



PODCAST LICENSE AGREEMENT

1. INTRODUCTION.

The following terms and conditions, including the schedules hereto (the **“Podcast License Agreement”**), constitute a legally binding agreement between you, a content creator, producer and/or distributor (subsequently referred to as **“you”**), and Spotify AB, a company registered in Sweden under number 556703-7485 with offices at Regeringsgatan 19, 111 53 Stockholm, Sweden, and SPOTIFY USA, INC., a Delaware corporation with offices at 45 W 18th St., 7th Floor, New York, NY 10011, USA (respectively **“Spotify AB”** and **“Spotify USA”**, and together **“Spotify”**). If you are acting on behalf of a corporation or organization, you agree to the terms of this Podcast License Agreement for that organization and confirm that you have authority to bind that corporation or organization. In that case, **“you”** and **“your”** will refer to that corporation or organization.

Spotify provides a digital media distribution service (the **“Service”**) and you wish to submit your podcasts, and associated content, for distribution by Spotify on the Service, as further described below. Your submission of content requires that you agree to the terms and conditions of the Podcast License Agreement. Your submission of content is also subject to the Spotify Terms and Conditions of Use available <https://www.spotify.com/ee/legal/end-user-agreement/> (the **“Terms of Use”**) and Spotify’s Privacy Policy (**“Privacy Policy”**). In the event of any conflict between a provision in the Terms of Use and the Podcast License Agreement, the provisions of this Podcast License Agreement will govern.

Please read the Podcast License Agreement, the Terms of Use, and the Privacy Policy carefully. If you do not accept or do not agree to any of the terms and conditions set out in the Podcast License Agreement, the Terms of Use, or the Privacy Policy (referred together as the “Terms”), you may not and should not submit or upload any content to the Service. By confirming that you accept these Terms, and/or by submitting or uploading content to the Service, you represent and warrant that you have read and understand the terms and conditions of the Podcast License Agreement and that you will comply with them.

Spotify reserves the right to change, alter, replace or otherwise modify the Podcast License Agreement at any time to, as an example, reflect changes to the law or to the Service. Spotify will attempt to notify you of major or material updates in advance, but you are advised to regularly review the most recent and up-to-date version of the Podcast License Agreement at [...]. You have no obligation to continue to upload and submit content to the Service following a change to the Podcast License Agreement, and if you do not agree to a modified version of the Podcast License Agreement, you should remove any content you uploaded and discontinue your use of the Service.

2. DEFINITIONS

2.1 In this Podcast License Agreement, the following terms shall have the following meanings:

“API” means any application-programming interface that Spotify makes available to third parties which allows such third party to make available Authorised Content in accordance with this Podcast License Agreement;

“Approved Format” means: (i) any industry-standard implementation of the digital media “streaming” format, as that term is commonly understood, in all cases wherein the content of the media file is rendered simultaneously with its transmission; and (ii) the so-called “conditional download” format wherein the transmission of a media file results in a playable copy of the media file being deposited on the storage medium of a User’s Terminal Device;

“Authorised Content” has the meaning set forth in Section 3.1;

“Conditional Download” means a digital media file of Authorised Content transmitted as described in part (ii) of the definition of Approved Format;

“Content Delivery Specification” means the specifications provided for in Schedule 1 as amended from time to

the definition of Approved Format;

“**Content Delivery Specification**” means the specifications provided for in Schedule 1 as amended from time to time.

“**Podcast License Agreement**” has the meaning first set forth above;

“**Service**” has the meaning first set forth above;

“**Spotify**” as used throughout this Podcast License Agreement shall mean, insofar as the Podcast License Agreement, including all rights, duties, obligations, benefits, privileges and immunities, pertains to: (i) solely the United States, Spotify USA Inc.; and (ii) the rest of the Territory excluding the United States, Spotify AB;

“**Spotify Client**” means any version of the interface through which Spotify grants access to the Service;

“**Spotify Intellectual Property**” has the meaning set forth in Section 5.1;

“**Stream**” means a digital media file of Authorised Content transmitted in the Approved Format, and “**Streaming**” means the act of transmitting such file;

“**Term**” has the meaning set forth in Section 11.1;

“**Terminal Device**” means any now known or hereafter developed computer or consumer electronics device compatible with the relevant Approved Format and all other applicable requirements of this Podcast License Agreement, including, without limitation, laptop and desktop PCs (running, without limitation, MAC OS, Windows, Linux OS), netbooks, tablets, gaming consoles, networked home audio equipment, internet-enabled personal audio players, connected MP3 players, mobile telephones and cellphones, set-top boxes, connected televisions, voice-controlled speakers, wearable devices and motor vehicles;

“**Territory**” means the World;

“**United States**” means the United States of America including its territories, possessions and commonwealths;

“**User**” means a user in the Territory and who Spotify authorizes to access the Service.

3. CONTENT

3.1 Authorised Content. You license Spotify all of the audio content, including any associated metadata, images, artwork, texts, photographs, videos, marketing materials or other associated materials, as specified by you in the Podcast submission form and provided by you under this Podcast License Agreement (the “**Authorised Content**”) for use in connection with the Service. For the avoidance of doubt, Authorised Content shall not include any content that a User has stored locally on their Terminal Device, and which has not been downloaded using the Service, even if such content is the same as delivered by you under this Podcast License Agreement.

You may include embedded advertising and/or sponsorship messages the Authorised Content, in accordance with any criteria, specifications, guidelines, editorial standards, rules, or policies that Spotify may require regarding the inclusion of such advertising and/or sponsorship messages in the Authorised Content, as updated from time to time and which may be delivered to you in writing or via a posting on an accessible hyperlink (“**Policies**”). For avoidance of doubt, you acknowledge that advertising and/or sponsorship messages containing pornographic content, or for firearms, ammunition, weapons, cigarettes, tobacco or e-cigarettes, or that relates to political or religious organisations or for any competing music streaming service, is not permitted. Spotify reserves the right to remove and/or block any Authorised Content that contains any such embedded advertising and/or sponsorship messages, or that it otherwise deems to be inconsistent with its Policies.

The Authorised Content you provide may only include content that you wholly own or otherwise are fully authorized to permit Spotify to distribute and use in accordance with this Podcast License Agreement. You must therefore, as an example, have all rights and authorizations relating to any sound recordings and musical works included in the Authorised Content, necessary to allow all forms of distribution and usage specified in this Podcast License Agreement.

3.2 Delivery of Content. You shall, unless otherwise is agreed in writing, provide the Authorised Content (including all metadata and images) at no cost to Spotify, and/or any third party appointed by Spotify, in accordance with Spotify’s Content Delivery Specification in effect from time to time, the current version included as Schedule 1. Spotify, and/or any third party appointed by Spotify, may in its sole discretion decide to use all, or parts of, the metadata provided, as well as to supplement and/or replace such metadata. Without limitation to your other obligations herein, you will use best efforts, including by way of content filtering and blocking of certain content whether automated or manual, to ensure the Authorised Content delivered under this Podcast License Agreement does not breach Spotify’s infringement guidelines, as updated from time to time and which may be delivered to you in writing or via a posting on an accessible hyperlink.

3.3 Withdrawal of Authorised Content. If it comes to your attention that any part of the Authorised Content that you have provided to Spotify is likely to infringe the Intellectual Property Rights of a third party if transmitted and communicated to the public by Spotify in accordance with this Podcast License Agreement, you may withdraw such Authorised Content from the Service, provided that such content is withdrawn from all other affected distribution

provided to Spotify is likely to infringe the Intellectual Property Rights of a third party if transmitted and communicated to the public by Spotify in accordance with this Podcast License Agreement, you may withdraw such Authorised Content from the Service, provided that such content is withdrawn from all other affected distribution services and/or platforms at the same time. In the event that you withdraw Authorised Content, Spotify shall cease any further transmission of the affected Authorised Content as promptly as practicable.

4. DISTRIBUTION OF AUTHORISED CONTENT

4.1 Authorisations. You hereby authorise Spotify on a non-exclusive basis, in the Territory and in connection with the Service, to: (a) download, digitally transcode, make copies of and otherwise process the Authorised Content to the extent reasonably necessary to transmit and communicate to the public the Authorised Content as set forth in this Section 4.1; (b) transmit and communicate to the public Streams and Conditional Downloads of Authorised Content on a pre-programmed and on-demand basis to the Terminal Devices of Users; (c) transmit, communicate to the public and display metadata and images to Users via the Spotify Client and Spotify web properties for purposes of identifying and promoting the availability of the corresponding Authorised Content on the Service; (d) transmit and communicate to the public Authorised Content through the API for display on third party services; (e) make and store on Spotify's servers and Terminal Devices such copies of Authorised Content as are reasonably necessary to enable Spotify to transmit and communicate to the public Authorised Content and communicate to the public and display images as permitted hereunder; and (f) use the Authorised Content for internal research and development purposes.

For the avoidance of doubt, Spotify will determine, at its sole discretion, whether the Authorised Content will be distributed via the Service, and Spotify shall be entitled to use the Authorised Content in conjunction with all of the tiers, features and functionalities of the Service. Furthermore, you acknowledge that the Service may include advertisements and that Spotify has the right to present advertisements in connection with the Authorised Content.

4.2 Takedowns. Spotify shall be under no obligation to include and/or distribute the Authorised Content via the Service and reserves the full right to remove any Authorised Content from the Service in its sole discretion. Without limiting the foregoing, Spotify shall have the right, in relation to all Authorised Content, to withdraw, with no liability whatsoever to Spotify and without prejudice to other remedies, with immediate effect, the Authorised Content from the Service if: (a) Spotify is notified by you or otherwise becomes aware that the Authorised Content and/or the distribution thereof, is or may be in violation of any applicable laws or regulations, or constitute an unlawful act in relation to you, Spotify or any third party; (b) Spotify is instructed to take such action by the public prosecutor's office or another competent authority; (c) any part of the Authorised Content that has been provided to Spotify is likely to infringe the Intellectual Property Rights of a third party if distributed by Spotify in accordance with this Podcast License Agreement; or (d) you in any relevant way fail to fulfil your obligations under this Podcast License Agreement or is otherwise in breach of the Podcast License Agreement.

5. INTELLECTUAL PROPERTY

5.1 Rights of Spotify. As between you and Spotify, all copyright and other intellectual property rights in and to the Service ("**Spotify Intellectual Property**") shall be owned exclusively by Spotify. For avoidance of doubt, nothing in this Podcast License Agreement shall be construed to convey, and you by virtue of this Podcast License Agreement shall not acquire, any ownership interest in any Spotify Intellectual Property. You shall not contest, or assist others in contesting, the validity, enforceability, ownership or title of any Spotify Intellectual Property.

5.2 Your Rights. As between you and Spotify, all copyright and other intellectual property rights in and to the Authorised Content shall be owned exclusively by you. For avoidance of doubt, nothing in this Podcast License Agreement shall be construed to convey, and neither Spotify nor any User by virtue of the limited rights granted hereunder shall acquire, any ownership interest in any of your intellectual property rights.

6. FEE AND USAGE DATA

6.1 Fees. The authorisations granted to Spotify in this Agreement are free of charge and Provider will not be entitled to any remuneration whatsoever.

6.2 Usage Data. Spotify shall provide you with reasonably detailed usage data regarding the Authorised Content in a format generally made available to similarly situated podcast providers.

7. CONFIDENTIALITY

7.1 Definition. "**Confidential Information**" means any information regarding the terms of this Podcast License Agreement (other than the fact of its existence or the name and address of each party), and any information, in whatever form, regarding your or Spotify's business or operations; provided that Confidential Information shall not include information which: (a) at or prior to the time of disclosure by the disclosing party was known to the receiving party through lawful means; (b) at or after the time of disclosure by the disclosing party becomes generally available to the public through no act or omission on the receiving party's part; (c) is developed by the receiving party independent of any Confidential Information it receives from the disclosing party; or (d) the receiving party receives from a third person free to make such disclosure without breach of any legal obligation.

public through no act or omission on the receiving party's part; (c) is developed by the receiving party independent of any Confidential Information it receives from the disclosing party; or (d) the receiving party receives from a third person free to make such disclosure without breach of any legal obligation.

7.2 **Obligations.** The receiving party acknowledges the confidential nature of the disclosing party's Confidential Information and agrees that it shall not disclose the disclosing party's Confidential Information to any other person, or use any Confidential Information for any purpose other than as contemplated hereby, without the prior written consent of the disclosing party. Each party hereto agrees to take reasonable precautions (no less rigorous than the receiving party takes with respect to its own comparable Confidential Information) to prevent unauthorised or inadvertent disclosure of the other party's Confidential Information. Notwithstanding the foregoing, a receiving party may disclose Confidential Information of a disclosing party pursuant to any statute, regulation, order, subpoena or document discovery request, provided that prior written notice of such disclosure is furnished to the disclosing party as soon as practicable in order to afford the disclosing party an opportunity to seek, at its own expense, a protective order (it being agreed that if the disclosing party is unable to obtain or does not seek a protective order and the receiving party is legally compelled to disclose such information, disclosure of such information may be made without liability).

8. REPRESENTATIONS, WARRANTIES AND CERTAIN COVENANTS

8.1 **Your Warranties.** You represent, warrant and covenant that:

- you are at least 18 years old and have the full right and power to enter into and fully perform this Podcast License Agreement in accordance with its terms;
- your execution, delivery and performance of this Podcast License Agreement will not violate rights granted by you to any third party or violate the provisions of any agreement to which you are a party or violate any applicable law or regulation, including those related to personal data protection;
- you are the owner of, control or are otherwise licensed to exploit all intellectual property rights, including copyrights and neighbouring rights regarding any music used in the Authorised Content, and other rights relating to the Authorised Content and materials provided by you, and that all rights, licenses, consents, waivers, clearances, or approvals necessary required from any music rightsholder or any other party in order for Spotify to lawfully exercise and enjoy its rights granted under this Podcast License Agreement (including, without limitation, all necessary music, synchronisation, mechanical transfer and performing rights clearances) have been or will be obtained and paid for and shall be maintained during the term of this Podcast License Agreement;
- none of the Authorised Content provided to Spotify, nor Spotify's use of such content as contemplated by this agreement, will breach any applicable laws (including, without limitation, privacy laws in applicable jurisdictions), infringe any third party intellectual property rights, constitute a contempt of court, misuse of any confidential information of a third party or be defamatory or abusive;
- you have obtained and shall maintain all licenses and/or other permissions, including governmental and regulatory licenses, in relation to the Authorised Content, necessary in order to enable Spotify to lawfully exercise and enjoy its rights granted under this Podcast License Agreement;
- you assume full editorial control and responsibility of all Authorised Content; and
- you have or will obtain all necessary sound recording and audio-visual master licenses and consents (including all licenses and consents for the associated metadata and images and all other Authorised Content) and will pay all associated fees, royalties and other amounts due to any interested third parties (e.g. artists, unions) in respect of Spotify's exploitation, in accordance with this Podcast License Agreement, of the Authorised Content.

8.2 **WARRANTY DISCLAIMER.** SPOTIFY ENDEAVOURS TO PROVIDE THE BEST SERVICE IT CAN, BUT YOU UNDERSTAND AND AGREE THAT THE SPOTIFY SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. YOU USE THE SERVICE AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SPOTIFY MAKES NO REPRESENTATIONS AND DISCLAIM ANY WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SPOTIFY DOES NOT WARRANT THAT THE SERVICE IS FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. IN ADDITION, SPOTIFY MAKES NO REPRESENTATION NOR DOES IT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY APPLICATIONS (OR THE CONTENT THEREOF), USER CONTENT, OR ANY OTHER PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY ON OR THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING.

9. LIMITATION OF LIABILITY

9.1 UNDER NO CIRCUMSTANCES WILL SPOTIFY, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS, OR LICENSORS BE LIABLE FOR TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR

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10. INDEMNIFICATION

10.1 Indemnification obligation. You agree to defend, indemnify and hold Spotify and its officers, directors, employees and representatives harmless from and against any and all liabilities, damages, awards, settlements, losses, claims and expenses (including but not limited to attorney's fees and costs of investigation) due to or arising from (i) your use of the Service, (ii) your violation of any term of this Podcast License Agreement, (iii) any claim by a third party of infringement of any third party right, including but not limited to any copyright or other intellectual property right, property right or privacy right, by you, the Authorised Content and/or Spotify's use of the Authorised Content in accordance with the terms of this Podcast License Agreement; or (iii) any claim that the Authorised Content has caused any damage to a third party (including but not limited to claims that the Authorised Content has caused damage to any personal rights).

11. TERM AND TERMINATION

11.1 Term. The term of this Podcast License Agreement will commence on the date of acceptance by you (the "Effective Date") and will continue to apply to you until terminated by either you or Spotify.

11.2 Termination for Convenience. Either party may terminate this Podcast License Agreement at any time by sending written notification to the other party. You may also terminate the Podcast License Agreement by removing all Authorised Content and related material from the Service and thereafter ceasing to use the Service, provided that you also provide Spotify notice informing that you have terminated the Agreement.

11.3 Repeat Infringer Suspension. Spotify may terminate this Agreement, and/or, alternatively in Spotify's sole discretion, permanently or temporarily suspend with immediate effect your ability to provide Authorised Content to Spotify in the event that, in Spotify's reasonable determination, you are identified as a repeat infringer.

11.4 Additional Termination Rights. In addition to the right of termination set forth in Section 11.2 and 11.3, either party shall have the right to terminate this agreement immediately in the event of the other party's making an assignment for the benefit of its creditors, the filing of a voluntary or involuntary petition under any applicable bankruptcy or insolvency law, or the appointment of a trustee or receiver or any equivalent thereof for the other party or its property.

11.5 Surviving Terms. All terms and provisions of this Podcast License Agreement that by their nature should survive the termination of an agreement shall survive the termination of this Podcast License Agreement.

12. GENERAL

12.1 Similar Agreements. Nothing will be deemed to limit or restrict either party from entering into similar agreements with any other person or from offering services similar to the other party's.

12.2 Use of Third Parties by Spotify. Spotify shall be permitted to use the services of a third party contractor to assist it in hosting and transmitting Authorised Content as permitted hereunder, in each instance solely for the benefit of Spotify and on Spotify's behalf, via an API or otherwise. Spotify shall also be permitted to offer the Service, and co-branded and white-labeled versions thereof, through partners.

12.3 Governing Law and Jurisdiction. This Podcast License Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA, without regard to its conflicts of laws provisions. Exclusive jurisdiction and venue for actions arising out of this Podcast License Agreement will be the state or federal courts located in New York County, New York, and both parties consent to the jurisdiction of such courts with respect to any such action.

12.4 Notices. Except as otherwise provided herein, whenever any notice, request, consent, approval or other communication shall be given by one party hereto to the other, such communication shall be in writing and shall be delivered addressed as follows:

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To Spotify:

Via BOTH: (i) personal delivery, express courier, or certified or registered mail, return receipt requested AND (ii) email, to:

Legal Affairs
Spotify
45 West 18th Street, 7th Floor
New York, New York 10011
USA

Email: legalnotice@spotify.com

To you:

Via either (i) personal delivery, express courier, or certified or registered mail, return receipt requested OR (ii) email, to the addresses furnished by you when submitting or uploading the Authorised Content to the Service.

Notices must be in writing, and shall be deemed to have been duly given or made: (a) on the date delivered in person, (b) on the next business day after the date indicated on the return receipt if mailed postage prepaid, by certified or registered mail, with return receipt requested, (c) if sent by a nationally recognized overnight courier service with service charges prepaid, on the next business day after delivery to the courier service (if sent in time for and specifying next day delivery), or (d) on the day sent if sent by email.

12.5 Assignments. This Podcast License Agreement will be binding upon and inure to the benefit of the parties, their respective personal representatives, and permitted successors and assigns. You may not assign or transfer this Podcast License Agreement, or any rights or licenses granted hereunder, in whole or in part, to any third party without Spotify's prior written consent. Spotify reserves the right, at its sole discretion, to assign or transfer any of its rights and delegate any of its duties hereunder, in whole or in part, to any affiliate or any successor to substantially all of its assets (whether by acquisition, merger, sale of assets or other type of transfer).

12.6 Relationship Between the Parties. There is no joint venture, partnership, agency or fiduciary relationship existing between the parties and the parties do not intend to create any such relationship by this Podcast License Agreement.

12.7 Marketing and Publicity. Neither party will make any statement (whether oral or in writing) in any press release, external advertising, marketing or promotion materials regarding the other party or its services unless: (a) it has received the express written consent of the other party, which will not be unreasonably withheld; or (b) it is required to do so by law. However, Spotify shall have the right to market, advertise and promote the Authorised Content via any of Spotify's marketing/advertising channels used from time to time, such as but not limited to television, radio, print and the Internet, in the customary manner employed by Spotify for comparable content.

For the avoidance of doubt, to the extent the Authorised Content contains any embedded advertising or sponsorships, such advertising and/or sponsorships may not reference or infer that the Authorised Content is sponsored by Spotify (unless Spotify actually is sponsoring the Authorised Content, in which case such sponsorship messaging must be approved by Spotify in advance).

12.8 Waivers. No waiver of any term of this Podcast License Agreement shall be deemed a further or continuing waiver of such term or any other term. The failure of Spotify at any time or times to require full performance of any provision hereof will in no manner affect the right of Spotify at a later time to enforce the same.

12.9 Severability. If any provision or term of this Podcast License Agreement, not being of a fundamental nature, is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Podcast License Agreement will not be affected.

12.10 No Third Party Beneficiaries. Except as may be expressly set forth herein, nothing in this Podcast License Agreement shall be deemed or interpreted to create any third party beneficiaries, or confer any rights in any third parties.

12.11 Entire Agreement. This Podcast License Agreement constitutes the entire agreement between you and Spotify pertaining to the subject matter hereof, and supersede any prior agreements in relation to the Podcast License Agreement, whether written or oral. Please note, however, that aspects of your access to and use of the Service are subject to the aforementioned Terms of Use and Privacy Policy.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS PODCAST LICENSE AGREEMENT AS OF THE EFFECTIVE DATE. YOU AGREE THAT CLICKING "ACCEPT" CONSTITUTES ACCEPTANCE AND EXECUTION OF THIS AGREEMENT.

CONTENT DELIVERY SPECIFICATION SCHEDULE

See separate document