MANNHEIM STEAMROLLER'S

An American Christmas™

The 20th Anniversary

2025 Broadcast Limited Licensing Agreement

CONFIDENTIAL - THIS IS BARTER AGREEMENT. LICENSEE SHALL NOT EXTRACT OR DELETE ANY COMMERCIAL SPOT FROM THE PROGRAM TO AIR OUTSIDE OF THE PROGRAM.

THIS LICENSE AGREEMENT (the "**Agreement**") is made on:_____________________________ 2025, 2024, (the "**Agreement Date**") by and between:

____ ("**Licensee**") of the Owned and Operated Radio Station
(FCC License Holder)

____ ("**Station**". 8), whose address is

(Call Letters)

____
(Street, City, State, ZIP)

WestStar TalkRadio Network, a wholly owned subsidiary of **WestStar MultiMedia Entertainment, Inc.** ("**Licensor**"), whose address is 6135 North 7th Street, Phoenix, Arizona 85014. Licensee and Licensor are each referred to herein as a "**Party**" and collectively as the "**Parties**." Unless otherwise noted, all references to times of broadcast in this Agreement shall be listed in the fourteen (14) hour, local time format.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the **Parties** agree as follows:

I. USE OF WESTSTAR TALKRADIO NETWORK PRODUCT

a. **License**: Licensor hereby grants to Licensee's Station the limited revokable right to broadcast **An American Christmas**™ (herein the "**Program**") as delivered by Licensor to Licensee, subject to all the terms and conditions contained herein. The Program shall be delivered to stations by means FTP an internet download. Stations will be given a Google Drive address for downloading no later than **Wednesday, December 3rd, 2025.** Licensee shall not be and is not entitled to sell, give, lease, lend, distribute, or otherwise transfer the Program (or any portion or portions thereof) to any other person, company, organization, firm, station, or entity, whether or not affiliated with, or commonly owned by Licensee, except as may be specifically provided herein. This Licensing Agreement is valid only for the dates listed herein. Any past Licensing Agreement(s) for this product or products is hereby rendered null and void. Licensee hereby warrants its understanding that there are severe penalties, both civil and criminal, for any use of this Product or Products, for any propose or reason whatsoever which are outside of, or otherwise violate the dates, terms, conditions and/or the many limitations of this Licensing Agreement.

b. **Ownership**: Licensee shall not have, buy, earn, or in any way, obtain any rights, titles or interest in the Program other than Licensee's limited right to make use of the Program in accordance with the terms and conditions of this Agreement, and in no event is this Agreement intended, nor shall it be construed, to transfer any ownership, rights, or interest in the Program, nor any related elements to Licensee. Licensee shall not assert any claim to any goodwill, reputation, or ownership thereof by virtue of its licensed use herein. Licensee shall not dispute or impugn in any way Licensor's rights in the Program or the right of Licensor or other licensees of Licensor to broadcast the Program.

Any and/or all use of the Program under this Agreement shall inure to the benefit of Licensor and Licensee hereby acknowledges and agrees that to the extent that it may or could obtain any rights whatsoever as a result of its broadcast or use of the Program hereunder it shall immediately assign any such rights that it may have obtained, or believe to have obtained, to Licensor upon Licensor's written request at any time or at the expiration or earlier termination of this Agreement.

II. CONSIDERATION

a. **Payment:** <u>THIS IS BARTER AGREEMENT</u>. <u>LICENSEE SHALL NOT EXTRACT ANY COMMERCIALS FROM THE PROGRAM TO AIR OUTSIDE OF THE PROGRAM.</u> In consideration for the limited rights granted herein, Licensee hereby agrees to broadcast each Long Form Program segment(s) without edits or deletions, especially including all of Licensor's commercials, identifications, and Program promotional announcements contained within the Program, at the time and date and placement within the Program as specified in the License Agreement and as indicated on Licensor's "Program Clock." Licensee agrees to broadcast each of the Program's hours in the proscribed hourly order and only within the proscribed broadcast "window." As noted above, the Program is provided to Licensee through a barter arrangement, whereby Licensor shall retain FIVE (5) minutes of network commercial inventory per hour, which Licensor shall broadcast within the Program. Licensee shall retain the balance of local inventory per hour (a minimum of SIX (6) minutes per hour – NOT including time set aside for newscasts) for each hour of the Program. (See Exhibit A – Hourly Format Clock [Attached herein]).

b. **Rebroadcast**: After the initial 14-hour Long Form Program broadcast, Licensee may re-broadcast any or all of the full hourly segments of the Long Form Program together with all of Licensor's included commercial spot announcements (WHICH SHALL NOT BE EXTRACTED), but only during the broadcast "window." Any and all copies of the Long Form Program which may be in possession of Licensee the by close of business December 31, 2025, shall be destroyed by Licensee and shall not be broadcast ever again or utilized for any other purpose whatsoever.

c. **Proof of Performance**: If requested, Licensee agrees to promptly furnish to Licensor complete and accurate affidavits of performance by Licensee (which Licensor shall supply) setting forth proof of broadcasting for national sponsor commercials contained within the Program. After affidavits shall have been provided to Licensee, Licensee shall submit completed affidavits to Licensor electronically via email. If Licensor fails to make timely delivery of any Program for any reason beyond its reasonable control, such failure shall not be deemed or construed as a breach or a violation of any of the terms and conditions of this Agreement. As long as all of Licensor's commercial spot announcements are broadcast by Licensee's station pursuant to all of the terms and conditions of this Agreement, nothing herein requires Licensee's station to actually broadcast the Program.

III. BROADCAST WINDOW

a. **Long Form Program:** Licensee may broadcast the Long Form Program beginning at 12:00 a. m. local time (midnight), December 24, 2025, through 11:59 p. m. local time, December 25, 2025.

b. **Market Clusters:** In addition to broadcasting the program as specified herein on the Licensee's Primary Station (which is listed herein), Licensee may also broadcast the Program, (but only) within the specified time window on ANY of its other local market stations with transmitters licensed within the specific market (as noted in Paragraph IV. a., infra) of its Primary Station as noted by Licensee on the Signature Page of this Agreement. This "Paragraph III. b." does not necessary include FM "translators," which must be brought to Licensor's immediate attention prior to the execution of this Agreement and settled on a case-by-case basis.

IV. LIMITED MARKET EXCLUSIVITY

a. **Nielsen Rated Markets:** So long as Licensee is not in material default hereunder, this License to broadcast the Program shall be **Market-Exclusive** according to the Licensee's Nielsen Radio Metro Service Area (herein, "MSA"), which is the primary ratings reporting area for local radio. MSA definitions and boundaries generally correspond to the federal government's list of "Metropolitan Areas," **("Exclusive Territory")** subject to exceptions dictated by historical industry usage and other marketing considerations, as determined by Nielsen Audio during the term hereof. In the event of a conflict with Licensee's Exclusive Territory, Licensor shall utilize commercially available reasonable efforts to restrict or otherwise limit the impact caused by another station from operating within the Exclusive Territory. At the time of execution of this License Agreement, Licensee's City of License is listed within the top opening paragraph on Page 1 of this Agreement (city and state). Licensee hereby acknowledges its understating that signals from stations in other radio markets often overlap one another, which is beyond the control of Licensor.

b. **Non-Rated Markets:** In the event that Licensee's station is located and licensed to a broadcast area not included within an officially listed Nielsen MSAs or is in a secondary city within an MSA in markets smaller than Nielsen market size 180, then Licensee has no "Exclusive Territory." However, WestStar shall use its best efforts to not license other stations to broadcast the Program within the Licensee's City of License and shall, if at all possible (in WestStar's sole judgement and discretion), provide a thirty (30) statute mile radius from the Licensee's primary transmitter location as a "buffer" zone.

c. **Transmitter Range:** In consideration of the Paragraphs IV. a. & b., (above), licensee shall not make any technical modifications which shall have the result of substantially changing the station's coverage area in any respect, including but not limited to the implementation of a Translator, Booster, or Synchronous Transmitter Station, (of, if an AM directional station), substantial modification of the station's "pattern" without prior written notification to Licensor. Licensee shall notify Licensor no less than thirty (30) days prior to the effective date of any such modification and, in such case, Licensor may, upon ten (10) days' notice, terminate this Agreement.

V. INTERNET STREAMING

a. Internet streaming is NOT permitted WITHOUT the attached **Internet Streaming Addendum.** When duly executed by both Parties' herein, the **Internet Streaming Addendum** shall and does specifically become incorporated herein, specifically by reference, as if it is reproduced word-for-word herein.

VI. ADDITIONAL TERMS AND CONDITIONS

a. **Commercial Scheduling Broadcast Requirements**: Licensee understands and agrees to schedule and broadcast the specific national commercial inventory that is provided herein and within the Program by Licensor, during the actual time of the Program's broadcast on Licensee's station, without deletions or alterations, and 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 Paragraph VI. a. is made a mandatory and material requirement of this Agreement due to an audio "watermark" which may be embedded within each national commercial (which allows commercial monitoring by outside sources) and provides proof of broadcast performance by local radio stations to national commercial advertisers. Should Licensee broadcast any commercial(s) not provided by Licensor within the Licensor's allotted commercial space, even if the commercial content and copy is identical, that commercial shall be considered as "Not Aired" and Licensee may be subject to schedule make-goods.

b. **Merchandising Rights**: No merchandising rights are granted under this Agreement. Licensee may make no use of the Program's or the name and likeness of the program host, hosts, or co-hosts, or logos which are not specifically authorized herein, without the prior written approval of Licensor. Licensee may, however, promote this program on its station and website.

c. **Program Pre-emptions:** In the case of a major event of great local, regional, or national importance (such as vital breaking news stories, weather alerts, or other emergencies), Licensee's Station may preempt or move the Program as it deems necessary. In such an event, Licensee shall use its best efforts to insure broadcast the Network's scheduled commercial announcements between the hours of 6:00 a. m. and 7:00 p. m. local time. If the Licensee's Station is unable to broadcast the network's commercial spot announcements for any reason, the Station hereby agrees to notify Licensee of such occurrence within seven (7) days of the preemption.

VII. GENERAL PROVISIONS

a. **Force Majeure**: In the event that Licensee and/or its Stations are prevented from making any broadcast hereunder, or Licensor is prevented from making available the Program (or any portion thereof) hereunder to Licensee and its Stations in the manner contemplated by this Agreement due to any act of God; unavoidable accident; epidemic; fire; blackout; act of public enemy; terrorism, war, riot or civil commotion; enactment, rule, order, or act of government or governmental instrumentality or tribunal; strike, lockout or other labor dispute; inclement weather; failure of technical facilities; failure of essential production or technical personnel to appear or be available for production or broadcast; or any other cause of a similar or different nature which is beyond Licensee's and its Station's, or Licensor's control, then any such event shall not constitute a breach of this Agreement and Licensee and its Station's or Licensor may suspend this Agreement during the period of force majeure, applicable only to the portion of the Agreement affected by any such event. In such an event, Licensee shall not be obligated to make any payment to Licensor with respect to any period of any such suspension and Licensor shall not be obligated to make the Product available to Licensee and/or its Stations for broadcast. During the time that Licensor is prevented from making available any programming Product hereunder, Licensee and its affiliates shall be entitled to broadcast, at Licensee's or Station's sole discretion, alternative programming. In no event shall any suspension in programming cause to extend the term of this Agreement.

b. **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, Licensee and Licensor shall 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.

c. **Representations and Warranties**: This Agreement comprises the entire understanding with respect to this subject matter and shall supersede all other prior written or oral agreements. The Parties hereby agree that this Agreement includes no implied obligations and Licensee and its Station(s) acknowledge that it has not relied on any representations not specifically contained herein. No modifications or waiver of any terms herein shall be effective unless in writing and signed by both of the Parties. The waiver by either Party of any breach or default by the other Party may not be construed as a waiver or relinquishment by either Party of any rights granted it under the Agreement, including the right to future performance of any such term and condition.

d. **Indemnification**: Each Party shall indemnify and hold the other Party, its respective stations and related entities, and each of their respective owners, shareholders, officers, directors, agents, employees, representatives, successors, assigns and heirs, harmless from and against any and all claims, debts, demands, obligations, costs and expenses (including, but not limited to outside attorney's fees and disbursements) arising out of, or resulting from, any unauthorized act or omission of the Party, any materials supplied by such Party and any material breach by such Party of any representation, warranty or agreement made by such Party in this Agreement.

e. **Confidentiality**: Licensee hereby agrees not to, either during or after the Term of this Agreement, directly or indirectly disclose, divulge, trade, render, or offer any information concerning the content or negotiations of this Agreement, except as required by process of law.

f. **Documents**: Licensor and Licensee and its stations agree to accept and rely on facsimile and/or e-mail transmitted-signed documents as if they bore original signatures.

g. **Governing Law**: This Agreement and all matters or issues collateral thereto shall be governed by, and construed in accordance with, the laws of the State of Arizona and the United States of America, without regard to conflict of law principals. Any action which is brought by either Licensee, Licensee's Station(s), or Licensor, with respect to this Agreement or the Program shall be brought in the appropriate court located in Phoenix, Maricopa County, Arizona. In the event that Licensor is the prevailing party, Licensee agrees to pay all reasonable and customary expenses Licensor may incur in connection with the defense or enforcement of any of its remedies under this Agreement, including all costs, legal expenses, and reasonable attorneys' fees up through and including any appellate process.

h. **Assignment**: In the event that Licensee is sold, or another party takes control of Licensee's assets, this Agreement may not be assigned without prior written notification to Licensor (which may or may not be accepted, at Licensors' sole option and discretion) and in no event, shall any such assignment relieve Licensor of its obligations under this Agreement.

Licensee's Initials: ________

i. **Headings**: The headings of the paragraphs of this Agreement are for convenience of reference only and in no way define, limit, or affect the scope or substance of any paragraph or part of this Agreement.

j. **Severability**: Any provision of this Agreement which may be prohibited by law or otherwise held invalid or unenforceable shall be ineffective only to the extent of such prohibition which shall remain in full force and effect and shall not invalidate or otherwise render ineffective the remaining provisions of this Agreement.

k. **Acceptance and Execution**: This Agreement is submitted for inspection purposes only and shall not become valid or effective until it has been duly accepted and executed by both Licensee and Licensor. After submission to Licensee, Licensee shall have seven (7) working days to accept and execute this Agreement. After that period, Licensor's submittal expired and becomes null and void and the Product may be marketed to another station in Licensee's market. The individuals executing this Agreement on behalf of Licensee and Licensor hereby represent and warrant that they are legally authorized to execute the License Agreement on behalf of their respective companies' and do so fully intending to be legally bound by this Agreement. Execution of this Agreement shall be made using electronic signature via DocuSign or like service.

l. **Copyrights and Performance Royalties**: All of the contents of **"An American Christmas"** and **"The 12 Days of Christmas"** are protected by many and various copyrights. Licensor hereby affirms ownership of all rights to the narration content of the Products themselves. (Copyright © 2005 – 2026 WestStar MultiMedia Entertainment, Inc.) All of the musical selections used herein are owned by many and various other parties and are protected by the copyrights of their respective owners, composers, publishers, artists and/or authors. WestStar hereby disciplines any rights of ownership to any such copyrighted materials. A copyright notice is included within hour twelve (12) of the Long Form Program and must be broadcast by Licensee at least once during the course of the Long Form Program's broadcast. Licensee is solely responsible for the payment of any and all public performance music licenses or royalty payments which may be required to be paid to any party such as BMI, ASCAP (if applicable), ASCAP, GMS, AMRA, or any like or similar organization asserting copyrights to any material contained within the Programs. Licensor shall provide Licensor with a full listing of all musical selection used within the Program with the exception of certain music sections licensed to WestStar MultiMedia Entertainment, Inc., by MegaTrax© and used by WestStar MultiMedia Entertainment, Inc. pursuant to Licensor's music licensing agreement and shall have no monetary or legal effect or reporting obligations upon Licensor.

m. **Entire Agreement:** This constitutes the entire Agreement and supersedes any and all other agreements made by and between Licensor and Licensee regarding these radio broadcast products. This Agreement may not be modified, renewed or discharged, in whole or in part, except by an agreement in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

Licensor: WestStar TalkRadio Network	**Licensee:**
By: ______________________	By: ______________________
Printed Name: ______________	Print Name: ______________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

(Please provide us with the following information)

**Traffic/Continuity Director Name: ________________________________

**Traffic/Continuity Director's Email: ______________________________

**Traffic/Continuity Dept. Phone #: ________________________________

(Please provide us a listing of any other stations in your market cluster which will broadcast the Program in Licensee's broadcast market)

STATION	FREQUENCY & POWER	TIMES OF BROADCAST
________	__________________	__________________________________
________	__________________	__________________________________
________	__________________	__________________________________
________	__________________	__________________________________

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Corresponding Internet Streaming Agreement follows on next pages.

2025 Limited Streaming Licensing Agreement

CONFIDENTIAL - -THIS IS BARTER AGREEMENT. LICENSEE SHALL NOT EXTRACT OR DELETE ANY COMMERCIAL SPOT FROM THE PROGRAM TO AIR OUTSIDE OF THE PROGRAM.

THIS LIMITED STREAMING ADDENDUM (the "**Addendum**") is made on:________________, 2024 (the "**Commencement Date**") by and between:

____ ("**Licensee**") of the Owned and Operated Radio Station
(FCC License Holder)

__________________ ("**Station**"), whose address is ____
(Call Letters) (Street, City, State)

and

WestStar TalkRadio Network, a wholly owned subsidiary of **WestStar MultiMedia Entertainment, Inc.** ("**Licensor**"), whose address is 6135 North 7th Street, Phoenix, Arizona 85014. Licensee and Licensor are each referred to herein as a "**Party**" and collectively as the "**Parties**."

This Addendum is made in conjunction only with the corresponding Broadcast Licensing Agreement and is provided as a vehicle to specifically permission and a limited license which shall provide for Internet streaming of the program Products licensed in and through the referenced Broadcast Licensing Agreement. This Addendum cannot stand alone and shall be considered null and void unless accompanied by the above referenced Broadcast Licensing Agreement which is incorporated into this Addendum by specific reference.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, agree as follows:

1. The limited rights granted to Licensee under the Agreement are hereby modified and amended to include the non-exclusive right to transmit the Products via streaming live over the Internet, solely through and on Licensee's official individual and singular radio station website (herein, the **"Singular Website"**) and specifically intended for smartphones, tablet or home computers, Amazon Echo or similar devices, together with mobile devices such as iPhones, iPads, or other tablet-like device, Android Devices. Such **Singular Websites** are hereby strictly limited to those specifically approved by Licensor and which shall be comprised of websites that are solely owned and exclusively controlled by Licensee. Said streaming shall only include audio delivery of the Products over the Internet contemporaneously and simultaneously delivered (herein, "**Live Streaming**") with Licensee's over-the-air, terrestrial (AM, FM or HD) broadcast of the Product in real time, that is, at the actual and precisely the same time of the corresponding station's over-the-air broadcast, with playback as the data segments or packets are received, played, and then dissuaded by the client application, as opposed to other "on demand" systems which collect and save for later listening all or any parts of the audio file before playing. Streaming of the Product shall not be separate or apart from Licensee's live simultaneous programming on the Station. Moreover, streaming specifically excludes, forbids, and prohibits making, engineering, tampering with, or in any way arranging for the audio component of the Products to be made available in any downloadable form whatsoever (e.g., "podcasting"), or in any way that the Products can be, recorded, saved, or retained on a recipient's computer or other device. This **Internet Streaming Addendum,** when duly executed by the Parties' hereto, shall and does hereby specifically become incorporated, by reference, into the Limited Broadcast License Agreement which is attached hereto, supra.

2. To the extent not otherwise provided for herein, Licensor grants to Licensee a non-exclusive license to use all names, trademarks, and logos ("**Marks**") related to the Products and used in connection with the advertisement and promotion of Licensee's webcasting and/or streaming the Products over the Internet and via mobile applications. Licensee shall not have any right, title, or interest in the Marks other than its rights to make use of the Marks in accordance with terms of this Amendment. All use of the Marks will inure to the benefit of Licensor and Licensor shall retain the right in its reasonable discretion to object to specific uses of the Marks and, in such an event, Licensee shall promptly cease such objected uses of Marks.

3.

4. Licensor may terminate Licensee's right to transmit the Product via Streaming and its use of Licensor's trademarks and logos at any time upon not less than thirty (30) days prior written notice to Licensee. Licensee shall protect its Streaming against use by client applications not expressly authorized by Licensor. License hereby affirms his/her/they/it's understanding of, and hereby agrees that it shall never charge listeners, in any way whatsoever, to access the Products via Streaming. Licensee further agrees that, UNLESS SPECIFICALLY REQUESTED BY LICENSOR, it shall NOT cover and pre-empt within the Product's Streaming transmissions any of Licensor's national commercials that are broadcast within the Products, until such time as Licensor provides not less than thirty (30) days prior written notice to Licensee asking Licensee to cover and/or pre-empt Licensor's insertion of audio advertisements during the national commercial breaks within the Product's Streaming transmission.

5. Pursuant terms conditions and restriction as listed in Paragraph 1. herein (above), Licensor's hereby grants to Licensee the rights to use, broadcast, and stream via the internet, and any and all commercial spot announcement content contained within the Program Product

6. Upon Licensor's request, Licensee shall make available to the Licensor, for Licensor's advertising and promotional sales efforts, a companion banner to the Streaming player that synchronizes to national spots inserted by Licensor. Such companion banner shall be in one of the Internet Advertising Bureau ("IAB") standard sizes for companion banners.

7. Licensee shall make electronically available to Licensor, not less than monthly, Streaming measurement statistics and analytics, including total listening hours, average active sessions, and AQH, and other available usage statistics reasonably requested by Licensor, as measured by Ando or any other nationally recognized audience analytics statistics entity acceptable to Licensor. Licensee shall also make electronically available to Licensor, not less than monthly, Website display measurement statistics and analytics, including Website traffic, page views, unique visitors, and other available usage statistics reasonably requested by Licensor, as measured by Licensee and a nationally recognized third-party measurement service such as Nielsen Online or comScore, Inc.

8. Licensee shall be solely responsible for the processing, procuring, and maintaining all necessary statutory, blanket, or other copyright licenses for the use of sound recordings and underlying musical works which may be utilized in the Product including, without limitation, payment of any public performance music licenses or royalty payments which may be required to be paid to any party such as BMI, ASCAP, or any like organization on account of the broadcast of any music contained in the Product. In addition to all other indemnification obligations contained in the Agreement, Licensee shall indemnify, hold harmless and defend Licensor with respect to any fees charged to, or actions taken against, Licensor for failure by Licensee to cover and preempt such Licensor commercials and/or music licenses. In addition to all other indemnification obligations contained in the Agreement, Licensee shall indemnify, hold harmless and defend Licensor with respect to any fees charged to, or actions taken against, Licensor for failure by Licensee to cover and preempt such Licensor commercials.

9. Except as provided in this Addendum shall remain unchanged and in full force and effect. Capitalized terms used herein and not otherwise defined herein shall have the same meanings ascribed to them in the Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

Licensor: WestStar TalkRadio Network	**Licensee:**
By: ______________________________	By: ______________________________
Print Name: _______________________	Print Name: _______________________
Title: ____________________________	Title: ____________________________
Date: ____________________________	Date: ____________________________

Licensee's Initials: ________

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Licensee's Initials: _________