



MSA#: MSA-0128

Master Services Agreement

This Master Services Agreement (“**MSA**”) is made and entered into as of the Effective Date (as defined below) by and between the client identified below (“**Client**”) and Ando Media, LLC, doing business as Triton Digital (“**Service Provider**”). Service Provider and Client are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**” For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Service Provider and Client hereby agree as follows:

Client

Company Name (full legal name) Contact Name Title Street Address Street Address 2 City State/Zip Country Telephone Email	Eastern Kentucky University <hr/> Mike Savage <hr/> Director & General Manager <hr/> 125 Perkins Bldg. <hr/> 521 Lancaster Avenue <hr/> Richmond <hr/> KY 40475 <hr/> USA <hr/> (859)-622-1662 <hr/> mike.savage@eku.edu <hr/>	A/P Contact <hr/> Title <hr/> Street Address <hr/> Street Address 2 <hr/> City <hr/> State/Zip <hr/> Country <hr/> Telephone <hr/> Email	<hr/> Justina Keathley <hr/> Budget and Operations Specialist <hr/> Same <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> (859) 622-6168 <hr/> justina.keathley@eku.edu <hr/>
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Maintenance Contact Title Telephone Email	<hr/> Same <hr/> <hr/> <hr/> <hr/>
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Triton Digital

Account Rep Street Address City State/Zip Country Telephone Fax Email	<hr/> Jeff Galad <hr/> 1440 Sainte Catherine West Street, Suite 1200 <hr/> Montreal <hr/> Quebec, H3G 1R8 <hr/> Canada <hr/> (866) 448-4037 ext: 5121 <hr/> (514) 807-1861 <hr/> jeff.galad@tritondigital.com <hr/>
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Payment Information

INVOICE

Currency: American Dollar (USD)



1. **Definitions.** In this Agreement:

"Affiliate" means any corporation, partnership or other entity now or hereafter controlling, controlled by, or under common control with, a Party; provided, however, that in each case such corporation, partnership or other entity shall be deemed an Affiliate of a Party only so long as such Party controls, is controlled by or is under common control with, such corporation, partnership or entity.

"Agreement" means collectively: (1) this MSA; (2) the Service Order(s); (3) the Change Request Form(s); (4) the Order Forms; and (5) any other schedule or amendment entered into between Client and Service Provider referencing this Agreement.

"Billing Start Date" means the first day of the Initial Term as set forth in a Service Order. Each Billing Start Date shall apply only to the related Service Order.

"Change Request Form" and **"Order Forms"** mean any and all standard ordering form referencing this Agreement, detailing additional Service(s) or removing Service(s) ordered by Client in connection with a Service Order.

"Client Content" means any and all media properties, information, log files, data, files, images, messages, videos, podcast or content of any type or form, including without limitation any advertisements, that Client or its End Users posts, publishes, displays, stores or transmits on Service Provider's network.

"Confidential Information" means any terms and conditions of this Agreement, pricing information for the Services, Intellectual Property and any proprietary information or data, either oral or written, received from one Party (the **"Disclosing Party"**), or created by or proprietary to the Disclosing Party, designated as confidential or that, given the nature of the information and the circumstances surrounding disclosure known to the recipient, would appear to a reasonable person to be confidential. Confidential Information does not, however, include information which (i) is already known by the recipient at the time of disclosure; (ii) is independently developed by the recipient, (iii) is or comes to be in the public domain; or (iv) is received by the recipient from a third party without similar restriction and without breach of this or of a similar section in another agreement with the Disclosing Party.

"Effective Date" means the effective date of the first Service Order executed entered into between the Parties under this Agreement.

"End User" means any and all of Client's customers, visitors, listeners or viewers listening to or viewing Client Content.

"General Data Protection Regulation" or **"GDPR"** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

"Identifiable Natural Person" means a person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Initial Term" shall mean the initial term set forth in a Service Order.

"Intellectual Property" means anything that is or may be protected by any Intellectual Property Right including, without limitation, all Software, inventions, algorithms, architecture, class libraries, databases, objects and documentation (both printed and electronic), design, industrial design, hardware design, logos, structure, know-how, business methods, utility models, trade secrets, works, performances, trade-marks (including trade names and service marks), domain names, and Confidential Information, as applicable.

"Intellectual Property Right" means any right, whether registered or not and whether in existence as at the date hereof or in the future, that is or may be granted or recognized under any American, Canadian or foreign legislation regarding patents, copyrights, neighbouring rights, moral rights, trade-marks, trade names, service marks, industrial designs, mask work, integrated circuit topography, privacy, publicity, celebrity and personality rights, on any Intellectual Property, and any other statutory provision or common or civil law principle regarding intellectual and industrial property, whether registered or unregistered, and including rights in any application for any of the foregoing.

"Monthly Fee" means any monthly fee for Services as identified in Section B or D of a Service Order, Change Request Form or Order Forms, excluding Set-Up Fees or usage fee, for any given month.

"Non-PII" means and includes any data or information accessible by Service Provider as a result of its business relationship with Client or third-party providers, which information is not personally identifiable, but is linked or reasonably linkable to a particular computer, device or End User including, device IDs, Listener IDs or other identifiers, IP addresses, demographic or technical data.

"Personal Data" means any information relating to an identified or Identifiable Natural Person.

"Service(s)" means the services (including any Software) ordered by Client and provided by Service Provider hereunder, as set out in a Service Order, Order Forms or a Change Request Form.

"Service Fees" means any and all charges for Services set out in a Service Order, Order Forms or Change Request Form.

"Service Order" means any and all standard ordering form referencing this Agreement and executed by both Parties, detailing Service(s) ordered by Client, and including the applicable specific terms and conditions. Each Service Order shall be effective upon Client's signature of such Service Order. In the event of any conflict between the terms and conditions of the Service Order and the terms and conditions of this Master Services Agreement, the terms and



conditions set forth in the Service Order shall prevail.

“Set-Up Fees” means any and all set-up charges for Services as set out in a Service Order, Order Forms or a Change Request Form.

“Software” means any software including, without limitation, hosted software, applications, utilities, tools, macros, scripts, system software, databases, data files, routines, subroutines, pieces of code and user interfaces, and all aspects, components, modules, portions, compilations, libraries and versions thereof, regardless of language, format or the medium on which they are stored or expressed, and in all cases including any Updates thereof.

“Taxes” means all applicable value added tax (VAT), goods and services tax (GST), sales tax, consumption tax, use, excise, access, bypass, franchise or other like taxes, fees, charges or surcharges whether now or hereafter enacted, however designated, imposed on or based on the provision, sale or use of the Services.

“Term” shall mean the Initial Term and all renewal terms (if any) as further set forth in Section 4 of this MSA.

“Update” means any and all periodic additions, deletions, or changes to a Software and/or technical documentation provided by Service Provider to Client in connection with this Agreement.

2. **Services.** Service Provider shall provide Services to Client in accordance with the relevant Service Order(s) entered into between the Parties. During the Term of this Agreement, Service Provider grants Client a limited, non-assignable, non-sublicensable, non-exclusive, fee bearing and worldwide license authorizing Client to: (i) use the Services and technical documentation supplied or made available by Service Provider in connection with the Services; and to (ii) install any downloadable Software provided by Service Provider to Client, on Client's equipment, in connection with the Services. Service Provider may perform its obligations through its own third party suppliers, or through its affiliates or their respective third party suppliers, but it shall not thereby be released from its obligations under this Agreement. The Services shall begin on or before the Billing Start Date. If the Parties agree on additional services or fees in connection with a current Service Order, a Change Request Form or Order Forms covering the terms and conditions for the additional services or fees shall be submitted by the Service Provider and signed by a duly authorized representative of Client. With the exception of a2x and Yield-Op Services, Client agrees that, during the Term of this Agreement, it shall not utilize any third party to provide Services provided under this Agreement, without the prior written consent of Service Provider.

3. **Payment Term and Billing.** In consideration for the Services provided, Client shall pay the applicable Service Fees, together with any and all applicable Taxes related to the Services provided, no later than thirty (30) calendar days from the invoice date. To the extent the Client is or believes it is exempt from payment of certain Taxes, it shall provide to Service Provider a copy of a valid exemption certificate at billing@tritondigital.com. Service Provider will give effect to all valid exemption certificates in the next full billing cycle following receipt of the certificate from Client, but only to the extent Service Provider is permitted to do so under applicable laws. If Client is required by law to make any deduction or withholding from any payment due to Service Provider, then the gross amount payable by Client will be increased so that, after any such deduction or withholding taxes, the net amount received by Service Provider will not be less than the amounts Service Provider would have received had no such deduction or withholding been required. If Client fails to make any payment of any amounts invoiced in strict conformity with the above requirements, Service Provider shall have the right, in addition to any other rights or remedies under the Agreement, to assess, and Client shall pay, a finance charge of the lesser of 1.5% per month (19.56% per year) of the highest amount allowed by law on all past due amounts. Services will be billed on a monthly basis as of the Billing Start Date. Notwithstanding the foregoing, Service Provider reserves the right to bill the Set-Up Fees upon Client's signature of the applicable Service Order, Order Forms or Change Request Form. For Monthly Fees or any other fixed fee estimated in advance, Service Provider reserves the right to bill such fixed fees the month before commencement of such Services. Usage fees incurred by Client beyond a monthly commitment in a given month and in accordance with the prices/unit set forth in this Agreement shall be invoiced by Service Provider at the end of each month for payment of usage fees during the prior month.

4. **Term and Termination**

4.1. **Initial Term and Renewal.** This Agreement shall enter into force as of and from the Effective Date and shall remain in effect until (i) no Service Order is effective between Client and Service Provider; or (ii) it is terminated earlier in accordance with the terms and conditions of this Agreement. An Initial Term will be specified by the Parties in each Service Order and apply to each such Service Order, including any related Order Forms or Change Request Form, separately. The Initial Term shall begin upon the Billing Start Date. At the end of the Initial Term or at the end of any renewal term, the applicable Service Order, including any related Order Forms or Change Request Form, shall automatically be renewed for subsequent terms equal to the Initial Term. Either Party may terminate a Service Order upon expiry of the Initial Term or any renewal term, by sending written notice to the other Party, at least ninety (90) days, but no more than one hundred and twenty (120) days, prior to the expiration of the current term, of its intention not to renew.



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4.2. **Termination for Default.** Either Party may terminate this Agreement or a Service Order (and Service Provider may also suspend all or part of the Services) on written notice to the other Party if the other Party fails to comply with any material provision of this Agreement and fails to cure such failure within thirty (30) days of delivery of a notice of default from the non-defaulting Party ("Cure Period"). A Cure Period is not required for a breach of Client's obligations under Section 5 (Ownership of Intellectual Property); Section 12 (Confidentiality obligations); or any privacy obligations under this Agreement, in which cases Service Provider may immediately terminate the Agreement. If Service Provider terminates the Agreement pursuant to this Section 4.2, any amount to be paid to Service Provider by Client shall become due and payable immediately.

4.3. **Client Termination.** If Client requests early termination prior to the expiration of the Term, (i) Client shall send a written notice to Service Provider at least ninety (90) days prior to the intended termination date, and (ii) Client will be required to pay a lump sum to Service Provider equal to 75% of the Monthly Fee for each of the remaining months of the Term, which Client acknowledges Service Provider is entitled to receive by way of liquidated damages, not as penalty. Such lump sum shall be payable by Client to Service Provider no later than thirty (30) days following the receipt by Client of a termination invoice from Service Provider. Notwithstanding the foregoing, in the event Client is no longer able to pay for the Service Fees due to a budgetary shortfall or reduction in Client's budgetary allotment from the State of Kentucky, Client may request early termination prior to the expiration of the Term at no charge provided that (i) Client sends a written notice to Service Provider at least ninety (90) days prior to the intended termination date, and (ii) Client provides Service Provider with reasonable proof of such budgetary shortfall or reduction in Client's budgetary allotment from the State of Kentucky.

4.4. **Service Provider's Termination.** Service Provider may terminate this Agreement, or part or all the Service(s), at any time with written notice to Client, at least ninety (90) days prior to the intended termination date in the event of (i) a corporate restructuring; or (ii) an operational and/or product restructuring.

5. **Ownership of Intellectual Property.** Each Party is and shall continue to be the sole and exclusive owner of all its Intellectual Property, and Confidential Information, including all Intellectual Property Rights therein or thereunder. Neither Party shall, directly or indirectly (i) attempt to determine source code for computer programs whether owned by the other Party or licensed to the other Party from a third party; (ii) modify, reprogram, translate, disassemble, decompile, or otherwise reverse engineer the Intellectual Property whether such Intellectual Property is owned by the other Party or licensed to the other Party from a third party; nor (iii) remove, modify or obscure any Intellectual Property Rights or other proprietary rights notices that appear on any of the Intellectual Property, whether such Intellectual Property is owned by the other Party or licensed to the other Party from a third party, or on any Software. Under no circumstances does a Party's possession, access or use of the Intellectual Property of the other Party transfer any ownership rights or any Intellectual Property Rights to the Intellectual Property or property of the other Party.

6. **Acceptable Use Policy.** Client shall comply with Service Provider's then current acceptable use policy, which is reproduced and maintained on Service Provider's website at the following url address: <http://www.tritondigital.com/acceptable-use-policy> (the "Acceptable Use Policy"), and which is hereby incorporated by reference as part of the Agreement. Client acknowledges that Service Provider is not responsible for and does not control Client Content, its availability, accuracy or any other aspect of it. Client further acknowledges that Service Provider does not monitor the use of the Services by Client or its End Users. Client shall be solely responsible for any and all Client Content that is posted, stored or displayed on Service Provider's network. Notwithstanding the fact that Service Provider assumes no responsibility with respect to Client Content, Service Provider may modify or suspend Client's Service in the event it becomes aware of Client's illegal use of the Service, including Client's unremediated failure to comply with any material requirements of Service Provider's then current Acceptable Use Policy, or as necessary to comply with any law or regulation, as reasonably determined by Service Provider. Suspension may be immediate and may have a fixed or indefinite duration, but Service Provider shall promptly restore Service upon the remediation of any breach. The rights delegated to Service Provider under this Agreement, including the public display, public performance, distribution, and reproduction of Client Content on the Service Provider's network and other property, shall not violate or infringe upon the Intellectual Property Rights, privacy, literary and publicity rights or any other personal or property right of any person or entity.

7. **Minimum Service Requirements.** Client shall comply with the minimum service requirements which are reproduced and maintained on Service Provider's website at the url address(es) specified in the relevant Service Order(s) (the "**Minimum Service Requirements**") and any other service requirement communicated to Client by Service Provider. In the event Client uses a third party supplier in connection with the Services, Client shall ensure that such third party supplier complies at all times with the Minimum Service Requirements. Client shall promptly and accurately implement any Update provided by Service Provider during the Term of this Agreement within thirty (30) days from Service Provider's notification of any such Update.



8. Privacy.

8.1. **General.** Service Provider will provide the Services in compliance with best current industry standards and practices and Service Provider's current Privacy Policy maintained on Service Provider's website, at the following url address: <http://tritondigital.com/privacy-policy-services> (hereinafter the "**Privacy Policy**"), which is hereby incorporated by reference as part of the Agreement. Service Provider will notify Client of any material changes to the Privacy Policy that could reasonably be expected to materially adversely affect Client's use of the Services.

8.2. **Processing of Personal Data.** Client and Service Provider agree that Client is the controller of Client and/or Client's End User Personal Data and that Service Provider is the processor of such Personal Data. Service Provider will process Personal Data only on instructions from Client. Client agrees that this Agreement along with Client's use and configuration of features in the Services are Client's instructions to Service Provider for the processing of Personal Data. As such, the Parties represent that: (i) they will comply with any and all applicable laws, including the GDPR; and (ii) will comply with their respective legal obligations under such applicable laws.

8.3. **Non-PII.** Client acknowledges that the Services may involve the usage of Non-PII by Service Provider. Client acknowledges that Service Provider, will use such Non-PII for the purpose of providing the Services and may (i) disclose such Non-PII to third-parties as reasonably necessary in connection with the Services and (ii) disclose such Non-PII generally when it is aggregated with similar information relating to other customers of Service Provider or such that the specific information relating to Client is not identified as such. Client shall ensure that each Client's website(s) contains a privacy policy notification that: (x) complies with the applicable laws; (y) discloses the collection, usage and disclosing of Non-PII to third-parties and the use of such Non-PII by third-parties. Client shall not, shall not attempt to, and shall not assist or knowingly permit any third party to pass information other than Non-PII to Service Provider or otherwise associate Service Provider's tracking technology with information other than Non-PII.

9. Representations and Warranties

9.1. **Common Representations and Warranties.** Each Party represents, warrants and covenants to the other Party that: (i) it has the necessary power, authority and capacity to perform its obligations under this Agreement; and (ii) that this Agreement has been duly executed and delivered by such Party and is a valid and binding obligation enforceable against it in accordance with its terms.

9.2. **Service Provider's Representations.** Service Provider represents and warrants that, to Service Provider's knowledge, as of the Effective Date of the Agreement, the Services do not violate any Intellectual Property Rights and there are no pending or threatened suits, actions or proceedings against Service Provider that would affect the provision of Services.

9.3. **Client Representations.** Client hereby represents and warrants that: (i) the execution of the Agreement by Client, performance hereunder by Client and the grant of rights to Service Provider hereunder do not and will not result in a breach of or violate any third party right or any term or provision of any Agreement to which Client is a party; and (ii) it will use the Services in compliance with all applicable laws, rules and regulations and with any obligations set forth in this Agreement with respect to Intellectual Property, privacy or content obligations.

9.4. **Disclaimer of Warranties.** EXCEPT FOR WARRANTIES EXPRESSLY MADE IN THIS AGREEMENT, CLIENT ACKNOWLEDGES AND AGREES THAT ALL SERVICES PROVIDED AND SOFTWARE USED BY SERVICE PROVIDER ARE PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT ANY WARRANTY, REPRESENTATIONS OR CONDITION OF ANY KIND, EXPRESS, LEGAL OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, QUALITY AND FITNESS FOR A PARTICULAR OR GENERAL PURPOSE, AVAILABILITY, RELIABILITY, TITLE, OWNERSHIP (INCLUDING THE WARRANTY THAT THE RELEVANT PROPERTY IS FREE OF ANY OTHER RIGHTS OR CHARGES), NON-INFRINGEMENT, CONFORMITY, ACCURACY AND WORKMANSHIP OF THE SERVICES OR ANY PROPRIETARY MATERIALS.

10. **Limitation of Liability.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.3, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE, UNDER OR IN RELATION TO THIS AGREEMENT, FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, AGGRAVATED, ECONOMIC OR OTHER SIMILAR DAMAGES, HOWSOEVER CAUSED, AND IRRESPECTIVE OF WHETHER THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT, ITS SUPPLIER(S) OR ANY OF THEIR LAWFUL AGENTS, CONTRACTORS, OR EMPLOYEES, HAD BEEN ADVISED OF, HAD KNOWLEDGE OF, OR REASONABLY COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, IN NO EVENT WILL SERVICE PROVIDER BE LIABLE TO CLIENT FOR: (I) DIRECT DAMAGES OR LOSSES RESULTING FROM ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION TELECOMMUNICATIONS SERVICE PROVIDERS, THE



INTERNET BACKBONE, OR OTHER THIRD PARTY SUPPLIERS OF PRODUCTS OR SERVICES NOT HIRED DIRECTLY BY SERVICE PROVIDER, (II) DAMAGES OR LOSSES CAUSED BY THE CLIENT, OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, OR OTHER EVENTS BEYOND THE REASONABLE CONTROL OF SERVICE PROVIDER INCLUDING FAILURE, LOSS OR DAMAGE TO CLIENT EQUIPMENT CAUSED BY OR ASSOCIATED WITH SERVICE PROVIDER'S REMOTE ACCESS; OR (III) ANY FINES OR PENALTIES ASSESSED FOR CLIENT'S FAILURE TO COMPLY WITH ANY LAW OR GOVERNMENTAL REGULATIONS. THE ABOVE DAMAGES EXCLUSIONS SHALL NOT APPLY TO (A) CONFIDENTIALITY OBLIGATIONS OR (B) WILFUL MISCONDUCT, FRAUD OR GROSS NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SERVICE PROVIDER'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS UNDER OR IN RELATION TO A SPECIFIC SERVICE ORDER SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY CLIENT TO SERVICE PROVIDER, WITH RESPECT TO SERVICES UNDER SUCH SERVICE ORDER.

11. **Indemnification.** To the maximum extent permitted under the applicable law set forth in Section 13.2, and subject to the limitations of Section 10, each Party will hold harmless, indemnify, and defend the other Party, as well as its representatives, in respect of any third party damages, liabilities, penalties, claims, actions, suits, proceedings, costs, expenses (including reasonable attorneys' fees and court costs), arising out of, connected with or resulting from a breach of any representations and warranties made under this Agreement. In the event of a claim for which a Party seeks indemnification, the indemnified Party will (i) promptly notify the indemnifying Party in writing of the claim; (ii) grant the indemnifying Party sole control of the defense and settlement of the claim, unless such Party waives this right by written notice; and (iii) provide the indemnifying Party with all assistance, information and authority reasonably required for the defense and settlement of the claim, at the indemnifying Party's expense. Any settlement that results in any ongoing liability that detrimentally impacts the rights of the indemnified Party will require the consent of the indemnified Party, which shall not be unreasonably withheld. Service Provider will have no liability for any claim under this Section 11 arising out of: (i) modifications to a Service or any related Software other than modifications made by Service Provider; (ii) the use or combination of the Services or any related Software with non-Service Provider programs, data or equipment, where the Services and related Software alone would not have given rise to the claim; (iii) Client's continued use the Services or any related Software for which Service Provider has provided Client with modification, replacement or update if the use of such modified or updated Services or related Software would have prevented the claim; (iv) Client's use of a Service or related Software in breach of this Agreement; or (v) Client's continued use, distribution or sublicensing of a Service or related Software after receipt by Client from Service Provider of a notice describing claim under this Section 11 alleging that a Service or any related Software infringes any third party's Intellectual Property Rights.

12. **Confidentiality Obligation.** Each Party shall (i) take all reasonable measures to protect the secrecy of and avoid disclosure or use of the Confidential Information of the other Party in order to prevent it from falling into the public domain or the possession of any third party that is not authorized to have such information, including, but not limited to, the highest degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature, which will be no less than reasonable care; (ii) not use or disclose such Confidential Information except in connection with the purposes of this Agreement, unless authorized in writing by the other Party or compelled by an order of a court of competent jurisdiction; (ii) not disclose or permit disclosure of any Confidential Information of the other Party to third parties, or to employees of the other Party receiving Confidential Information, other than directors, officers, employees, consultants, and agents who are required to have the information in order to carry out the purposes of this Agreement. All materials containing the other Party's Confidential Information shall be destroyed or returned to such Party, as instructed by such Party, by the recipient promptly upon request. Client shall immediately notify Service Provider of any unauthorized use or security breach of Confidential Information as soon as it becomes aware of any such unauthorized use or breach.

13. **Entire Understanding.** This Agreement shall constitute the entire agreement between the Parties regarding its subject matter and supersedes any and all prior and contemporaneous agreements, negotiation or discussion, whether oral or written. Except for Order Forms or Change Request Form, this Agreement may not be changed except by a written amendment signed by both Parties.

13.1. **Notices and Requests.** Any notices and requests provided for in this Agreement shall be (i) in writing; (ii) sent by email (with confirmation of reception), facsimile, prepaid courier or registered mail to the other Party. All notices and requests which do not comply with these conditions shall be held incomplete or invalid. All notices to Service Provider shall be delivered via email to contracts@tritondigital.com and/or via certified mail to Triton Digital, 15303 Ventura Blvd., Suite 1500, Sherman Oaks, CA 91403.

13.2. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State Kentucky, without giving effect to conflicts of laws principles.



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13.3. **Assignment.** This Agreement shall not be assigned by Client without the prior written consent of Service Provider, which shall not be unreasonably withheld; provided, however, that Client may, without the prior consent of Service Provider, assign all of its rights under this Agreement to (i) an Affiliate (that remains an affiliate thereafter, provided that Client remains responsible for such affiliate under this Agreement), (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Client is participating, by providing a reasonable advance written notice to the other Party of any such proposed assignment or transaction. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. Service Provider shall have the right to assign this Agreement in whole or in part by promptly notifying Client in writing to that effect. This Agreement shall bind and enure to the benefit of the parties and their respective successors and permitted assigns.

13.4. **Counterparts and Signature.** This Agreement may be signed in counterparts and the signatures delivered by facsimile transmission or by electronic mail, each of which shall be deemed to be an original, with the same effect as if the signatures thereto were upon the same instrument and delivered in person. This Agreement and any and all documents related to it, will be deemed to satisfy any writings requirements of any applicable law, notwithstanding that this Agreement is written and accepted electronically. Client acknowledges and agrees that Service Provider reserves the right to furnish to Client, and the right to require Client to furnish Service Provider, writings or paper copies of communications in lieu of and/or in addition to electronic records thereof, at any time in Service Provider's discretion.

13.5. **Survival.** Each and all of the provisions of Section 5 (Ownership of Intellectual Property), 10 (Limitation of Liability), 11 (Indemnification), 12 (Confidentiality Obligation) and any other provision of this Agreement which by its nature shall survive the expiration or termination of this Agreement. Any provision necessary to give effect to the foregoing, shall be treated as such.

Signatures

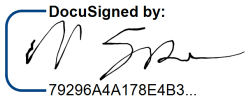
The undersigned hereby accept to be bound by this Agreement.

CLIENT

SERVICE PROVIDER

Eastern Kentucky University

Ando Media, LLC

By 
79296A4A178E4B3...

By 
1EC27AA6B11D4CE...

Mike Savage

Stephanie Donovan

Name & Title

Director & General Manager

Name & Title

SVP, Publisher Dev.

I am a duly authorized officer, partner or principal with full authority to enter into this Agreement on behalf of Client.

Date (MM/DD/YYYY) 5/23/2019 | 12:16:51 PDT

Date(MM/DD/YYYY) 5/23/2019 | 12:28:49 PDT