) as the parties may agree in writing or (2) to the extent permitted by applicable law.

(iii) WE retain all right, title and interest in and to the BLASTPODCAST Marks worldwide, subject to the limited license granted to YOU hereunder. YOU will retain all right, title and interest in and to your Marks worldwide, subject to the limited license granted to BLASTPODCAST hereunder.

### **(h) Term of the Agreement; Termination.**

The term of this Agreement will commence on the date YOU accept this Agreement (the "Effective Date") and will end on the first anniversary thereof. This Agreement will automatically renew on each anniversary date of the Effective Date unless previously terminated by either party. BLASTPODCAST may terminate this Agreement and terminate or suspend your participation in the BLASTNETWORK immediately on determining that your continued participation in the BLASTNETWORK or BLASTPODCAST'S products or services or the use of your Content within the BLASTNETWORK or otherwise may expose BLASTPODCAST to liability or claims or may devalue the goodwill or reputation of BLASTPODCAST or BLASTPODCAST'S other partners. In addition, BLASTPODCAST reserves the right to immediately withdraw any Content from promotion, download or distribution on the BLASTNETWORK for any reason in its absolute discretion or to impose limitations related to the same. WE may at any time in our discretion and without liability to us terminate our Content Partner Program, the Advertising Program or any product, service or feature in any of the programs that WE make available to YOU. Upon termination of this Agreement Sections 4 and 5(e) through 5(n) shall survive such termination and shall remain in full force and effect.

**(i) Entire Agreement.** The foregoing, including, without limitation, the terms defined for purposes of the Agreement in the recitals to this Agreement, along with all written and mutually executed attachments, exhibits and appendixes, and any confidentiality agreement entered into between the parties, constitutes the entire agreement between the parties on the subject matters hereof and thereof, and all oral or other written communications that have taken place between the parties on this subject are superseded and replaced by the terms stated herein.

**(j) Disclaimer and Limitation of Liability and Remedies.** (i) YOU acknowledge and agree that as with any on-line interaction and electronic communication format, there is an inherent risk involved in transmitting any information by means of the Internet. BLASTPODCAST does not and cannot guarantee that its system is free from hackers or viruses or that Content provided by YOU to the BLASTNETWORK will not be stolen or otherwise surreptitiously obtained. Except for claims, damages, losses or expenses arising out of or resulting from BLASTPODCAST'S gross negligence in complying with the terms, conditions, procedures or specifications of any DRM or a policy of having no Digital Right's Management tools, or such other security technology selected and implemented or abandoned by BLASTPODCAST or from BLASTPODCAST'S breach of this Agreement, BLASTPODCAST specifically disclaims, and is not responsible or liable for (1) any claims, damages, losses or expenses arising out of or resulting from any conversion, piracy, infections or contamination of your Content; (2) any claims, damages, losses or expenses arising out of or resulting from delays, inaccuracies, errors, or omissions arising out of your use of the BLASTNETWORK or with respect to any Content contained on the BLASTNETWORK; (3) any claims, damages, losses or expenses arising out of or resulting from any claim brought by a third party claiming infringement of any intellectual property right of any kind or nature with respect to the Content; or (iv) any claims, damages, losses or expenses arising out of or resulting from your participation in the BLASTNETWORK or other products or services of BLASTPODCAST.

**(ii) THE BLASTNETWORK AND THE SERVICES PROVIDED BY BLASTPODCAST OUR AFFILIATES TO YOU UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER. BLASTPODCAST EXPRESSLY DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY AND PERFORMANCE OF THE BLASTNETWORK, ANY TECHNOLOGY USED IN CONNECTION THEREWITH AND THE CONTENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.**

**BLASTPODCAST MAKES NO WARRANTY THAT ANY SERVICE PROVIDED TO YOU HEREUNDER, INCLUDING, WITHOUT LIMITATION, USE OF THE BLASTNETWORK or BLASTPLAYER TO DISPLAY YOUR CONTENT, WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BLASTPODCAST OR ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OF FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO BLASTPODCAST'S PERFORMANCE HEREUNDER OR THE PERFORMANCE OF THE BLASTNETWORK, THE CONTENT PROVIDED BY OTHER PERSONS OR ENTITIES TO BLASTPODCAST FOR DISTRIBUTION OR PROMOTION ON THE BLASTNETWORK, EVEN IF BLASTPODCAST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BLASTPODCAST ASSUMES NO RESPONSIBILITY FOR DOWNTIME OF THE BLASTNETWORK OR FOR THE LOSS OF INFORMATION, DATA RECORDS OR CONTENT. NOTWITHSTANDING ANY DAMAGES THAT YOU MAY INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF BLASTPODCAST UNDER ANY PROVISION OF THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY BLASTPODCAST TO YOU HEREUNDER. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.**

**(k) Dispute Resolution.** Any dispute under this Agreement except for disputes arising under Section 5(e), will be submitted to binding arbitration. Upon any dispute about which a party requests adjudication, BLASTPODCAST and YOU will negotiate for a period of ten (10) business days to mutually select three arbitrators. If BLASTPODCAST and YOU cannot agree on three arbitrators, then each of BLASTPODCAST and YOU will select one (1) arbitrator and the selected arbitrators will appoint a third arbitrator. The arbitration shall be conducted under the regulations and procedures of the American Arbitration Association and shall be held in the Washington, D.C. metropolitan area. The decision of the arbitration panel shall be final and binding on both BLASTPODCAST and YOU. Notwithstanding anything in this Agreement to the contrary BLASTPODCAST may seek injunctive relief to remedy a breach of contract under this Agreement.

**(l) Confidentiality.** Other than as may be required by (a) applicable law, Governmental order or regulation, securities law or by order or decree of any court of competent jurisdiction, and (b) as part of normal reporting and review requirements and/or communications with attorneys, accountants, auditors and/or other advisors, neither party shall disclose or make available to any third party the terms of this Agreement and any other confidential information received from the other in any form without the express written approval of the other. Each party agrees not to use such information except to the extent necessary to perform under this Agreement, and neither party shall intentionally circulate confidential information of the other party within its own organization except to those with a specific need to know. The Parties' obligations hereunder with respect to confidential information shall survive for a period of two (2) years following the expiration or earlier termination of these Terms and Conditions.

**(m) Third Party Payments.** BLASTPODCAST shall not be responsible for any third party payments including, without limitation, any union or guild residuals, deferments, or any payments in respect to your Content. YOU shall indemnify BLASTPODCAST and hold BLASTPODCAST harmless against any liability for any payments paid by BLASTPODCAST to preserve its rights with respect to the Content, and for any failure of YOU or other person or company to make such payments, in whole or in part. Any and all such payments shall include, but not be limited to, third party payments, royalties and revenue shares.

**(n) Miscellaneous.** Neither party may assign the Agreement or any rights under it without the prior written consent of the other, such consent not to be unreasonably withheld. If any provision of this Agreement is found to be invalid or limited in its force, it will be enforced to the maximum extent of the law and the remainder of the Agreement will continue in force. The failure, whether intentional, to enforce rights given in this Agreement shall not constitute or be interpreted as a waiver of any rights hereunder. If a conflict exists between the body of this Agreement and referenced schedule, exhibit, or attachment, the body of the Agreement will prevail. All notices, requests, consents and other communications under this Agreement will be made (i) if to YOU at the email address YOU provided when registering for any Program, and (ii) if to us at **LEGAL [AT] BLASTPODCAST [DOT] COM**, or at any other address provided at [www.blastpodcast.com](http://www.blastpodcast.com) in writing for such notices, and will be either (1) delivered by hand; (2) made by email or facsimile; (3) sent by overnight courier; or (4) sent by registered mail, return receipt requested, postage prepaid. All notices, requests, consents and other communications under this Agreement will be deemed to have been given (a) if by hand, at the time of the delivery thereof to the receiving party; (b) if made by email or facsimile, upon verification of receipt; (c) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service; or (d) if sent by registered or certified mail, on the fifth business day following the day such mailing is made provided such notice is properly addressed. Any party may change the address, facsimile, email or the person designated in the attention line provided such notice complies with this section for providing notice. In the event that either party is unable to perform any of its obligations, or to enjoy any of its benefits because of natural disaster, actions of government bodies, acts of war or terrorism, fire, flood, earthquake, or other acts of God the party affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be suspended.

BLASTPODCAST, INC. CONTENT PARTNER PROGRAM TERMS AND CONDITIONS

This Agreement will be deemed to have been made in **Delaware, United States**. The rights and liabilities of the parties will be determined in accordance with the laws of the State of Delaware without regards to its conflicts of laws provisions. Each of the Parties agrees that any and all actions and proceedings arising directly or indirectly from the Agreement, subject to section 5(l) above, will be litigated and venue shall be exclusive in any federal or state courts located within Delaware. Each of the parties agree that service of process by registered mail, return receipt requested shall be sufficient to constitute service of process and for the courts to obtain jurisdiction over the parties.

Nothing in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between BLASTPODCAST and YOU. For the purposes of this Agreement each party shall at all times be considered an independent contractor with respect to the other and not as partner at law, joint venturers, employees or agents of the other. No franchise is created hereby. Neither Party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any other contract, agreement or undertaking with any third party except as specifically provided for herein.

By their signatures below, the parties indicate their agreement to be bound by the Terms and Conditions stated above:

**The Company:**

**Blast Podcast, Inc.**  
A Delaware Corporation

**Partner Address:**  
3142 Borge Street  
Oakton, Virginia 22124

Authorized Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

FAX  
EMAIL: legal [at] blastpodcast [dot] com

**Content Partner:**

Company Name: \_\_\_\_\_  
State Incorporated \_\_\_\_\_  
Name (Print) \_\_\_\_\_  
Title (Print) \_\_\_\_\_  
Tax ID # \_\_\_\_\_  
WebSite URL \_\_\_\_\_  
Email \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_