

AGREEMENT TO PURCHASE BROADCAST AND/OR ONLINE ADVERTISING SERVICES
ATW MEDIA, LLC
STANDARD TERMS AND CONDITIONS

An offer to purchase commercial advertising from ATW Media, LLC, licensee and/or operator of KTBB-FM, KTBB(AM), KRWR radio and/or ONLINE MEDIA (herein collectively and/or individually called "STATION") is subject to ACCEPTANCE and CONFIRMATION in writing. Upon such CONFIRMATION, it becomes an AGREEMENT. Purchases by ADVERTISER, acting directly or through its duly authorized AGENT, of broadcast or online advertising services on STATION and/or via ONLINE MEDIA are subject to the following terms and conditions.

(1) **CONFIRMATION/NO-PENALTY CANCELLATION.** All orders for commercial air time or ONLINE MEDIA and associated services are subject to written ACCEPTANCE and CONFIRMATION by STATION. Orders may be confirmed and accepted in whole or in part at the discretion of STATION. The charges to be paid for the advertising shall be stated on each CONFIRMATION, which form shall be submitted to the ADVERTISER either electronically or via the U.S. Mail, through its AGENT. STATION reserves the right to require advance payment. ADVERTISER may cancel this AGREEMENT without financial penalty by notifying STATION of its desire to cancel within ten days of the mailing date or the electronic transmission date of the CONFIRMATION. Upon receipt of such notice to cancel, and STATION'S acknowledgment thereof, STATION shall cease broadcasting ADVERTISER'S ANNOUNCEMENTS and shall credit ADVERTISER an amount equal to the value of the ANNOUNCEMENTS broadcast prior to receipt by STATION of ADVERTISER'S notice to cancel without penalty.

(2) **NOTIFICATION OF ERRORS.** Unless ADVERTISER or its AGENT notifies STATION within ten business days of the mailing date of CONFIRMATION(s) and within 30 days of the mailing date of INVOICE(s) that the CONFIRMATION(s) and/or INVOICE(s) contain(s) errors, the CONFIRMATION(s) and/or INVOICE(s) shall be conclusively deemed correct.

(3) **NON-PAYMENT.** Unless other arrangements are made in advance, invoices for advertising and/or services rendered hereunder are due on receipt and are past due 30 days from the date of the invoice. In the event ADVERTISER and/or AGENT do not pay any invoice when due, resulting in the placement of the invoice in the hands of a collection agency or with an attorney, ADVERTISER and/or AGENT agree to pay STATION's expenses of collection, court costs, attorney fees and other out-of-pocket expenses incurred by or on behalf of STATION in the collection of the past due amount. Additionally, in event full payment is not made as and when called for, this Agreement shall be in default and all monies due STATION shall be subject to an additional charge for interest at the rate of 10 percent (10.00%) per annum compounded annually. In the event ADVERTISER's or AGENT's check or other negotiable instrument is dishonored for any reason, ADVERTISER agrees to pay STATION a processing fee equal to the greater of \$30.00 or the maximum amount allowable under Texas Business & Commerce Code § 3.506.

(4) **MAKE-GOODS.** If for any reason there is an interruption, delay or omission of any radio commercial announcement to be broadcast, STATION may suggest a substitute time period ("MAKE-GOOD"). In no event shall STATION be liable for incidental, indirect, special or consequential damages in connection with or arising out of the failure or inability of STATION to broadcast the commercial announcement or as a result of any incorrect broadcasting of any commercial announcements, the sole and exclusive remedy for liability of any kind being limited to STATION furnishing a "make-good", or if not feasible, then a refund of the proportionate amount paid for said missed or incorrectly broadcast commercial announcement.

(5) **NON-DISCRIMINATION.** STATION certifies that its advertising sales agreements do not discriminate on the basis of race or ethnicity and that all such agreements held by STATION contain nondiscrimination clauses.

(6) **STATION'S RIGHT OF REFUSAL.** STATION at all times reserves the right to reject any and all commercial announcements submitted by ADVERTISER or its AGENT, whether due to technical quality, content (except for political advertisements which are broadcast pursuant to the relevant provisions of Title 47 CFR § 73.1941, 73.1942 and 73.1944 of the Federal Communications Commission Rules), for financial reasons if STATION determines, in its sole discretion, that ADVERTISER's or AGENT's ability to pay STATION is impaired, or if station determines, in its sole discretion, that broadcasting of such announcements would be harmful or contrary to the public interest.

(7) **STATION HELD HARMLESS.** ADVERTISER and AGENT, separately and severally, warrant and represent that all music compositions, copy and other materials used in connection with the advertising services provided hereunder do not violate or infringe the copyright, ownership or authorship of any person or entity. ADVERTISER and AGENT further warrant and represent that the content of each commercial announcement is factually correct, is not misleading or deceptive, does not constitute a personal attack on any individual, is in compliance with applicable state and federal statutes, and complies with the rules and regulations of the Federal Trade Commission. ADVERTISER and AGENT agree to hold and save STATION harmless against all liability resulting from the broadcast of the commercial announcements to be purchased hereby and shall indemnify STATION for actual expenditures by it in defending or answering any claim made against STATION resulting from any such broadcast.

(8) **PARTIES TO AGREEMENT.** This order for radio and/or ONLINE MEDIA advertising and the resulting Agreement is between STATION and ADVERTISER on whose behalf the advertising is made, whether placed by AGENT or ADVERTISER. ADVERTISER and AGENT shall be jointly and severally liable for payments to be made if and when this offer is accepted by STATION. STATION may accept payments from AGENT on behalf of ADVERTISER. The acceptance by STATION of payments from AGENT shall not relieve the ADVERTISER of any liability for any amounts unpaid by AGENT. AGENT GUARANTEES PAYMENT AND PERFORMANCE OF ADVERTISER'S OBLIGATION TO PAY STATION. AGENT warrants and represents that it is serving as agent of ADVERTISER and has the authority granted by ADVERTISER to bind ADVERTISER to the terms and conditions of this offer, which, if accepted by STATION, will constitute an AGREEMENT and CONTRACT between STATION and ADVERTISER.

(9) **CONTINUING AGREEMENT AND SEVERABILITY.** The terms and conditions in this offer shall constitute a CONTINUING AGREEMENT for all orders hereafter made for advertising to be broadcast on STATION on behalf of ADVERTISER, including verbal, email and telephone orders hereafter placed by ADVERTISER or AGENT and CONFIRMED by STATION, unless the same are modified or canceled in writing, executed by the ADVERTISER or AGENT on ADVERTISER's behalf and STATION. In the event that any term, condition or provision of this Agreement is held to be invalid, illegal or unenforceable, such holding shall affect that term, condition or provision only, and all other terms, conditions and provisions of this Agreement shall remain in full force and effect and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

(10) **ENTIRE AGREEMENT AND VENUE.** The terms and conditions hereon constitute the entire agreement between ADVERTISER and STATION, and supersede all oral representations, if any, heretofore made by ADVERTISER, AGENT or STATION, or its representatives. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, and the parties agree that any legal action or proceeding arising out of or in connection with this Agreement, or the violation thereof, shall be brought and maintained in the applicable court in the State of Texas with exclusive venue in Smith County, Texas.

(11) **DEFINITIONS AND COUNTERPART COPIES.** Headings are placed in the text of this offer and Agreement for the purpose of convenience. This Agreement may be executed in multiple counterparts, each of which shall be construed to be one in the same document. All CONFIRMATIONS sent by STATION, regardless of the means of transmission, are deemed to incorporate these terms and conditions by reference. The term BROADCAST SCHEDULE shall mean the broadcasting of commercial announcements within specified days and time periods over the air or via the Internet. ONLINE MEDIA shall mean content and advertising that is promulgated via the Internet. A COMMERCIAL ANNOUNCEMENT or ANNOUNCEMENT is a message broadcast on behalf of ADVERTISER. A CONFIRMATION is a written instrument that details the times and days on which ADVERTISER's commercial announcements are scheduled to be broadcast. An INVOICE is a detail of dates and times of broadcast and/or other services provided and constitutes a demand for payment.

(12) **GUARANTEE.** In order to induce STATION to accept orders for advertising placed by ADVERTISER or AGENT, now or in the future, the individual whose signature appears on the reverse side hereof ("guarantor") personally guarantees prompt and complete payment and performance by ADVERTISER and AGENT of all warranties, liabilities and obligations, now or hereafter incurred by ADVERTISER to STATION. STATION may proceed directly against the guarantor if the ADVERTISER or AGENT is in breach or default in any warranty, liability or obligation to STATION according to the terms and conditions outlined hereon.