

Age of Radio Partnership Agreement

Section I: Age of Radio Obligations

Age of Radio Will Provide the following:

- Unlimited Hosting
- Provide access to your podcasts hosts and their support team to Panoply Megaphone Platform. Megaphone is the product of Panoply Media.
- Cover costs of hosting charged by Panoply Media to Age of Radio LLC. Age of Radio will not pay for hosting costs for any other hosting service your podcast is being charged
- Distribution of your podcast to: Apple Podcasts, Spotify, iHeart Radio, Stitcher, Google Podcasts, Google Play, TuneIn, Breaker, Overcast, Podbean, and any other distributions channel we deem necessary for your podcast success
- Occasionally advertise your podcast across other network shows to promote your podcast
- Create an Age of Radio branded show page within 60 days of sign up
- Occasionally provide paid advertising to promote your podcast
- Split Revenue regarding Advertisements. Your Podcast will receive 60% of revenue generated from Megaphone dynamic ad placements, sponsorships secured by Age of Radio partnered agencies, and direct sponsorships secured by Age of Radio. You may not decline advertisements that are automatically inserted by Megaphone. You may decline the sponsorships that are presented to you by Age of Radio from our advertising partners or that directly come to you from Age of Radio. Any sponsors that you secure without the help of Age of Radio will not be part of the revenue split. That is all your money. Age of Radio, currently, does not guarantee to secure any sponsorship for you.

- Split Revenue Regarding Age of Radio Affiliate Marketplace (part of the Age of Radio Bazaar): Age of Radio partners with companies to provide affiliate links to our listener. All affiliate links are managed by Age of Radio. All revenue generated from affiliate links in this matter will be subject to a 60/40 revenue split. Your podcast will receive 60% of affiliate generated revenue. Your split is generated by your podcast's total downloads for the month/total podcast network downloads. This percentage will be applied to the affiliate revenue generated for the month. The resulting amount will be what is paid out.
- Provide payment to your podcast for revenue earned within 30 days of receiving revenue for advertisement placement or affiliate link.

Section II: Your Obligations

Your podcast show, hosts, and supporting team will provide the following

- Agree to release at least 2 Podcast episodes during each Calendar Month while part of the network.
- Take responsibility for uploading your podcast episodes to the Megaphone hosting platform and scheduling publication.
- Agree to allow Age of Radio to include 15 second pre-rolls, 30 second mid-rolls, or 60 second mid-rolls for sponsor ads and Age of Radio Show promo advertisements. Age of Radio will manage this, your podcast, hosts, and support team will not have to do additional work
- Place at least 3 Post Roll and 3 Mid Roll Advertisement Inventory placements using Megaphone Ad Locator feature within each podcast episode. You may continue to place advertisements to earn additional income. All income generated in this manner is subject to revenue split agreement explained in Section I
- Agree to allow Age of Radio to place Linus (the Age of Radio logo) on your podcast thumbnail
- Provide a 30-Day notice if they wish to end their relationship with Age of Radio.

Section III: Indemnity

III.1 Your podcast, hosts, and supporting team will indemnify, defend, and hold Age of Radio harmless from and against any claims relating directly or indirectly to, or arising out of, content posted on your Podcast show's materials, or use of your Podcast logos and trademarks

III.2 Age of Radio will not be responsible for damage to or loss of property belonging to your Podcast, its employees, contractors, or agents or for personal injury to your Podcast's employees, contractors, agents, directors, or invitees except to the extent that claims may be solely and directly attributed to willful misconduct or gross negligence of your Podcast show and Age of Radio's employees, directors, or officers.

III.3 Age of Radio will give your Podcast prompt written notice of any suit or claim that comes within the purview of these indemnities.

Section IV: Limitation of Liability

In no event shall either party be liable to the other party for any consequential, incidental, indirect, or punitive damages regardless of whether such liability results from breach of contract, breach of warranties, tort, strict liability, or otherwise.

Section V: Terms and Conditions

V.1 This Agreement will be valid until your Podcast wishes to end the relationship.

V.2 Age of Radio may terminate this Agreement at any time for any reason. If the Age of Radio terminates Agreement for any reason other than your Podcast's breach of Agreement, Age of Radio shall refund any materials, software, or proprietary images received from your Podcast.

V.3 Age of Radio will give your Podcast prompt written notice of any suit or claim that comes within the purview of these indemnities.

Section VI: Disagreement

In the case of a disagreement at any point, the parties will refer the matter to an independent arbitrator appointed by mutual agreement.

Section VII: Miscellaneous

This Agreement shall be governed by and executed in accordance with the laws of the State of Arizona applicable to agreements made and to be performed entirely within this state.