



"SpotVO"
LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into and effective as of May 9, 2016 ("Start Date") by and between Audio Prep and Production Library, LLC 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 "SpotVO" ("Service"). For good and valuable consideration (receipt and sufficiency of which are hereby acknowledge), and intending to be legally bound hereby, Network and Station agree as follows:

- 1) License Grant: May 9, 2016
 - a) On April 10, 2016 ("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 Nielson Audio.
 - 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 Nielson Audio.
 - c) Exhibit A is attached and made part of this agreement.
- 2) Governing Law:
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.
- 3) Term: May 9, 2016
 - a) The Term of this Agreement shall be for fifty-two (52) weeks, commencing on April 10, 2016 ("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.
- 4) Service:
 - a) The name of the Service is "SpotVO". 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.
- 5) 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.
- 6) Commercial Units:
 - a) In exchange for Service, Station agrees to broadcast 14 minutes of network commercial avails per week, (2) minute(s) per day, between 6:00 am & 7:00 pm, Monday - Sunday, in the following specific rotation per broadcast week:
MANDATORY ROTATION:
 1. One (1) minute of national commercials, four (4) times between 6am - 10am.
 2. One (1) minute of national commercials, four (4) times between 10am - 3pm.
 3. One (1) minute of national commercials, six (6) times between 6:00 am - 7:00 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.
- 7) 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 Audio Prep and Production Library, LLC via the Internet at the following URL addresses: <http://affiliate.adlarge.com>.
- 8) 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.
- 9) 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 "SpotVO" 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.
- 10) 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.**
- 11) Representations and Warranties:
- a) Station represents and warrants that:
 - i) It is an entity duly organized and validly existing under the laws of the state of its organization.
 - ii) It has the power and authority to enter into this Agreement and to perform its obligations hereunder.
 - iii) It is under no contractual or other legal obligation which shall in any way interfere with its full, prompt, and complete performance hereunder.
 - iv) Station owns, manages, or otherwise controls its broadcasting transmission over the Station's licensed analog and digital facilities including HD channels, streaming over the Internet via the World Wide Web and/or inclusion in Internet-only channel(s).
 - v) Each Station is, duly licensed to broadcast according to the terms in section 3 of this Agreement.
- 12) Station Responsibilities:
- a) Station agrees to notify Network in writing within thirty (30) days after filing any application for the transfer or assignment of any interest in Station with the FCC. Station understands that Network in its sole unfettered discretion may terminate this Agreement upon which such assignment of license or transfer control.
 - b) Station agrees that it will be solely responsible for maintaining all licenses necessary for broadcasting, carriage on Station's website, and any other means by which Station's signal distributes SpotVO.
- 13) Termination:
- a) Should Station cancel the Service during any fifty-two (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: **Audio Prep and Production Library, LLC 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 6) for a ninety-day (90) period following such cancellation of this Agreement by the Network. Subsequent to the ninety-day (90) cancellation period, Station shall not continue to broadcast SpotVO and Network is not obligated to continue to furnish, any programs which Network may have offered and which Station may have accepted during their affiliation.

- 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).

14) Assignment and Delegation:

Network may freely assign and/or delegate this Agreement, in whole or in part. This Agreement shall bind and insure to the benefit of the parties and their respective successors and permitted assigns.

15) Entire Agreement:

This Agreement expresses the entire understanding of the parties hereto on the subject matter hereof and supersedes any and all other agreements and understandings, whether oral or written. No amendments or modifications may be made except in writing signed by the parties hereto. No waiver of default by either party shall constitute a waiver of any other default whether or not similar.

16) Severability:

In the event any provision of this Agreement shall be held to be void, voidable, unlawful or, for any reason, unenforceable, the remaining portions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

Agreed and Accepted

Station: WYYX

Misty Sims

Signature

Misty Sims / General Manager

Name, Title

4/22/16

Date

Agreed and Accepted

Audio Prep and Production Library, LLC

Danno Wolkoff

General Manager

4-26-16

Date © 2016 SpotVO

Exhibit A

SPOTVO

Each week, WILN-FM, WYYX-FM AND WVE-FM ("Cluster") collectively will receive a maximum of ten (10) produced commercial spots. A spot is defined as either a :15, :30, or :60 second commercial unit in length to be produced by SpotVO. Cluster may select only one (1) voice over and one (1) music bed per each spot.

Only ten (10) produced commercial spots will be created each standard broadcast week for Cluster. Cluster may not accumulate or bank unrequested commercial spots for request at a later date.

Turnaround time for any produced commercial spot is ordinarily forty-eight (48) hours. Requests for Spots received after 2pm Central Time on a business day will be considered received the next business day.

Agreement for SpotVO on WILN-FM, WYYX-FM and WVE-FM must remain in effect for agreement to remain valid.

Submitted By 2pm on:

Monday
Tuesday
Wednesday
Thursday
Friday
Saturday
Sunday

Due on:

Wednesday
Thursday
Friday
Monday
Tuesday
Wednesday
Wednesday