

## LICENSE AGREEMENT (MEMBER STATION)

INTERNET CHANNELS SERVICE AGREEMENT (the “Agreement”), dated as of the date shown below (the “Effective Date”) by and between iHeartMedia + Entertainment, Inc., a Nevada corporation (“Company”), on the one hand, and the NPR member station named below (“NPR Member Station”), on the other hand.

WHEREAS, Company and National Public Radio, Inc., a District of Columbia nonprofit corporation, have entered into that certain Internet Channels Service Agreement dated as of March 21, 2016 (the “NPR Agreement”), pursuant to which NPR will provide content for streaming on Company's internet, automotive, in-home and mobile-based audio content application currently known as “iHeartRadio” (the “Application”); and

WHEREAS, Company and NPR Member Station desire that Company make available, via the Application, NPR Member Station content feeds for their streaming internet channels (“Channels”) subject to technical compatibility, all as further described herein.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. TERM AND TERRITORY. Subject to Section 4 below, the initial term of this Agreement shall be two (2) years, commencing as of the Effective Date (the “Initial Term”). This Agreement shall automatically renew for successive terms of one (1) year each (each a “Renewal Term,” and together with the Initial Term, the “Term”), unless and until either party notifies the other party of its intent to terminate the Agreement at least thirty (30) days prior to the expiration of the Initial Term or a Renewal Term. The territory shall be the United States, including its possessions and territories (the “Territory”). Notwithstanding anything to the contrary herein, this Agreement shall terminate upon any termination or expiration of the NPR Agreement.

2. CHANNELS. Company shall, at its sole cost and expense, provide channels on the Application website, music player and internet application for end users to access the Member Station Content (as hereinafter defined) via internet channels dedicated exclusively to Member Station Content in the Application. Company may launch Application on new platforms. Such new platforms shall, for purposes of this Agreement, be included within the definition of the Application as used herein. The Channels shall have the following functionality and characteristics:

(a) The Channels shall be branded to be closely connected to NPR Member Station’s radio station names and logos, and placed within Member Station’s markets, subject to the right of NPR Member Station to require Company to update any Channel branding that does not conform to the brand guidelines of NPR Member Station, respectively, or is otherwise inaccurate.

(b) For the avoidance of doubt, Company will make commercially reasonable efforts to limit access to the Channels to the Territory. However, access to the Channels by an end user outside the Territory shall not violate the terms of this Agreement.

(c) NPR Member Station is a covered licensee under blanket music licenses negotiated on behalf of public radio by the Corporation for Public Broadcasting (“CPB”), which pays the licensee fees to SoundExchange, ASCAP, BMI, SESAC and the other licensors and societies required for NPR Member Station to make the performance of certain musical works in NPR Content available to end-users of the Application in the Territory pursuant to this Agreement (the “Music Licenses”). NPR Member Station shall immediately notify Company in the event that any of the Music Licenses terminate or are otherwise no longer in place, whether in its entirety or in part. NPR Member Station will be responsible for its own reporting obligations.

(d) NPR Member Station shall use its commercially reasonable efforts to deliver the NPR Member Station Content to NPR or Company in similar technical format to Company formats and codecs which are currently:

For Web: AAC or AAC+ delivered via Flash RTMP protocol or HLS

For Mobile: AAC or AAC+ delivered via Shoutcast protocol or HLS

NPR Member Station acknowledges that not all Company platforms support all formats and for maximum distribution, Company will need a Shoutcast, a Flash RTMP and an HLS stream in AAC or AAC+.

(e) NPR Member Station shall use its commercially reasonable efforts to include in-line metadata that will support artist, title and other relevant metadata (e.g. station positioner, station logo).

### 3. CONTENT.

(a) Channels. The Channels shall consist of the simulcast audio streams of programming (“NPR Member Station Content”) that NPR Member Station chooses to provide for a Channel. NPR Member Station Content may change during the term of this Agreement if NPR Member Station adds to or removes its content feed, effective upon ten (10) business days’ notice to Company. Company will be required to obtain permission from any NPR Member Station to provide limited, relevant (to the market), non-commercial (except to the extent promoting the Application) content within the Channels, including but not limited to, promotional messaging related specifically to the Application, lyrics and images of album covers (“Company Content”). Company shall be responsible for obtaining and paying for any licenses required to make the Company Content available within the Application.

(b) NPR Member Station Content License. NPR Member Station hereby grants to Company a revocable, non-exclusive, non-transferable, non-sub-licensable (except to its subcontractors solely as necessary to make the Channels available in the Application), royalty-free and limited license to use, access via NPR Member Station servers, publicly perform, publicly display, digitally perform, transmit, distribute, archive, publish and otherwise exploit the NPR Member Station Content solely within the Channels of the Application. NPR Member Station Channels shall be placed within their relevant market and genre, and as determined by Company.

(c) Trademark Rights. Each party hereby grants the other party a revocable, non-exclusive, non-transferable, non-sub-licensable, royalty-free and limited license to use the other party’s trade names, trademarks, service marks, logos, domain names, marks or other business identifiers related to the stations, streams, the Channels or the Application, as applicable, provided by the other party or approved in writing by the other party (collectively “Marks”) for use hereunder on written and digital materials solely to promote the availability of the Channels in the Application. Prior to the use of any of Marks, each party shall submit a sample of such proposed use to the other party for its prior written approval, not to be unreasonably withheld or delayed.

(d) Advertising. With respect to audio advertising sponsorships within Member Station audio broadcasts (the “Broadcast Sponsorships”), NPR Member Station is entitled to sell all Broadcast Sponsorships and collect any and all revenue related to Broadcast Sponsorships, or appoint others to do so on its behalf. Any and all advertising and sponsorship matters on the Channels that are not contained in the audio broadcast by NPR Member Station (the “Channels Advertising”) shall be sold by Company and Company shall be entitled to collect and retain any revenue related to Channels Advertising. Channels Advertising includes, without limitation, online advertisements in paid-for space, such as banner and pop-up advertisements. Company shall make 50% of the Channels Advertising available to, Member Station Channels within iHeartRadio available to enable Member Station donation initiatives, with click-through to Member Station-controlled web pages or digital forms appropriately tagged with station call letters. NPR Member Station shall provide Company with appropriate creative for this purpose. NPR Member Station may provide updates to creative not more frequently than every four (4) months without Company’s consent. Channels Advertising sold by Company on Member Station Channels must be “run of site” ads, and Company shall not sell directly against Member Station Channels. In selling advertising and otherwise performing its obligations under this Agreement, neither party will represent to any third party that it is an agent or representative of the other party, or otherwise has the authority to bind the other party in any manner whatsoever. Company agrees that it will not hold itself out as selling any advertising for the Channels individually, including, without limitation, by representing to advertisers that by purchasing advertising through the Company or the Application that such advertiser is receiving placements on or adjacent to the Channels; provided, that the foregoing shall in no way limit

Company's ability to sell bulk or aggregated advertising packages that cover all Application channels. NPR Member Station may provide Company a list of blocked advertising and sponsorship categories that Company will not run on Member Station Channels, provided that the list may not be amended more frequently than every six (6) months without Company's consent.

4. TERMINATION. Either party shall have the right to terminate this Agreement if the other party materially breaches its obligations hereunder and does not cure such breach within ten (10) business days after receiving written notice of such breach. Any such termination may be effected upon thirty (30) days' prior written notice to the breaching party. Further, Company may terminate any NPR Member Station Channel upon not less than ten (10) days written notice to NPR Member Station in the event that Company determines, in its good faith and reasonable discretion, that the Content of such Member Station is unsuitable for the Application. During the Initial Term, either party may terminate this Agreement at any time upon not less than sixty (60) days' written notice to the other party. During any Renewal Term, either party may terminate this Agreement at any time upon not less than thirty (30) days' written notice to the other party.

5. SUSPENSION; TAKEDOWN. At any time during the term of this Agreement but subject to this Section 5, Company may remove (and, to the extent (ii) or (iii) of this Section 5 applies, will promptly remove upon written request from NPR Member Station) Content from the Channels and/or suspend the operation and/or exploitation of the Channels if (i) Company determines in good faith that any NPR Member Station Content causes damage or otherwise interferes, in any material respect, with the proper operation of any end users personal devices, (ii) NPR Member Station or Company becomes aware of a valid and documented allegation, as determined in NPR Member Station's or Company's good faith opinion, that any NPR Member Station Content infringes any rights of any third parties, (iii) any NPR Member Station Content, in NPR Member Station's or Company's good faith opinion, violates any laws or regulations, or (iv) any NPR Member Station Content or Channel is the subject of a public controversy which does or may, in Company's good faith opinion, bring Company into disrepute. Company shall provide prompt advance written notice to NPR Member Station of any pending suspension or takedown. Such notice shall describe the applicable issue, violation, infringement or controversy in reasonable detail. The parties shall cooperate in good faith to resolve any dispute related to any suspension or take-down issue arising hereunder.

6. NON-EXCLUSIVE. Participation by NPR Member Station in the Application shall be non-exclusive. Nothing in this Agreement shall in any way limit NPR Member Station's right to enter into agreements or arrangements with any third party to aggregate and stream its content feeds on services that compete with the Application.

7. NOTICES. All notices to be given to either party hereunder must be in writing and shall be deemed given on the date received, via personal delivery or delivery service to the other party's address set forth on the signature page hereto, or to such other address as either party shall designate to the other in writing.

8. ENTIRE AGREEMENT/SEVERABILITY. This Agreement and any attachments or exhibits referred to herein (all of which are hereby incorporated herein by reference) constitute the parties' entire agreement with respect to the subject matter hereof and supersede all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof. This Agreement may not be amended, altered or modified except by a writing signed by all parties hereto. Any provisions of this Agreement which may be prohibited by law or otherwise held invalid shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective the remaining provisions of this Agreement.

*[Signature Page Follows]*

**SIGNATURE PAGE TO LICENSE AGREEMENT (MEMBER STATION)**

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

**IHEARTMEDIA + ENTERTAINMENT INC.**

By:   
Michael Biondo (Apr 9, 2019)

Name: Michael Biondo

Its: SVP Business Operations & Partnerships

Date: Apr 9, 2019

a Kentucky [nonprofit corporation  
state]

By:   
Mike Savage (Apr 9, 2019)

Name: Mike Savage

Its: Director & General Manager

Date: Apr 9, 2019

If to Company:

iHeartMedia + Entertainment, Inc.  
32 Avenue of the Americas  
21<sup>st</sup> Floor  
New York, NY 10013  
Attention: Business Operations & Partnerships  
Email: theresajontz@iheartmedia.com

with a copy to:

iHeartCommunications, Inc.  
20880 Stone Oak Pkwy  
San Antonio, TX 78258  
Attention: Associate General Counsel - Radio  
Email: ChristopherCain@iheartmedia.com

If to Member Station:

Name of Member Station: WEKU

Street Address: 521 Lanaster Ave., 102 Perkins Bldg.  
City, State, Zip: Richmond, KY 40475

Attention: Mike Savage

Email: mike.savage@eku.edu

with a copy to:

Street Address:  
City, State, Zip:

Attention:

Email:

Name of Station(s) / Call Letters:

WEKU





# WEKU NPR Affiliate Agreement

Final Audit Report

2019-04-09

Created:	2019-04-09
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