

**PROGRAM SERVICE AND OPERATING AGREEMENT**

This Program Service and Operating Agreement (“Agreement”) is made as of the \_\_\_\_ day of September, 2021 by and between Kent State University, a public university in Ohio (“Licensee”), and Ideastream Public Media, an Ohio nonprofit corporation (“Ideastream”) (Licensee and Ideastream being sometimes referred to herein, individually, as a “Party” or, collectively, as the “Parties”).

WITNESSETH:

WHEREAS, Licensee is the owner and licensee of noncommercial educational FM Radio Broadcast Stations WKSU, Facility ID 34045, Kent, Ohio, operating on frequency 89.7 MHz, WKSV, Facility ID 34040, Thompson, Ohio, operating on frequency 89.1 MHz, WKRW, Facility ID 34046, Wooster, Ohio, operating on frequency 89.3 MHz, WKRJ, Facility ID 34042, New Philadelphia, Ohio, operating on the frequency 91.5 MHz, WNRK, Facility ID 90728, Norwalk, Ohio operating on frequency 90.7 MHz, and the related translators 95.7 W239AZ, Facility ID 146601, Ashland, Ohio and 94.7 W234CX, Facility ID 146397, Mansfield, Ohio (each, a “Station” and, collectively, the “Stations”), and their related HD Channels, as applicable (each an “HD Channel” and collectively, the “HD Channels”);

WHEREAS, Licensee wishes to secure the management and programming services of Ideastream in the Stations’ operations;

WHEREAS, Ideastream wishes to provide the management and programming services for the Stations to Licensee (the “Programming”);

WHEREAS, Licensee expects that management by Ideastream will promote quality public radio programming over the facilities of the Stations;

WHEREAS, Licensee and Ideastream wish to collaborate in ways that will expand journalism services to the community and advance the public service objectives of both parties;

WHEREAS, the Parties have entered into a Memorandum of Understanding dated the same day as this Agreement setting forth the understandings of the Parties regarding the transition of day to day management and programming of the Stations from Licensee to Ideastream, and to set forth the administrative understandings of the Parties during the Term of this Agreement (“MOU”); and

WHEREAS, Parties recognize that both Parties will need to work in good faith going forward to address and resolve issues that arise with respect to day to day Station management, and to amend this Agreement as need be, in a cooperative spirit having in mind the objectives of this Agreement and compliance with FCC rules and policies.

NOW, THEREFORE, the Parties agree as follows:

1. Agreement Term

1.1. The term of this Agreement (“the Term”) will begin on October 1, 2021 (the “Effective Date”), and will continue thereafter for a period of ten (10) years (the “Initial Term”); provided, however, that the Term shall be automatically continued beyond the Initial Term for two (2) five (5) year terms (the “Renewal Terms”), unless one of the Parties provides written notice to the other not less than eighteen months prior to the conclusion of the then-current Term or upon the mutual written agreement of the Parties. Notwithstanding the foregoing, this Agreement may be terminated (a) as provided for under Section 9.3 hereof or (b) upon the closing of the transaction following Ideastream’s exercise of its rights pursuant to Section 21.

1.2. The Parties acknowledge in order for the purpose of this Agreement to be fulfilled, each Party must work together cooperatively and in good faith. Accordingly, the Parties agree to work together to implement the Transition Framework described in the MOU.

2. Management Services; Programming.

2.1. Licensee hereby engages Ideastream to provide day to day management and programming services in support of the operation of the Stations on the terms set forth in this Agreement. During the Term, and except as otherwise set forth in this Section 2.1 or in Section 3, Ideastream shall perform its management duties under this Agreement as set forth in Sections 2 and 3 (the "Services") with respect to the Stations, it being understood that the Parties shall cooperate reasonably and in good faith in the performance of their duties. Ideastream shall provide programming and other management Services as provided in this Agreement for the Stations in a manner consistent with applicable Federal Communications Commission ("FCC" or "Commission") regulations and customary practices for the operation of noncommercial radio stations, and its standards, as applicable, for the operation of its own Ideastream stations.

2.2. Ideastream agrees to provide noncommercial educational news, and information programming for the Stations to broadcast up to 24 hours per day, seven days per week (the "Programming"). The Programming shall serve the needs and interests of each Stations' community of license and further Licensee's educational objectives. Ideastream shall, at all times during the term use and maintain "WKSU" in collective reference to the Stations. Ideastream will also include in the Programming, station identifications required under Section 73.1201 of the Rules of the FCC and all Emergency Alert System tests and announcements as required by the FCC's Rules ("EAS"). At all times during the Term, ideastream will Programming in Licensee's customary non-commercial news and information format substantially similar to Licensee's current format as a member station.

3. Operation, Ownership, and Control of the Stations.

3.1. Notwithstanding anything to the contrary in this Agreement, as long as Licensee remains the licensee of each individual Station, it will have ultimate authority, power, and control over the facilities of such Station during the Term, including Station personnel, finances and programming and Licensee shall have all necessary rights and authority to exercise licensee control of the Stations. Ideastream will provide day to day management and Programming services for the Stations' in compliance with (and shall assist Licensee to comply with) all applicable provisions of the rules and policies of the FCC and all other applicable laws and regulations. Without limiting the generality of the foregoing and subject to the terms of this Agreement, (a) Licensee will retain ultimate control over the personnel, finances and programming of the Stations, including the right to preempt, as set forth below, any of the Programming; (b) Licensee will maintain responsibility for oversight of the Stations' finances and Ideastream will provide to Licensee periodic (no less than quarterly) reports on the financial status of the Stations, including revenue and expenses; and (c) Licensee will maintain ultimate responsibility for the Station's FCC compliance Nothing herein shall prevent or hinder Licensee from (y) rejecting or refusing programs that Licensee believes to be unsatisfactory, unsuitable to the goodwill, market positioning and image of WKSU and Kent State University, or contrary to the public interest, or (z) substituting a program which, in Licensee's opinion, is of greater local or national importance or that is specifically designed to address the problems, needs, and interests of the community served by each Station.

3.2. Ideastream shall advise Licensee promptly following any FCC complaint or inquiry concerning the Programming and provide to Licensee copies of all communications related to such complaint or inquiry, including complaints concerning such programming.

Ideastream shall provide Licensee with ongoing maintenance and repair services (and any FCC required or industry standard documentation for Station transmission facilities) for all Station transmission facilities and related transmission equipment. Ideastream shall also advise Licensee regarding replacement of transmission assets and assist Licensee by bearing the cost of acquiring and installing replacement transmission assets determined to be necessary by the Licensee in its reasonable discretion.

3.3. Licensee shall remain during the Term of the Agreement, holder and licensee/lessee party for the transmission assets of the Stations. Ideastream may cooperate with and assist Licensee to amend, renew, or otherwise maintain Licensee's use of transmission assets as necessary for purposes of this Agreement.

3.4. Twelve (12) months prior to the end of the Term, absent an amendment of this Agreement to extend the Term of the Agreement or a new agreement which continues Ideastream's management of the Stations, the Parties shall convene a working group with representatives from Licensee and Ideastream to work cooperatively to transition management and programming responsibility of the Stations back to Licensee by the end of the Term.

4. Insurance. Licensee will maintain in full force and effect, with respect to the Stations and other properties and employees utilized by it to fulfill its obligations under this Agreement, a general liability policy, and will continue to maintain such insurance coverage in full force and effect throughout the Term, and will cause Ideastream to be named as an additional insured thereunder. Ideastream will maintain in full force and effect with respect to the Services and Programming, the following policies and minimum limits:

- (1) Broadcast libel and errors/omissions insurance - at least \$1,000,000.
- (2) Commercial general liability - at least \$1,000,000.
- (3) Workers' compensation - as required by law.

In each case (with the exception of worker's compensation) Licensee shall be named as an additional insured, and Ideastream will continue to maintain such insurance coverage in full force and effect throughout the Term. The hazards insured against by such policies, and the amounts thereof, are to be substantially similar to the hazards insured against and the amounts of coverage carried by entities of established reputations engaged in the same or similar business as Licensee's radio broadcast operations or Ideastream, as the case may be.

5. Programs and Licensee Approval.

5.1. Ideastream shall prepare and present the Programming in conformity with all applicable laws and regulations including, without limitation, the Communications Act of 1934, as amended, the Copyright Act, and the Rules, Regulations and policies of the Commission, and all other content-based regulations.

5.2. This Agreement shall not be construed to grant Licensee any right of ownership in the Programming. Except as provided herein, neither Party shall use trade names, trademarks or service marks of the other Party without the prior written approval of the other Party, which approval may be withheld in that Party's absolute discretion; provided, however, that Ideastream shall use the call letters of the Stations and "WKSU" in all collective references to the Stations and in connection with the Programming and recognition and underwriting in accordance with the MOU, during the Term or any portion thereof.

5.3. In addition to Section 3.1 above, Licensee may reject Programming proposed by Ideastream where Licensee believes in good faith that such Programming is detrimental to Licensee's broadcast licenses, and/or the reputation, goodwill or image of WKSU, the Stations or any one of them, and/or Kent State University. In each instance of a rejection, Licensee shall provide in writing the reason for such rejection.

5.4. Ideastream understands and acknowledges Licensee's commitment to, and its supporter's expectation of, regional coverage in Akron, greater Summit County, and surrounding counties, including but not limited to Portage, Stark, Wayne, and Cuyahoga counties. Throughout the term, Ideastream, in consultation with Licensee, shall provide issue-responsive Programming that meets the needs and interests of the Stations' communities of license and shall endeavor to maintain a journalistic presence, and continue to invest in programming responsive to the Stations' communities of license, including Akron and the surrounding Northeast and Eastern areas of Ohio.

6. Consideration. The parties acknowledge that their respective undertakings and commitments herein, designed to ensure the provision of high-quality public radio programming on the Stations, constitute sufficient consideration for this Agreement. The right of first refusal set forth in this Agreement and the institutional cooperation and support set forth in the MOU constitute further consideration for this Agreement.

6.1. Reimbursed Expenses. Ideastream shall, in the manner consistent with FCC policies, reimburse Licensee for FCC-allowable Station operating expenses reasonably incurred by Licensee, including, but not limited to, utilities, tower and facility lease rent, expenses relating to the maintenance and repair of Station facilities, license fees, direct and documented non-personnel administrative costs related to the Stations, insurance, and such other reimbursable expenses related to operating expenses as agreed to by the Parties. Licensee shall supervise Ideastream's financial management of the Stations and Licensee shall remain ultimately responsible for the finances of the Station, as required by FCC rules and policies. Ideastream agrees to provide annual reports of Stations' financial activities to coincide with Licensee's reporting responsibility for the Corporation for Public Broadcasting and no later than six months following the end of Ideastream's fiscal year.

Notwithstanding anything else contained herein, the Parties acknowledge that the maximum amount of reimbursements which may be made by Ideastream to Licensee under this Agreement, or under any related agreement, shall be limited to the costs of operating the Stations, and that the payment of any amount above such cost reimbursement is expressly prohibited by FCC rules and policies. Ideastream will not assume any liabilities or obligations related to Licensee's employees or contracts, other than as specified in this Agreement and pursuant to the Parties' understandings as set forth in the MOU.

7. Expenses and Taxes: Proceeds. Except as otherwise set forth herein, each Party shall be responsible for all expenses and taxes incurred or imposed with respect to its property, employees, or operations. Without limiting the generality of the foregoing, Ideastream will employ and be responsible for the salaries, taxes, insurance, and related costs for Ideastream Personnel (as hereinafter defined) employed in the performance of its obligations under this Agreement, for all costs of program acquisition and production for the Programming, including all fees to ASCAP, BMI, and SESAC and SoundExchange and for any other copyright or other music licensing fees attributable to the Programming. Upon termination of the agreement, Licensee shall purchase from Ideastream, at net book value, transmission assets purchased by Ideastream necessary for continued operation of the Stations. Payment for the purchase of such equipment must be tendered no later than thirty (30) days following the effective date of termination of this Agreement. Notwithstanding the preceding, Ideastream shall acquire Licensee's written approval for purchases of transmission assets, where the depreciated value of such equipment exceeds the end of the Term.

8. Licenses: Oversight. During the Term, Licensee will maintain the validity of all of its licenses and other permits and authorizations necessary for the operation of the Stations as presently conducted (including FCC licenses, permits, and authorizations). Except as otherwise specified in writing by Licensee during the Term, Licensee's Vice President for University

Communications and Marketing is designated as the liaison for the Licensee and its ultimate control of the Stations, and, as such, is hereby authorized to make and deliver decisions and exercise oversight over the Stations on behalf of the Licensee under this Agreement.

9. Default.

9.1. Events of Default. An event of default will be deemed to occur if either Party materially breaches or violates, or fails in any material respect to observe or perform, any obligation, covenant, condition, or agreement imposed upon the Party under this Agreement and such default remains uncured beyond the periods provided in Section 9.2 (an "Event of Default").

9.2. Cure Period. Following a non-defaulting Party's good faith determination of the occurrence of an Event of Default, such non-defaulting Party will provide the defaulting Party with written notice specifying the event or events that it deems constitute an Event of Default under this Agreement, and, if such Event of Default is curable, the defaulting Party has the opportunity to cure such Event of Default within thirty (30) days after the receipt of such notice. In the event the defaulting Party is not reasonably able to cure a default upon the expiration of the thirty (30) day cure period despite the defaulting Party expending commercially reasonable and diligent efforts to do same, then such cure period shall be extended until such time as the default is cured or until the defaulting Party ceases diligently working toward such cure, whichever shall first occur; provided, however, that the cure period shall not extend beyond one-hundred-twenty (120) days from the date that the notice of default is given. Notwithstanding the preceding, an Event of Default by either Party that in any way threatens the loss of any of Licensee's broadcast licenses shall be cured immediately or as soon as reasonably possible upon receipt of written notice from the non-defaulting party or any regulatory agency.

9.3. Remedies Upon Default. Upon the occurrence of an Event of Default and failure to cure within one of the applicable cure periods in Section 9.2, the non-defaulting Party may terminate this Agreement, subject to each Party's respective obligations upon a termination of

this Agreement and, except as otherwise provided in this Agreement, pursue all remedies available at law or in equity for breach of this Agreement all such remedies being reserved. Each Party waives any objection and agrees to submit itself to a court of competent jurisdiction in Ohio.

9.4. Liabilities Upon Termination. Upon termination of this Agreement, Ideastream shall continue to be responsible for all operating liabilities, debts, and obligations of Ideastream resulting from its management and Programming services under this Agreement incurred prior to termination.

10. Authority; Qualification; Necessary Approvals. Each of Licensee and Ideastream represents and warrants to the other that it has the power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. Ideastream further represents and warrants that it is organized and in good standing in the State of Ohio. Each represents and warrants that it has received all necessary approvals to enter into this Agreement and the transactions contemplated by this Agreement and that, to the knowledge of each, there are no orders, decrees or judgments that enjoin or prohibit the fulfillment of their respective obligations under this Agreement.

11. Modification and Waiver: Remedies Cumulative. No modification or waiver of any provision of this Agreement will be effective unless in writing and signed by both Parties. No failure or delay on the part of either Party in exercising any right or power under this Agreement will operate as a waiver of such right or power, nor will any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise of such right or power or the exercise of any other right or power. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies which a Party may otherwise have.

12. Successors and Assigns. Neither party shall assign its rights or duties hereunder without the express written consent of the other Party.

13. Counterpart Signatures: Facsimile Signatures. This Agreement may be executed in separate counterparts with different Parties signing different counterparts so long as each Party signs at least one counterpart. A Party's execution of this Agreement, or any other document relating to the transactions to be consummated under this Agreement, may be evidenced by facsimile or email transmission. A Party's delivery of this Agreement, or any other document relating to this Agreement, may be effected by facsimile or email transmission.

14. Notice. All notices, demands or other communications required or permitted by this Agreement shall be in writing and effective upon receipt or refusal; thereof, and shall be: (a) delivered personally, (b) sent, charges prepaid, by a nationally recognized overnight delivery service, (c) by facsimile transmission, or (d) by Email, with confirmation to the following persons at the specified addresses, email addresses or facsimile transmission phone numbers (or at such other address or facsimile transmission phone number as a Party may designate in writing to the other Party):

If to Licensee:

Kent State University Communications and Marketing

1125 Risman Drive

2<sup>nd</sup> floor library

Kent, OH 44242

Attn: Vice President, Communications and Marketing

Email: [info@kent.edu](mailto:info@kent.edu)

---

With a courtesy copy (which shall not constitute notice) to:

Kent State University Office of General Counsel

800 E. Summit Street

Kent, OH 44242

Attn: VP and General Counsel

Email: [legal@kent.edu](mailto:legal@kent.edu)

If to Ideastream:

Kevin E. Martin, CEO

1375 Euclid Avenue

Cleveland, OH 44115

Email: [Kevin.Martin@Ideastream.org](mailto:Kevin.Martin@Ideastream.org)

With a courtesy copy (which shall not constitute notice) to:

James Simon, Esq.

Amer Cunningham Co., LPA

One Cascade Drive, Suite 1510

Akron, OH 44308

[jsimon@amer-law.com](mailto:jsimon@amer-law.com)

---

15. Entire Agreement. This Agreement and its attachments embody the entire understanding between the Parties with respect to the subject matter hereof and supersede any prior and contemporaneous communications, negotiations, understandings, and agreements with respect to the same subject matter.

16. Relationship of Parties. It is the intention of the Parties that Ideastream perform the Services and provide the Programming as an independent contractor of Licensee. Neither Licensee nor Ideastream will be deemed to be the agent, partner, or representative of the other Party to this Agreement, and neither Party is authorized to bind the other to any contract, agreement, or understanding. Ideastream, and not Licensee, shall be responsible for the hiring, supervision, discipline and control of its employees and contractors ("Ideastream Personnel"), and in no event shall Ideastream or Ideastream Personnel be considered to be or act as employees, agents, joint venturers, or partners of Licensee. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Licensee and either Ideastream or any Ideastream Personnel. Ideastream will be solely responsible at all times for its acts or the acts of Ideastream Personnel. Each Party will bear its own costs and expenses for attorneys, accountants, brokers, and advisors retained by or representing it in connection with the transactions contemplated by this Agreement. Ideastream agrees to and will, at its own cost and expense, indemnify, reimburse, defend and hold Licensee harmless from Ideastream's obligations or liabilities for compensation, tax, unemployment compensation, workers' compensation, insurance or benefit matters, or arising from, or related to any claim brought by any Ideastream Personnel related to hiring, retention, promotion, discharge, compensation, or other terms or conditions of employment.

17. Force Majeure. The failure of either Party hereto to comply with its obligations under this Agreement due to Acts of God, strikes, force majeure, terrorism, pandemic or other causes beyond

such Party's reasonable control will not constitute a default under this Agreement, and neither Party will be liable to the other Party therefor for the period of such contingency.

18. Indemnification.

18.1. Indemnification by Ideastream. Ideastream will indemnify and hold harmless Licensee, its directors, officers, employees, agents, members and affiliates from and against all liability, including without limitation reasonable attorneys' fees, arising out of or incident to the Programming, the provision of the Services, or the conduct of Ideastream, its employees, contractors or agents including, but not limited to, any breach of this Agreement by Ideastream except to the extent such liability arises from any action by Licensee that would give rise to an indemnifiable claim under Section 18.2. Without limiting the generality of the foregoing, Ideastream indemnifies and holds harmless Licensee, its directors, officers, employees, agents, members and affiliates against liability for libel, slander, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the Programming except to the extent such liability arises from any action by Licensee that would give rise to an indemnifiable claim under Section 18.2. Ideastream's obligations to hold Licensee harmless against the liabilities specified above shall survive termination of this Agreement for a period of 18 months; provided, however, that this Section will not terminate with respect to any bona fide claim as to which the Party to be indemnified has, before the expiration of this Agreement and of such 18-month period, delivered proper notice in accordance with this Section.

18.2. Indemnification by Licensee. To the extent permitted by Ohio law as a state institution of Ohio, Licensee agrees to be liable for the acts and omissions of its officers and employees engaged in the scope of their employment arising under this Agreement, as determined by a court of competent jurisdiction. Licensee's liability shall be subject in all cases to the

immunities and limitations provided for by the laws of the State of Ohio. Nothing in this provision shall be construed as a waiver of the sovereign or qualified immunity of Licensee, its employees, and/or the State of Ohio.

19. Construction. This Agreement shall be construed in accordance with the internal laws of the State of Ohio without giving effect to conflicts of laws principles thereof, and the obligations of the Parties hereto are subject to all federal, state, or municipal laws or regulations now or hereafter in force and to the policies and rules of the FCC and all other governmental bodies or authorities presently or hereafter duly constituted. The Parties believe that the terms of this Agreement meet all of the requirements of FCC policy for such agreements and agree that they shall negotiate in good faith to meet any FCC concern if they are incorrectly interpreting FCC policy or that policy is subsequently modified. If the Parties cannot agree to a modification or modifications deemed necessary by either Party to meet FCC requirements, either Party may terminate this Agreement in which event the Parties shall negotiate in good faith to restore each other to the position the other enjoyed immediately prior to the Effective Date. The Parties further agree that they will file a copy of this Agreement with the FCC if required by the FCC's Rules.

20. Attorneys' Fees. In the event of commencement of suit by either Party to enforce the provisions of, and/or recover damages for breach of, this Agreement, each Party shall bear its own attorneys' fees and costs.

22. Right of First Refusal.

22.1. Bona Fide Offer Notice. During the Term and for a period of one year thereafter, Ideastream will have the right to purchase the Stations, or any of them, including all assets used or useful in the operation thereof (collectively, the "Assets"), by matching any bona fide offer received by Licensee from a third party that is acceptable to Licensee (the "ROFR"). Within thirty (30) days following Licensee's receipt of a bona fide third party offer that is acceptable to Licensee

(the "Third Party Offer") to purchase any or all of the Assets (all of the property subject to a Third Party Offer is referred to as the "Offered Assets"), Licensee will notify Ideastream of any such Third Party Offer (the "Offer Notice") and include in such Offer Notice (i) the identity of the offeror, (ii) the terms of the offer, and (iii) true and correct copies of any and all agreements, letters of intent, term sheets or other similar documentation relating to the offer. Licensee's Offer Notice will constitute an offer by Licensee to Ideastream for the purchase of the Offered Assets for the purchase price described in the Offer Notice on the same material terms and conditions set forth in the Third Party Offer. Ideastream will notify Licensee within 60 days following receipt of the Offer Notice (the "Acceptance Period") that Ideastream elects to purchase the Offered Assets pursuant to the terms of the Offer Notice ("Acceptance Notice"). To be valid, an Acceptance Notice must be accompanied by a wire or cashier's or certified check for the amount of the earnest money deposit set forth in the Offer Notice, if applicable. If Ideastream delivers a valid Acceptance Notice within the Acceptance Period applicable to an Offer Notice, then Licensee will sell to Ideastream and Ideastream will purchase from Licensee the Offered Assets for the offered purchase price in accordance with the terms and conditions of the Third Party Offer, subject to FCC consent to the assignment of licenses. If Ideastream fails or declines to exercise its ROFR by providing an Acceptance Notice prior to expiration of the Acceptance Period, Ideastream will be deemed to have decided against exercising Ideastream's right of first refusal, and Licensee will be free to accept and close on the Third Party Offer as communicated in the notice from Licensee to Ideastream.

22.2. Licensee will have 90 days from the expiration of Ideastream's 30-day response period to enter into an agreement with the third party offeror on substantially similar terms and conditions as were offered to Ideastream and supply Ideastream with a fully-executed copy of that agreement. If, within the 90-day period, Licensee does not enter into a binding agreement with the third party offeror on substantially similar terms and conditions as were offered to

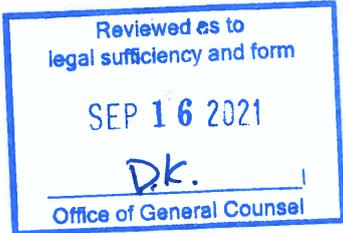
Ideastream, then Ideastream's ROFR will remain in effect pursuant to the terms stated in Section 21.1. If, within the 90-day period, Licensee enters into a binding agreement with the third party offeror on the same material terms and conditions (or on terms and conditions which are more favorable to Licensee) as such terms and conditions were offered to Ideastream, supplies Ideastream with a fully-executed copy of that agreement, and such transaction is consummated, then Ideastream's ROFR thereafter shall be null and void and shall not be binding on such third party purchaser. The terms of any agreement between the Parties resulting from the exercise of Ideastream's ROFR will be ratified in a separate contract customary for broadcast asset purchase agreements, and negotiated in good faith which includes the same material terms and conditions as included in the Offer Notice.

22.3. Conditions to Right of First Refusal. Ideastream's ROFR shall not be applicable to and shall survive a sale, gift, or transfer of the Offered Assets to an entity wholly-owned or wholly-controlled by Licensee or to any transfer or assignment by Licensee permissible under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

KENT STATE UNIVERSITY

By:   
Dr. Mark M. Polatajko  
Sr. VP for Finance and Administration



IDEASTREAM

By:   
Kevin Martin  
President and CEO

*signed 9/24/2021*