



**"EZ Trak"
LICENSE AGREEMENT**

This License Agreement ("Agreement") is entered into and effective as of October 29, 2012 ("Start Date") by and between Envision Radio Networks, Inc. at 3733 Park East Drive Suite 222, Cleveland, OH 44122 ("Network"), and WYYX-FM ("Station") located at 7106 Laird St Ste 102 Panama City Beach, FL 32408-7622 ("Address") for "EZ Trak" ("Service"). For good and valuable consideration (receipt and sufficiency of which are hereby acknowledged), and intending to be legally bound hereby, Network and Station agree as follows:

- 1) License Grant:
 - a) On October 29, 2012 ("Start Date") Network will provide Station with the rights to use the Service. Network hereby grants format exclusive licensing rights to the Station for the commercial use of the Service in its designated metropolitan market Panama City, FL ("Market Name"), as defined by Arbitron.
 - b) Network shall have the right to use the Service to other metropolitan markets, other than the Station's designated metropolitan market, as defined by Arbitron.
 - c) The laws of the State of Ohio shall govern this Agreement, which must be enforced only in a court of competent jurisdiction in Cuyahoga County, Ohio, without regard to its conflict of laws provision, jury waived.
 - d) Exhibit A is attached and made part of this agreement.
- 2) Term:
 - a) The Term of this Agreement shall be for fifty-two (52) weeks, commencing on October 29, 2012 ("Start Date") and shall continue for subsequent renewal in terms of fifty-two (52) weeks unless terminated by either party with written notice not less than thirty (30) days prior to the end of each term.
 - b) Should Station decide to cancel Service during the initial forty-eight (48) weeks or after the auto renewal has begun, all commercial units shall continue to air in the appropriate dayparts for the duration of the term.
 - c) In the event that the Service in the designated metropolitan market referenced above interferes with the metropolitan market of another Station which has a prior license for the same Service, Station agrees to terminate this License Agreement on thirty (30) days written notice from Network with no additional compensation.
 - d) This agreement shall be transferred with the Station's FCC license.
- 3) Service:
 - a) The name of the Service is "EZ Trak". The name of the Service may be changed by the Network.
 - b) The Service is for the exclusive use of station in designated metropolitan market referenced above. Station agrees to restrict the broadcast to programming on Station. Any unauthorized use of Service will result in immediate suspension of broadcast rights to Service.
- 4) Delivery of Service:

The Service shall be delivered to the Station on a weekly basis. Network shall deliver the Service via FTP or the designated Network website.
- 5) Commercial Units:
 - a) In exchange for Service, Station agrees to broadcast 7 minutes of network commercial avails per week, (1) minute(s) per day, between 6:00 am & 8:00 pm, Monday - Sunday, in the following specific rotation per broadcast week:

MANDATORY ROTATION:

 1. One (1) minute of national commercials, two (2) times between 6am - 10am.
 2. One (1) minute of national commercials, two (2) times between 10am - 3pm.
 3. One (1) minute of national commercials, three (3) times between 6:00 am - 8:00 pm.Commercials may not be pre-empted. Commercials aired outside the contracted terms shall be considered as 'unaired.'
 - b) Communications Act of 1934: Notwithstanding any contrary provisions of the foregoing, consistent with the Station's obligation to the applicable provisions of the Communications Act of 1934, Station shall have the right to delete any commercial content which it regards as being unsuitable for broadcast or the broadcast of which it believes would be contrary to the public interest. **Station must notify Network in advance that content will be unaired and Network will provide Station with alternate commercial content.**
 - c) Network warrants that it will disclose to the Station any and all information as to money, services or other valuable consideration which anyone has paid or accepted or has agreed to pay or accept, for the inclusion of any matter as a part of the material to be supplied to the Station under this agreement.
 - d) Commercial units will be made available via FTP or on a designated Network website and Station shall not alter, modify, delete, move, or otherwise change the Program or the commercial units for the Program.

6) Invoices/Affidavits

- a) Station shall provide weekly invoices and/or affidavits to Network, verifying all commercial units aired for the Service for each week and that they aired on the Station within the agreed upon time-periods per this Agreement.
- b) Within seven (7) days after each standard broadcast week, Station shall deliver to the Network, on forms provided by the Network, complete, accurate and duly executed reports, affidavits and certificates ("Certificate of Performance") with respect to Station's broadcasting of the Network Commercials scheduled during each such broadcast week throughout the Term.
- c) Upon request by the Network, Station shall provide such other reports and affidavits as may reasonably be requested with respect to the broadcast of the Network Commercials.
- d) Unless otherwise specified by the Network, each Certificate of Performance shall be submitted to Envision Radio Networks, Inc. via the Internet at the following URL addresses: <http://affiliate.dial-global.com/affweb/login.asp>.

7) Intended Use:

- a) The Station constitutes a single entity, and not part of any other entity, legal or otherwise.
- b) The Service is distributed by the Network to the Station for the intended use of the Station only and the Station may not under any circumstances copy, duplicate, edit, distribute, or re-produce the Program.

8) Service Content and Intellectual Property:

- a) The Service is the proprietary property of the Network. The Station shall not broadcast any of the content contained in the Service except for the explicit purposes contained in this Agreement without the written consent of the Network.
- b) Station shall not broadcast content contained in "EZ Trak" on Station website.
- c) The Station shall not use any of the Intellectual Property ("IP") of the Service, including but not limited to, its logos, marks, or music compilations without the written consent of the Network.
- d) Station acknowledges and agrees that it shall be solely responsible for the payment of any public performance music licenses or royalty payments which may be required to be paid to any party or organization, such as BMI, ASCAP, SESAC, or any other like organization, on account of the broadcast of the music contained in the Service.

9) Pre-emption and Force Majeure:

The Service may be pre-empted by the Station and the Station relieved for any event of force majeure (as that term is understood in the broadcast industry) or for any material, which the Station deems, in its sole discretion, to be a program of national, state or local significance and/or importance to the public interest. **Commercials which are unaired due to Force Majeure shall be 'made good' within a reasonable time upon notice from the Network of advertiser demand.**

10) Termination:

- a) Should Station cancel the Service during any 52-week term, all commercial units shall continue to air in the appropriate dayparts for the duration of the term or until the Network replaces Station within the market. Any notice of cancellation, as with any modification to this Agreement, must be given in writing by registered mail, return receipt requested to: **Envision Radio Networks, Inc. at 3733 Park East Drive Suite 222, Cleveland, OH 44122.**
- b) The Network shall have the right to cancel this Agreement with (ten) 10 days prior notice to Station in the event Station fails to comply with any provision of this Agreement. In the event the Network exercises this 10-day cancellation provision, Station agrees to broadcast commercial units (Per Section 5) for a ninety-day (90) period following such cancellation of this Agreement by the Network.
- c) Station shall notify the Network within ten (10) days of any application to change its City of License, frequency, and power or transmitter location. The Network shall have the option of terminating this Agreement with thirty (30) days prior written notice to the Station as a result of the actual change(s).

Agreed and Accepted

Agreed and Accepted

Station: WLAN

Envision Radio Networks, Inc.

Signature

Name, Title

Date

John Allegretto
John Allegretto
10/15/12

Paul A. Walker
10-16-12

Date © 2012 EZ Trak

EXHIBIT A

1. SERVICES: Provider hereby grants to Station a non-exclusive, limited license to use the EZ Trak® on-line listener polling system in the United States of America as set forth in this Agreement. Providers will supply all necessary technical systems and support to conduct on-line music listener polls ("Poll" or "Polls") for Station via a hyperlink. The listener Poll and gathered data will reside on Providers web server.
2. LISTENER POLL SPECIFICATIONS:
 - (a) Station will have the ability to customize the Poll website through the use of its logo(s), positioning statements and additional graphic elements/text.
 - (b) Each Poll will comprise no more than thirty (30) musical tracks encoded in the MP3 (.mp3) format at a streaming bit rate of no greater than 48 kbps.
3. DATA GATHERED: Each Poll conducted by Station may gather several categories of data from Poll respondents. The following categories of data are defined for purposes of this Agreement. Each category of data will be used only as provided in this Agreement:
 - (a) "Profile Data" consists of data regarding the listening and/or lifestyle characteristics of respondents. By way of example, such data might include the respondent's favorite radio station or the times of day when a respondent listens to the radio. Station may include Profile Data questions in each Poll and such questions are not subject to Providers' approval. Profile Data questions may be changed for subsequent Polls as Station determines necessary. Providers will make no use of, and disclose to no third party any Profile Data gathered from any Poll respondent except as specified in (c) "Opt-in."
 - (b) "Confidential Data" consists of personally identifiable data that could be used to identify or contact a specific person, and includes, separately or in combination with, any of the following: first/middle or last name, home or business street address, city and state, zip-code, email address, telephone number, and birthday. All such Confidential Data gathered by each Poll will not be shared with or disclosed to any third party by Providers except as specified in (c) "Opt-in."
 - (c) "Opt-in." Each Poll respondent will be asked whether respondent is interested in receiving follow-up offers for national music survey and occasional marketing material. Providers have designed system so that respondents must take informed, affirmative action in order to become eligible to receive said follow-up offers or information. Respondent e-mails gathered by this method will reside on Provider's servers and all offers and information provided to "Opt-in" respondents will be transmitted via Provider's servers. "Opt-in" e-mail addresses may not be sold or transferred to any third party.
4. AGGREGATION OF DATA: For the purpose of presenting National or Regional informational charts; Provider may make use of Station data in the aggregate under the following conditions.
 - (a) Aggregation will consist of a minimum of three (3) similar client Stations.
 - (b) No individual data will be specifically identified to the Station.
 - (c) Provider may identify Station as a participant in the aggregation.
5. OWNERSHIP/USE OF DATA GATHERED: Providers agree that all data collected through Station's listener Poll website is the exclusive property of Station which may be used by Providers only in the manner authorized by this Agreement.
6. LIMITED BANNER ADVERTISING: Providers may include limited banner advertising on Poll website. Said banner advertisements shall appear at the "bottom" of any Poll page used for this purpose.