

MEDIABASE

MEDIABASE 24/7 LICENSE AGREEMENT

1. Effective January 9, 2012, Station KJFM-FM (hereinafter referred to as "Licensee"), whose address is PO Box 438 Louisiana, MO 63353, hereby agrees to become Licensee for **MEDIABASE 24/7** ("Service"), provided by Premiere Radio Networks, Inc. ("Licensor"), whose address is 15260 Ventura Boulevard, 5th Floor, Sherman Oaks, California 91403.

2. **LICENSE TO USE RESEARCH:** Licensee shall have rights to access MEDIABASE 24/7 via the internet with a user name and password. Licensor shall deliver to Licensee, via the internet, its airplay charts, monitors and special reports commonly known as "Mediabase Music Research". Licensor shall deliver multi-format coverage with every report. Licensee shall have the right to use said data for purposes related solely and exclusively to Licensee. Licensee shall not be entitled to sell, give, lease, distribute or otherwise transfer Service to any other person, firm or station, whether or not affiliated with or commonly owned by Licensee.

3. **COMPENSATION:** In exchange for the service, Licensee agrees to air a total of nine (9) barter minutes per week, as follows:

Monday through Friday, 6:00 a.m. to 8:00 p.m., one minute per day, day specific, best time available
Saturday and Sunday, 6:00 a.m. to 8:00 p.m., two minutes per day, day specific, best time available.

Licensee agrees to provide its assignment of time in the same manner afforded to cash purchasers of broadcast time and in accordance with broadcast orders submitted. Commercial units due to Licensor are not preemptible.

4. **COMMERCIAL SCHEDULING REQUIREMENTS:** Licensee understands and agrees to schedule and broadcast *ONLY* the national commercial inventory that is provided by Licensor regardless of whether identical commercial copy is on hand and/or is provided by another source be it another radio network and/or local advertiser and/or national advertiser. This is mandatory due to a watermark embedded within each national commercial that allows commercial monitoring by outside sources that provides proof of broadcast by local radio stations to national commercial advertisers.

Should Licensee broadcast any commercial(s) not provided by Licensor, even if the commercial content and copy is identical, that commercial shall be considered as "Not Aired" and Licensee will be subject to schedule makegoods.

5. **TERM:** The Term of this Agreement shall be fifty two (52) weeks, commencing on January 9, 2012, and shall continue for subsequent renewal 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. Should Licensee decide to cancel Service, all commercial units shall continue to air in the appropriate dayparts for the duration of the fifty two (52) week period. This Agreement is transferable and enforceable in the event Licensee is sold.

6. **PROOF OF PERFORMANCE:** Immediately after the end of each week, Licensee shall furnish to Licensor, on forms provided by Licensor, complete and accurate affidavits by Licensee setting forth proof of broadcasting of national sponsor commercials. Affidavits are to be submitted by Licensee electronically via the Internet to Licensor, on forms provided by Licensor via the Internet.

If Licensor fails to make timely delivery of any Service for any reason beyond its control, such failure shall not be deemed a breach or violation of the terms of this Agreement. Should Licensee breach any term or condition of

Licensee's Initials: _____

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this Agreement (e.g., failure to (a) broadcast a national barter commercial during the times detailed above (b) submit complete and accurate affidavits of performance for any two (2) broadcast months, consecutive or non-consecutive, within a twelve (12) month period), Licensor may, in addition to other rights it may have, immediately without further notice, terminate this Agreement and have no further obligations to Licensee.

7. **NON-DISCRIMINATION IN ADVERTISING:** In accordance with paragraphs 49 and 50 of the United States Federal Communications Commission Report and Order No. FCC 07-217, Station and Licensee will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated, and completed without regard to race or ethnicity.

8. Licensor and Licensee agree to accept and rely on facsimile transmitted-signed and/or e-mail transmitted-signed documents as if they bore original signatures.

9. This Agreement shall be governed by the laws of the State of California. Licensee agrees to pay all expenses Licensor may incur in connection with the enforcement of any of its remedies under this Agreement, including all costs legal expenses, and attorneys' fees.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date above written.

By: _____
Premiere Radio Networks, Inc.

By: Marianne Everhart
KJFM-FM

Printed Name: Eileen Thorgusen

Print Name: Marianne Everhart

Title: SVP Affiliate Relations

Title: Operations Manager

Date: _____

Date: 1/10/11

(Please provide us with the following information)

**Traffic/Continuity Director Name: Marianne Everhart

**Traffic/Continuity Director's Email: kjfmradior@gle102@yahoo.com

**Traffic/Continuity Dept. Phone #: 573-324-0303

Licensee's Initials: _____

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