

The Original Company, Inc. - Affiliate Station for Programming

1.) The Original Company, Inc. (hereafter "TOC") grants to Media Five Corporation (hereafter "Media Five") affiliation rights to broadcast ~~Greene County~~ ^{Castle} High School football and basketball games for three years (2017-2018 school year and 2018-2019 school year).

2.) TOC will broadcast live on WJPS-(FM), WJPSRadio.com, & any of its other websites as TOC may desire: all scheduled broadcasts including commercials produced by Media Five in their entirety, without interruption, deletion or addition of any kind, except if authorized by Media Five. Advertisements for business types banned by the Indiana High School Athletic Association and for non-TOC radio stations, cable stations, and TV stations or deemed inappropriate by TOC are prohibited. Advertising for media oriented web sites is prohibited without prior consent of TOC. Programming is described below:

Up to all Castle High School Varsity Football and Boys Varsity Basketball games plus the IHSAA football and boys and girls basketball tournament games in which Castle plays.. Games will be broadcast/carried live & not preempted by other programming unless listed in the attached schedule or unless TOC deems preemption is required for the public's interest, convenience, or necessity. Games will generally be scheduled only at night. Day game broadcasts must have prior approved by TOC. Each game broadcast features:

- *No more than fifteen (15) minute pre-game show, Play-by-play coverage, and fifteen (15) minute post-game show. Adjustments will not be unnecessarily denied Media Five should program length changes be requested.*

3.) Media Five shall provide TOC a clearance fee of ~~\$5,000~~ per year for the first year to be paid in five equal installment payments per year (October 2017–February 2018 then ~~\$5,000~~ per year for the second year of this agreement October 2018–February 2019) due the 15th of each month. At the sole discretion of TOC additional games may be purchased by Media Five for ~~\$250~~ per broadcast.

4.) An additional payment of \$1 will be made upon the signing of this agreement.

5.) All of the produced audio broadcasts may be streamed live at MediaFive.com from a link to WJPSRadio.com which may also stream the broadcasts. Media Five may not link its broadcast game stream to any other site or allow such a link, without written permission of TOC. When streaming sites are promoted by Media Five during the broadcasts or in other media, WJPSRadio.com shall always be included in the promotion. No audio associated with this agreement can be used by either party for attachment of video of the games broadcast without written consent of TOC.

6.) Media Five agrees not to allow any broadcast which is supplied to TOC to be used for any purposes other than live over-the-air terrestrial radio broadcasting on TOC stations or internet feeds pursuant to this Agreement. Broadcast material may be used in on-air TOC promotion, or use on TOC Stations' regularly scheduled news and sports reports in highlight form. Any other use whatsoever of Media Five broadcasts by Media Five or by any party acting under separate agreement with Media Five (including but not limited to internet distribution, telephone distribution, mobile distribution, podcasting, satellite radio or other future technologies not currently invented or publicly used) is prohibited unless it is expressly approved in writing by TOC. TOC agrees that all content with respect to the broadcasts carried under this Agreement belongs exclusively to Media Five both during and after the broadcasts and may not be assigned

by TOC to any other non-TOC party. Neither Media Five nor TOC may make use of content other than for the purpose of carrying out its obligations under this Agreement. Any unauthorized use of content by Media Five or TOC whether or not its use involves consideration of any kind and whether or not the right to use content is granted to a third party by Media Five or TOC shall be considered a material breach of this Agreement by Media Five and TOC which shall not have a cure period.

7.) Media Five may retain the "recorded rights" for its broadcasts at MediaFive.com, but The Original Company, Inc. may also archive the broadcasts and market them and keep any income derived should it desire.

8.) Media Five shall receive a minimum of 40 - 30-second promotional announcements per week on WJPS from one week prior to the first broadcast through the end of the basketball broadcasts promoting game coverage and sponsors. Promotional announcements will be equally broadcast Monday-Sunday 5am – Midnight.

9.) Media Five shall promote 107.1 FM-WJPS & WJPSRadio.com at its Web Site, in press releases about the broadcasts, and display a WJPS Banner at all broadcasts. WJPS Graphic size shall be equal to any Media Five graphics on banners and in all other publications – print and electronic.

10.) TOC may supply and air 2-30" announcements within each broadcast. These announcements may be promotional in nature or can include commercial advertisements but may not include local Warrick County businesses or organizations without prior approval from Media Five. "Local Warrick County businesses or organizations" are defined for this document as businesses with their primary home office and/or headquarters of record with the Indiana Secretary of State within Warrick County. Businesses or organizations (IVY Tech for example) are regional as described in this document. TOC will not call on any (other than IVY Tech) regional businesses as described in this document for the purpose of placing announcements within the broadcasts by TOC if they are sponsors of the 2017-2018 broadcast season, but may call on them for the purpose of other TOC services.

11.) Media Five shall pay all expenses for a complete broadcast package including but not limited to rights fees if any including IHSA fees, talent, travel, on site production, line charges, long distance charges, and/or remote equipment expenses. Media Five shall be responsible for the payment or clearance of any licensed music used in its broadcasts or commercials..)

12.) TOC will supply and pay a board operator for each game broadcast.

13.) Media Five will have the right of first refusal to match any proposed agreement for the 2019-2020 seasons should other producers want to broadcast audio of Greene County Sports on WJPS-(FM) and/or WJPSRadio.com.

14.) Media Five will have the right to terminate this agreement with at least 90 days written notice to the addresses below prior to the first football broadcast of each season. Should this agreement be terminated prior to the second year of the agreement, a cancellation fee of \$1,000.00 will be due with the cancellation as well as all funds due from prior broadcasts. Should this agreement be terminated prior to the third year of the agreement, no cancellation fee will be due unless termination notice is received fewer than 90 days to the next scheduled game, then \$1,000.00 will be due with the cancellation.

15.) Neither party shall be liable to the other party for any special or punitive damages of any nature, including but not limited to lost profits, arising out of or related to this Agreement or the transactions or activities contemplated herein, whether such liability is asserted based on alleged breach or termination of this Agreement or on tort liability (except for will-full or grossly negligent conduct) or otherwise, even if such damage was foreseeable or the parties were aware of the possibility of any such loss or damage.

16.) If performance under this Agreement by either party is wholly or partially prevented by an act of God, inevitable accident, fire, court action, act of public officials or any government or governmental instrumentality, lockout, strike or other labor disputes, failure of technical facilities, riot or civil commotion, act of public enemy, failure or delay of transportation facilities, or for any other cause beyond the control of the non-performing party, neither party will have liability under this Agreement so long as any such cause exists which prevents performance hereunder. The non-performing party shall provide notice to the other party of the reason(s) for non-performance and shall take such steps that are reasonable under the circumstances to again initiate performance.

17.) Nothing herein contained shall be construed to prevent TOC from substituting on a single game basis a program which is of greater local or national importance, as long as TOC informs Media Five. Should TOC choose to so pre-empt any program, it shall also, however: (i) notify Media Five as soon as it can do so prior to the pre-emption; (ii) assist Media Five in obtaining another station in the same market to broadcast the program; and (iii) frequently promote the fact that the program has been moved, including the call letters and frequency of the other station, and the program time and date.

18.) TOC may also interrupt a program provided by Media Five hereunder and substitute another program of greater local or national importance involving the public need to know without prior notice to Media Five, as long as it also notifies Media Five as soon after the pre-emption as possible.

19.) This Agreement contains the entire understanding of the parties hereto relating to the subject matter and cannot be changed or terminated orally. The laws of the State of Indiana shall govern the validity, interpretation, and legal effect of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of the contract. Except for routine information exchanges, each notice given hereunder must be sent by a nationally recognized overnight delivery service to the principal business office of the other party and shall be deemed given when sent in such a manner. Media Five or TOC's failure in any instance to object to or take affirmative action with respect to an act or omission of the other which violates the terms of this Agreement shall not be construed as a waiver of that or any future violation. The party waiving such right must provide all waivers in writing.

20.) This Agreement supersedes any and all prior affiliation agreements or other understandings whatsoever. Neither this Agreement nor any provisions thereof shall be binding on Media Five until this Agreement is executed by one of Media Five's duly authorized representatives. This Agreement shall be binding on the parties hereto, their successors and assigns. Neither Media five nor TOC may assign its rights or obligations hereunder without the prior written consent of the other.

21.) This Agreement shall not be deemed to create any partnership or joint venture between Media Five and TOC or its stations, nor to create any rights in favor of any person or entity other

than the Parties hereto. This Agreement is for the sole benefit of the Parties and nothing herein expressed or implied shall give or be construed to give any other person any legal or equitable rights hereunder.

22.) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission or by electronic delivery of PDF copies shall constitute effective execution and delivery of this Agreement and such copies may be used in lieu of the original Agreement for all purposes.

For Media Five:
4291 E. Stagecoach Rd, Vincennes, IN

For The Original Company:
PO Box 242, Vincennes, IN

Keith Doades

Date

Mark Lange

Date