Ambassador Advertising Agency, acting in its capacity as the broadcasting agent for Focus on the Family a California (U.S.A.) Non-Profit Corporation, having its principal place of business at 1641 Langley Avenue, Irvine, CA 92614 (hereinafter "Ambassador"), is pleased to grant to the station currently registering on this website (hereinafter referred to as "Station") a limited, nonexclusive license to broadcast on the Station the program(s) requested by Station on the pages of this website and subsequently agreed to by Ambassador (hereinafter referred to as the "Program(s)") in the Station's market and during the term as defined below. By clicking on "I Accept the Terms of this Agreement" and by requesting this/these Program(s) on the pages of this website, Station agrees to the terms and conditions of this Agreement in full and confirms Station's understanding of the terms and conditions prescribed. This license is subject to Station's compliance with the terms of this Agreement as listed below.

- 1. The broadcast rights for the Program(s) granted by Ambassador shall be nonexclusive to Station in Station's Market.
- 2. Upon termination of this Agreement, Station is obligated to destroy all copies of the Program(s).
- 3. Agreement Type:
- 3.1. Sustained Agreement Unless it is indicated in the Program Description section of this website for the Program(s) being requested by Station that, in addition to the Program(s), Station must air a number of additional broadcast minutes, this Agreement shall be a Sustained Agreement type and Station agrees to sustain all costs related to the airing of this/these Program(s).
- 3.2. Barter Agreement Should it be indicated in the Program Description section of this website for the Program(s) being requested by Station that, in addition to the Program(s), Station must air a number of additional broadcast minutes, this Agreement shall be a Barter Agreement type and Station agrees to comply with all of the conditions set forth in paragraph 4.3 and 4.4 below.
- 4. Rights & Obligations of Station.
- 4.1. Scheduled Airing of Program(s) Station shall air the Program(s) in their entirety without any changes or edits a minimum of one time in a given day but may air the Program(s) as many additional times in a given day as the Station deems appropriate. Station further agrees to air the Program(s) on the same day(s) each week and at the same time(s) each day.
- 4.2. Station Cancellation / Substitution of Program(s) Station shall have the right to cancel any Program(s) episode or portion thereof covered by the Agreement in order to broadcast any Program(s) which, in its absolute discretion, it deems to be of public significance. Each Program(s) episode provided by Ambassador is subject to approval by the Station and Station may exercise a continuing right to reject such episodes. If a Program(s) episode is found by Station to be unsatisfactory, Station shall, by email, telephone or facsimile, notify Ambassador fourteen (14) days prior to the scheduled broadcast of said episode, if reasonably possible, and allow Ambassador to substitute a satisfactory episode. Should there not be sufficient time for Ambassador to provide a satisfactory substitute episode, then, in the place of the unsatisfactory episode, Station shall broadcast a past Program(s) episode. In any such case of Program(s) cancellation or substitution, Station shall notify Ambassador in advance, if reasonably possible, but where such notice cannot reasonably be given, Station will notify Ambassador within two (2) business days after such scheduled broadcast has been canceled or substituted.
- 4.3. Broadcast Sponsorship Should Station request a Program that, in the Program Description section of this website, is indicated to a be Program that also requires Station to air additional broadcast minutes, in exchange for the broadcast rights for the Program(s) as set forth in the Agreement, Station hereby agrees to provide the time for and air the number of additional broadcasting minutes as indicated in the Program Description section of this website for the Program(s) requested by Station. Station further agrees to provide the space for and air these additional broadcast minutes on the day(s) and between the hours indicated in the Program Description section of this website. Station acknowledges that it has been advised by Ambassador that Ambassador intends to either sell or trade such additional broadcasting

minutes for use by third parties to help offset programming costs, or to use them itself. Ambassador shall furnish to Station the additional broadcasting minutes together with the appropriate broadcast instructions. Station is liable to make good, as soon as possible and within an equivalent daypart, all additional broadcasting minutes missed within any broadcast month during the term of this Agreement. Failure of the Station to air the additional broadcasting minutes shall be deemed a breach or violation of the terms of this Agreement.

- 4.4. Monthly Affidavit Should Station request a Program that, in the Program Description section of this website, is indicated to a be Program that also requires Station to air additional broadcast minutes, Station shall submit affidavits, on a regular basis, but not less often than monthly during the Term, reporting clearance of the additional broadcasting minutes in conformance with the broadcast schedules as outlined in this Agreement. The affidavits will serve as a representation by Station of Station's compliance with its obligations referred to above. Station shall submit the affidavits within thirty (30) days following the end of each broadcast month.
- 5. Term / Renewal / Cancellation The term of the Agreement shall commence on the date the station registers on this website and, unless otherwise canceled by Ambassador or Station, shall continue for a period of one (1) year (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically be renewed for an additional year and, unless otherwise canceled by Ambassador or Station, shall continue to be automatically renewed for an additional year each subsequent year. The Agreement may be canceled by Station or Ambassador upon expiration of the term, or at any other time without reason or cause, provided that the party desiring to cancel the Agreement provides twenty-eight (28) days prior written notice. Ambassador shall have the further option to terminate the Agreement immediately, at any time, if: (i) Ambassador, in its sole judgment, shall determine that affiliation with Station may adversely reflect on Ambassador; or (ii) in the event of a material breach by Station in the performance of the Agreement. Upon termination of the Agreement, either by Station or Ambassador, Station is obligated to destroy all copies of the Program(s), and Station shall not thereafter broadcast any installment of the Program(s).
- 6. Change in Broadcast Area. If Station shall make any modification which changes the Station's coverage area in any respect, Station shall notify Ambassador prior to the effective date of any such modification and Ambassador may, upon two (2) weeks prior written notice, terminate the Agreement.
- 7. Ownership of Program(s)/Copyright All Program(s) provided to Station by Ambassador are protected by international copyright laws and, other than for the broadcasting purposes specifically set forth in this Agreement, may not be duplicated, distributed or otherwise used without the express, written permission of Ambassador. Subject to the terms of this Agreement, Station acknowledges that, as between Station and Ambassador, all rights and interest in and to the Program(s) are and shall remain the exclusive property of Ambassador. Station may neither transfer the rights to broadcast the Program(s) to any other station or party nor knowingly allow any other station or party to broadcast the Program(s) without the express written consent of Ambassador. Similarly, Station shall neither distribute copies of the Program(s) nor knowingly allow any other party to distribute copies of the Program(s) without the express written consent of Ambassador.
- 8. No Joint Venture nor Representation Nothing contained herein shall be deemed to create a partnership or joint venture by Ambassador and Station, nor shall Station have the right or power to bind Ambassador to any agreement, nor to represent to any third party that it has such authority. All contractual obligations of any kind or nature to which Ambassador is intended to be bound shall become effective only when executed by a duly authorized officer of Ambassador. Furthermore, Station acknowledges that it is not Ambassador's representative and agrees that it will not act or make any declaration, whether explicit or implicit, on behalf of Ambassador.

9. Notice – All affidavits and other regular or routine notices required of Station must be sent to the following email address: marketing@ambassadoradvertising.com and/or to the following mailing address: International Media Department

Ambassador Advertising 1641 Langley Ave. Irvine, CA 92614 U.S.A.

Any and all notices of a legal nature desired or required to be delivered hereunder shall be in writing and all such notices to be made shall be personally delivered, or sent by express courier or by certified or registered mail, return receipt required, postage prepaid and addressed to the Legal Department at the mailing address above.