ARB
10/1/13 - 9/30/16

Master Advertising Agency/Advertiser License Agreement for Arbitron Diary and PPM™ Data and Audience Estimates

Date of Proposal: 07/02/2013

THIS MASTER AGREEMENT (the "Agreement") is between Arbitron Inc., a Delaware corporation ("Licensor"), and the undersigned ("Licensee"). Licensor hereby grants to Licensee a personal, nontransferable, nonexclusive and limited license or, in case of certain software programs licensed to Licensor, a sublicense to receive and use in the United States of America the Arbitron PPM and/or diary analog radio audience estimates (collectively "Data") contained in Licensor's reports for surveys designated on Agreement Attachments for geographic area(s) ("Market(s)") provided hereunder ("Reports") and/or the computer software programs ("Systems") designated on Agreement Attachments, collectively such Data and/or Reports and/or Systems to be referred to as "Services." Such Services shall be designated on the Agreement Attachments, which Attachments are hereby incorporated by reference as if fully set forth herein. It is further agreed by the parties hereto that this license and Agreement shall be effective and applicable to any Services that are later licensed by Licensee pursuant to Sections 12(e)&(f) of this Agreement and/or pursuant to any additional Agreement Attachment executed by the parties hereto. Licensor may furnish such Services to Licensee in printed, electronic or other form, at Licensor's option, either directly or through authorized third parties, but title thereto shall remain with Licensor at all times.

For the avoidance of doubt, the foregoing license grant shall not apply to data, other than analog radio data, to include, but not limited to, HD channels, digital sub-channels, and Internet streaming, or any national PPM radio data set and/or cross-platform PPM data set. Any rights not expressly licensed under this Agreement are reserved by Licensor. The separate prior written consent of Licensor, shall be required in order to use or process in any way the Data provided hereunder with data or software from any other source or with any other Licensor estimates and/or data, to include without limitation, to fuse, integrate, segment, profile, mix model, combine, cross tabulate, index, or model such, or to export the Data or facilitate the export of the Data into software systems other than those licensed by Licensee under this Agreement.

1. Term: This Agreement will become effective when countersigned by Licensor's Contract Manager. The Term of this license and Agreement shall begin on 10/01/2013 and run concurrently with each Agreement Attachment executed by the parties hereto until the expiration date set forth on such Agreement Attachment or until 09/30/2016 whichever date occurs first. The Term for each Service provided is set forth in each such Agreement Attachment.

2. Service Provided: During the Term specified in each Agreement Attachment, Licensor will provide to Licensee the Services referenced therein or which are later licensed by Licensee pursuant to Section 12(e). The attached Diary Market List and/or PPM Market List shall specify the geographic area(s) ("Market(s)") for which Services are to be provided. All Services licensed hereunder shall be delivered to and/or accessed from Licensee's address as stated on the Agreement Attachment, unless notice of an address change is given to Licensor in writing as provided in Section 12(b) herein.

3. License Charges:

(a) **Basic License Charges; When Due and Payable:** During each Term Year, Licensee agrees to pay Licensor the then-current applicable License Charges at the rate and at such times as specified in each Agreement Attachment. Payment shall be due and payable no later than thirty (30) days after the date of invoice.

(b) **Late Payment and Right to Suspend Report Delivery or Terminate License:** A late payment charge of one and one-half percent (1.5%) per month will be charged on all License Charges not paid within thirty (30) days after due hereunder, but in no event will the applicable per-month late payment charge exceed one-twelfth (1/12) of the maximum annual percentage allowed to be charged by applicable state usury law. Any failure to impose a late payment charge shall not prejudice Licensor's right to do so should the payment not be forthcoming, or should a subsequent payment not be made when due. In addition, Licensor may, without terminating, breaching or committing a default under this Agreement: (i) accelerate or modify in any way the payment schedule of the License Charges for the duration of this Agreement to a number of installments to be determined by Licensor in its discretion; and/or (ii) suspend delivery to Licensee of any or all Services, in any form, which are due under this Agreement until such time as Licensee is current in its payments of all sums due; and/or (iii) send Licensee written notice that Licensee's license hereunder is suspended, in which case Licensee further expressly agrees that it thereafter shall not use Services previously received by Licensee until such time as Licensee becomes current in its payments of all sums due. Licensor's suspension hereunder of delivery of Services to Licensee, or of this license, shall not relieve Licensee of any of its obligations hereunder. Acceleration or other modification of the payment schedule by Licensor under this provision shall not be deemed or considered a penalty but rather represents a good faith effort to quantify at the time of execution of the Agreement the harm that would be sustained by Licensor in the event Licensee defaults on its payment obligations under this Agreement. Licensee further agrees to reimburse Licensor for all collection costs and expenses (including reasonable attorneys' fees). This license may be terminated by Licensor immediately should Licensee default in payment of any sum due or should Licensee default in any other condition or obligation of this Agreement or Agreement Attachment.

4. Taxes: In addition to and together with the above payments, Licensee shall pay to Licensor any sales, excise, gross-receipts, service, use or other taxes, however designated, now or hereafter imposed upon or required to be collected by Licensor by any authority having jurisdiction over the Market(s) being surveyed or over any location to which Licensee directs Licensor to deliver Services, or by any other taxing jurisdiction.

5. Assignments, Changes in Licensee Status and License Charges Adjustment:

(a) Licensee may not assign either its rights or obligations under this Agreement without the prior written consent of Licensor. Subject to Licensor's consent, a successor-in-interest by merger, operation of law, assignment, purchase or otherwise of the entire business of Licensee shall acquire all rights and be subject to all obligations of licensee hereunder. Licensor shall be entitled to assign any of its rights or obligations under this Agreement, including the License Charges payable hereunder.

(b) Licensee agrees that if a change in its business occurs as a result of merger, purchase, expansion or otherwise, it will report to Licensor the date and the nature of the change within thirty (30) days of such change, and supply any supporting material which Licensor, in its discretion, may require. In such event, this Agreement shall continue and Licensor may redetermine the License Charges due by Licensee hereunder. However, Licensee's failure or refusal to timely provide such notice and/or supporting material shall not impair Licensor's right to redetermine Licensee's Charges for all Services licensed hereunder based on its independent assessment.

6. Confidentiality of Services and Permitted Uses: At all times during the Term of this Agreement and thereafter, Licensee agrees to keep the Services confidential and not to disclose the Services except as permitted by this Agreement. If ordering Data and/or Reports, Licensee agrees to use the Data and Report(s) solely for the purpose of placing analog radio media advertising time and expressly not as a seller of media advertising time. Licensee agrees to use its best efforts

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to prevent the unauthorized disclosure of any of the Services by Licensee's employees and agents, by its own advertisers, prospective advertisers and their own advertising agencies and buying services, by data processing firms used by Licensee, and by any and all other persons who obtain the Services from Licensee or its employees or agents.

FOR LICENSEE TO DIVULGE AND/OR TO LEND AND/OR TO GIVE ANY OF THE SERVICES INCLUDING ANY DATA OR THE CONTENTS OF ANY REPORT(S) OR SYSTEMS, OR TO DIVULGE OR TO LEND AND/OR TO GIVE AN ORIGINAL COPY OR A REPRODUCTION OF ANY PART OF ANY OF THE SERVICES INCLUDING ANY REPORT OR ANY INFORMATION OR DATA OBTAINED FROM THE REPORT TO ANY ENTITY NOT AUTHORIZED BY THIS AGREEMENT CONSTITUTES A BREACH OF THIS AGREEMENT AND AN INFRINGEMENT OF LICENSOR'S AND ITS THIRD PARTY LICENSOR(S)'S COPYRIGHT.

All disclosures shall identify the Data (the Arbitron PPM Data shall be identified as "PPM™ Data") and shall identify Licensor by name as the source of the disclosed Service and, if applicable, should identify the Market, survey period and kind of audience estimate or other data, and shall state that the Data or Report(s) quoted therein or Services used are copyrighted by the named Licensor and are subject to all limitations and qualifications disclosed by Licensor (Sourcing).**

Nothing herein shall limit Licensor's right to damages and/or to any and all other remedies that may be available to Licensor at law, in equity, or under this Agreement for any breach of this Agreement.

Unless otherwise provided by this Agreement or an Agreement Attachment, in the event a Report licensed hereunder for a particular Market is delivered after the expiration of the Term of this Agreement, Licensee's license to use that Report shall continue pursuant to the terms and conditions of this Agreement until the earlier of: (i) the release of the next Report for that particular Market or (ii) six (6) months after release of the Report.

If ordering Arbitron Data and/or Reports under this Agreement, Licensee may authorize a third party to produce software applications to process such Data and/or Reports licensed hereunder on Licensee's behalf, provided: a) that said third party is a current Licensor licensee in good standing who is authorized to process Data and/or Reports; and b) that all restrictions on the use of the Data and/or Reports provided under this Agreement shall apply with full force and effect to any data, estimates, reports or other output, in any form, containing or derived from the Data and/or Reports, produced by said third party for Licensee.

Licensee expressly acknowledges that all logos, trade names, trademarks or service marks and other such intellectual property, are the sole and exclusive property protected under various intellectual property laws, including but not limited to federal and state copyright laws of Licensor, and, where indicated, of other entities. Licensee agrees it shall not use any such intellectual property without the proper written consent of its owner.

Licensor expressly does not grant hereunder a license to publish or post any Data or Reports on any location on the Internet, World Wide Web or any other global communications network and Licensor expressly does not grant hereunder a license to combine, cross tabulate, index, model or in any way use the Data or Reports provided hereunder with data or software programs provided from any other source or with any other Arbitron data without Licensor's separate prior written consent.

Licensee understands that due to considerations of practicality and convenience, the media that contain the Data provided hereunder may contain Arbitron estimates and/or data in addition to the Data and Reports licensed hereunder. Licensee understands and agrees that it shall not in any manner, use, publish, copy or otherwise reproduce any such unlicensed Arbitron estimates and/or data provided by Licensor; nor shall Licensee disclose any such unlicensed Arbitron estimates and/or data to any of its employees, agents or to any third parties.

** *Licensee should refer to the current regulations and guidelines of the federal government for further requirements concerning the manner of quoting audience estimates.*

7. Confidentiality of Survey Participants: Licensee agrees that it will not try either before, during or after a survey, or in connection with any litigation, to determine or discover the identity or location of any Licensor survey participants. Licensee will under no circumstances directly or indirectly attempt to contact any such persons. Licensee agrees to promptly report to Licensor any evidence or indication that has come to Licensee's attention regarding the identity or location of any such persons and shall cooperate in good faith with any investigation related thereto. Licensee agrees to abide by Minimum Standard A9 (or any successor provision concerning confidentiality of survey participant) of the Media Rating Council and shall abide by any determination of the Media Rating Council concerning survey participant confidentiality. Licensee further agrees that Licensor may enjoin any breach of the above-stated obligations and shall have the right to damages or other remedies (including costs, expenses and reasonable attorneys' fees) available to it at law or hereunder.

8. Changes in Services; Rate Change:

(a) Licensor reserves the right to change at any time the geographical territory comprising any Market(s), its policies and procedures, its survey dates, survey length, survey frequency, sampling procedures, delivery schedules, methodology, method of Data or Report collection or delivery, provision of printed or electronic copies of Reports, Report content, Report titles, Report formats, or any other aspect of the Data and Reports or other Services provided hereunder and to cancel surveys and the preparation of Data, Reports and/or Systems or any other aspect of the Services provided. Licensor reserves the right not to publish any Data or Reports whenever, in its judgment, insufficient data are available to meet its minimum research standards or any event has jeopardized the reliability of the data. Licensor may, at any time during the Term of this Agreement, reduce the number of surveys conducted and/or Reports published for any Market and consequently reduce the number of Reports provided to Licensee and that in the event such reduction occurs, Licensee is not relieved of any of its obligations under this Agreement. In the event that any cause(s) prevents Licensor from conducting any survey in accordance with its methodology, schedules or other publications, Licensor reserves the right to publish abbreviated Reports. Licensee hereby consents to publication of such abbreviated Report(s) under such circumstances. Licensor reserves the right in its sole discretion to augment available data by means of expanded or extended samples. In addition, Licensor reserves the right from time to time to change, amend, enlarge or enhance the Systems, including the delivery mode, licensed hereunder and/or the analyses and reports that can be prepared with the Systems, in any manner from that which was initially delivered hereunder.

(b) Licensor may increase the License Charges hereunder at any time. In the event of such an increase for a reason other than as permitted elsewhere in this Agreement, Licensor shall give prior written notification to Licensee. Within the thirty (30) day period following such notice, Licensee may cancel the unexpired Term of this Agreement for only the services and markets for which Licensor has increased its License charges pursuant to such notice, by written notice pursuant to Section 12(b), without cancellation charge or other cost, effective on the date the increase would have become effective. In the absence of such timely cancellation, this Agreement shall continue and the new License Charges shall become payable in the month stated in Licensor's notice and thereafter.

9. Methodology: LICENSOR MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS, NON-INFRINGEMENT OR TITLE CONCERNING THE SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO:

(A) DATA GATHERED OR OBTAINED BY LICENSOR FROM ANY SOURCE;

(B) THE PRESENT OR FUTURE METHODOLOGY EMPLOYED BY LICENSOR IN PRODUCING DATA AND/OR REPORT(S) AND/OR SERVICES; OR

(C) THE DATA AND/OR REPORT(S) AND/OR SERVICES LICENSED HEREUNDER.

ALL DATA, REPORT(S) AND/OR SERVICES REPRESENT ONLY THE

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OPINION OF LICENSOR AND RELIANCE THEREON AND USE THEREOF BY LICENSEE IS AT LICENSEE'S OWN RISK. THE PPM RATINGS ARE BASED ON AUDIENCE ESTIMATES AND ARE THE OPINION OF ARBITRON AND SHOULD NOT BE RELIED ON FOR PRECISE ACCURACY OR PRECISE REPRESENTATIVENESS OF A DEMOGRAPHIC OR RADIO MARKET.

THE SYSTEMS PROVIDED HEREUNDER ARE PROVIDED TO LICENSEE "AS IS – WHERE IS" AND RELIANCE THEREON AND USE THEREOF BY LICENSEE IS AT LICENSEE'S OWN RISK.

IN NO EVENT SHALL LICENSOR BE LIABLE FOR THE FAILURE OF ANY THIRD PARTY TO PROVIDE ANY DATA OR SERVICES IN CONNECTION WITH THE DATA, REPORTS, SYSTEMS AND/OR SERVICES LICENSED HEREUNDER.

10. Liabilities and Limitations of Remedies: THE SOLE AND EXCLUSIVE REMEDY, AT LAW OR IN EQUITY, FOR LICENSOR'S AND/OR ANY THIRD PARTY DATA AND/OR SERVICE PROVIDER'S BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS, NON-INFRINGEMENT OR TITLE AND THE SOLE AND EXCLUSIVE REMEDY FOR LICENSOR'S AND/OR ANY THIRD PARTY DATA AND/OR SERVICE PROVIDER'S LIABILITY OF ANY KIND, INCLUDING WITHOUT LIMITATION LIABILITY FOR NEGLIGENCE OR DELAY WITH RESPECT TO THE DATA AND/OR REPORT(S) AND/OR SYSTEMS AND/OR ALL PERFORMANCE PURSUANT TO THIS AGREEMENT, SHALL BE LIMITED TO EITHER THE CREDITING TO LICENSEE OF A LIQUIDATED SUM IN THE AMOUNT OF, AT THE MAXIMUM AMOUNT, TWO THOUSAND DOLLARS ($2,000) FOR ANY CLAIM CONNECTED WITH THE DATA AND/OR REPORTS OR A REPLACEMENT OF THE DEFECTIVE ITEM FOR ANY CLAIM CONNECTED WITH THE SYSTEMS. IN NO EVENT SHALL LICENSOR AND/OR ANY THIRD PARTY DATA AND/OR SERVICE PROVIDER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL THEY BE SUBJECT TO INJUNCTIVE RELIEF WITH RESPECT TO THE PUBLICATION OF ANY DATA OR REPORT AND/OR ANY SYSTEM. LICENSEE UNDERSTANDS THAT THE SERVICES EITHER WOULD NOT BE PREPARED OR WOULD BE AVAILABLE ONLY AT A SUBSTANTIALLY INCREASED LICENSE CHARGE WERE IT NOT FOR THE LIMITATIONS OF LIABILITIES AND REMEDIES AS SET FORTH IN THIS SECTION.

Licensee agrees that it will notify Licensor in writing of any alleged defect in any Data or Report or other Service within thirty (30) days after Licensee learns of said alleged defect. In the event that Licensee does not timely notify Licensor, then Licensee waives all rights with regard to the alleged defect. Licensee further agrees that any action to be brought by it concerning any Data or Report or other Service shall be brought not more than one (1) year after such Data or Report or other Service was originally published by Licensor.

In the event that either party commences litigation against the other party and fails to ultimately prevail on the merits of such litigation, the commencing party shall reimburse and indemnify the other party from any and all costs and expenses incurred with respect to such litigation, including reasonable attorneys' fees; provided, however, that this sentence shall not apply where Licensor commences litigation pursuant to Sections 3(b), 6 and 7 of this Agreement. This provision shall survive the termination of this Agreement.

11. Other Arbitron Services: If, during the Term of this Agreement, Licensee orders any Licensor applications software or any other Licensor service not licensed through any other Licensor agreement, Licensee hereby agrees that this Agreement shall be applicable with respect to all such services with the same force and effect as if printed out at length in a separate agreement executed by Licensee.

12. General:

(a) **Severability:** A question regarding the legality, enforceability or validity of any Section or part hereof shall not affect any other Section, and if any Section or part thereof is determined illegal, invalid, unconstitutional or unenforceable, that Section or part hereof shall be severed from this Agreement and the balance of this Agreement shall thereafter remain in full force and effect for the remainder of the Term.

(b) **Notices:** All notices to either party shall be in writing and shall be directed to the address stated at the end of this Agreement unless written notice of an address change has been provided. Any notices or other communications so addressed shall be deemed duly served if mailed postage prepaid by certified mail or overnight courier service.

(c) **Governing Law:** This Agreement shall be deemed to be an agreement made under, and to be construed and governed by, the laws of the State of New York, exclusive of its choice of law rules. The parties expressly agree that any and all disputes arising out of or concerning this Agreement or the Arbitron Data and/or Reports and/or Systems or other services licensed hereunder shall be litigated and adjudicated exclusively in state and/or federal courts located in either the State of Maryland or the State of New York, at Licensor's option, and each party consents to and submits to both such jurisdictions.

(d) **Entire Agreement; Modifications:** This Agreement, together with the Diary Market List, PPM Market List and any Agreement Attachments, constitutes the entire agreement between the parties concerning the subject matter hereof, notwithstanding any previous discussions and understandings, and shall not be deemed to have been modified in whole or in part except by written instruments signed hereafter by officers of the parties or other persons to whom the parties have delegated such authority.

(e) **Diary Data Change Orders:** During the Term of this Agreement, prior to each survey release (Winter, Spring, Summer, Fall) Licensee may elect to add or change the Markets initially designated on the attached Diary Market List provided that Licensee gives Licensor prior written notice at least thirty (30) days prior to shipment of the survey release for the Markets initially designated on the attached Diary Market List. In no event shall Licensee reduce the total number of Markets licensed pursuant to this Agreement below the total number of Markets set forth in the Diary Market List attached hereto. The attached Diary Market List will remain in effect until such time as timely written notice of change has been received by Licensor. Licensee agrees to pay the then current per-Market rate(s) in accordance with the payment terms mentioned in Section 3 of this Agreement for any Markets initially ordered in excess of the number of Markets licensed hereunder. Licensee further agrees that all other terms and conditions of this Agreement shall apply to any Diary Market change order.

(f) **Arbitron PPM Data Change Orders:** During the Term of this Agreement, prior to each PPM quarterly survey release Licensee may elect to add or change the Markets initially designated on the attached PPM Market List provided that Licensee gives Licensor prior written notice at least thirty (30) days prior to shipment of the quarterly survey release for the Markets initially designated on the attached PPM Market List. In no event shall Licensee reduce the total number of Markets licensed pursuant to this Agreement below the total number of Markets set forth in the PPM Market List attached hereto. The attached PPM Market List will remain in effect until such timely written notice of change has been received by Licensor. Licensee agrees to pay the then current per-Market rate(s) in accordance with the payment terms mentioned in Section 3 of this Agreement for any Markets initially ordered in excess of the number of Markets licensed hereunder. Licensee further agrees that all other terms and conditions of this Agreement shall apply to any PPM Market change order.

(g) **Mode of Use:** Where use of a computer is necessary to access, receive and use any Service licensed under this Agreement, Licensee will obtain, from a vendor of its choice, computer equipment and an operating system conforming to the minimum specifications. Licensee acknowledges that if such conforming equipment and systems are not obtained, the Service may not operate properly.

(h) **Interruptions:** Licensee agrees that Licensor is not responsible for computer, Internet and/or telephonic communications interrupted by any Service failure, telephonic disruptions, weather, acts of God, force majeure or acts of third persons not connected with or controlled by Licensor; nor for any additional expenses incurred by Licensee for subsequent and/or additional computer runs necessitated by such disruptions or interruptions.

(i) **Authority to Enter Into Agreement:** Licensee warrants to Licensor that Licensee is a(n) Agency, that it will receive and use the Services licensed hereunder solely and

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exclusively in its legal capacity as such, and that it has full right, power and authority to enter into this Agreement and to carry out its obligations hereunder.

(j) Licensor may terminate this Agreement on written notice to Licensee, effective immediately, in the event that, for any reason, the Services contemplated hereunder are not produced by Licensor or if Licensor ceases to produce such Services, without penalty and without liability of any kind to Licensee and/or to third party beneficiaries, if any. In the event of a termination by Licensor as provided in this paragraph, Licensee shall receive a pro-rata refund of any License Charges paid and for which the corresponding Services were not delivered.

(k) In addition to its rights of termination stated elsewhere in this Agreement, Licensor may, for any reason, terminate this License Agreement for any or all markets in which the services are provided hereunder on thirty (30) days' written notice to Licensee. Licensee agrees that this Agreement shall continue for the markets and services not affected by such notice.

(l) The provisions governing payment of taxes, confidentiality of Services, limitation of liabilities, applicable law, waiver of jury trial, non-disparagement and confidentiality of respondents shall survive the termination of this Agreement.

(m) The failure of Licensor to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provisions unless evidenced by an instrument in writing duly executed by Licensor.

(n) **Waiver of Jury Trial:** EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUES, DEMANDS, ACTIONS, CAUSES OF ACTION, CONTROVERSIES, CLAIMS OR DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

(o) Licensee hereby expressly consents to: (i) Licensor sending to Licensee information advertising the various services that Licensor provides, whether or not such services are provided under this Agreement, via electronic messaging to include, but not limited to, e-mail, facsimile and text messages, and (ii) use of Licensee's name, call letters and/or logos in Licensor customer lists, promotional materials and/or press releases.

(p) In the event that a joint venture is formed between Licensor and another entity for the collection of Arbitron PPM Data, some of the services connected with this Agreement may be performed by such joint venture and Licensee hereby agrees to accept the Services provided hereunder.

(q) Licensee, its agents, employees, and affiliates hereby agree that they shall not: (i) make any oral, written or electronic statements or otherwise engage in any act that is intended or may reasonably be expected to harm the reputation, business, prospects, or operations of Arbitron or any of its officers, directors, stockholders, agents, affiliates, or employees, and/or (ii) disseminate any false information, whether spoken, written, or conveyed electronically, that is intended to disparage, humiliate and/or embarrass Arbitron, or otherwise reflect negatively on Arbitron, or cause Arbitron to be held in disrepute.

(r) Upon expiration of the license and/or this Agreement, Licensee expressly agrees to: (i) discontinue any use of and completely de-install and remove any Services such as software, data, reports, print-outs, publications, advertising materials, or the like, from all equipment and their premises including but not limited to computers, laptops, servers, websites, and/or electronic devices, used or controlled by Licensee and/or its employees, agents, or affiliates., and (ii) destroy all items (physical or electronic) related to the Services including but not limited to software, electronic or physical data sets, and/or electronic or physical reports whether located at its office or at another location. Licensee shall certify such destruction, discontinued use, and/or de-installation has occurred to Licensor in writing.

(s) **SQAD Inc.** ("SQAD") is a third party processor providing data which is incorporated within the Services. Licensee is not required to have a license with SQAD, however, the level of Licensee's access to SQAD data in the Services is directly dependent upon whether or not Licensee has a separate license agreement with SQAD. By the signature of its authorized representative below, Licensee declares that it ☐ is/ ☐ is not a subscriber to SQAD data and the foregoing is true and accurate as of the date hereof. If Licensee has declared that it is a subscriber to SQAD data, it affirms that it has entered into a written agreement with SQAD for SQAD data and expressly authorizes Arbitron to contact SQAD on Licensee's behalf, disclose Licensee's relationship with Arbitron hereunder and obtain confirmation of Licensee's SQAD license. Arbitron will contact SQAD from time to time for clearance purposes during the term. In the event that SQAD does not confirm Licensee's status, Licensee shall not receive access to the SQAD data in the Services. Licensee acknowledges that Arbitron is entitled to rely upon the representations of both Licensee and SQAD when determining whether to grant Licensee access to the SQAD data. Licensee hereby agrees to hold Arbitron harmless for any and all damages which may result from SQAD's delay in authorizing Licensee's access or from Arbitron's use of or reliance upon any information provided by SQAD or Licensee. This waiver includes, but is not limited to, all injury and all business or economic loss incurred in connection with Licensee's access or lack of access to the SQAD data.

AGREED TO:

EXL Media Corp
LICENSEE

803 Tahoe Blvd, Suite 7
ADDRESS

Incline Village NV 89451
CITY STATE ZIP

BY (AUTHORIZED SIGNATURE)

Lisa Baggio
NAME (TYPE OR PRINT NAME OF PERSON SIGNING ABOVE)

Buyer 9/6/13
TITLE DATE

ACCEPTED BY:

CONTRACT MANAGER

9/26/13
DATE

Arbitron Inc.
9705 Patuxent Woods Drive
Columbia, Maryland 21046-1572

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Attachment to Master Advertising Agency/Advertiser License Agreement for Arbitron Diary and PPM™ Data and Estimates

Date of Proposal: 07/02/2013

This is an Attachment to the Master Advertising Agency/Advertiser License Agreement for Arbitron Diary and PPM™ Data and Estimates (the "Master License Agreement") dated 07/02/2013 between Arbitron Inc., a Delaware corporation ("Licensor") and EXL Media Corp ("Licensee"), and is for the term and Services specified below. The license granted for the Services specified herein is expressly subject to the Master License Agreement, and any terms and conditions stated below, or on the next page hereof. Licensee agrees to license the following Services from Licensor and to pay License Charges as set forth herein.

Annual Radio and/or Broadcast Billing Volume: _____

For use only by: EXL Media Corp

Access Manager: Lisa Baggio & Jackie McCay

Ship to Address(es): 803 Tahoe Blvd, Suite 7

Incline Village, NV 89451

Bill to Contact: Wendy Hummer

Bill to Address: same

FULL SERVICE – RADIO DATA SERVICES ORDERED

Data Licensed	Contract Level	New, Renew, Replacement	License Start/ End Dates	Annual Rate Yr 1	Annual Rate Yr 2	Annual Rate Yr 3	Annual Rate Yr 4	Annual Rate Yr 5
Summary Level Radio Data				$	$	$	$	$
☐ Clearance access included; Processor(s) is/are:								
Respondent Level Radio Data				$	$	$	$	$
Radio Extra Site				$	$	$	$	$
Radio Data Possession				$	$	$	$	$
Meter/Diary DMA SDS				$	$	$	$	$
Meter/Diary DMA RLD				$	$	$	$	$
Other:				$	$	$	$	$
Other:				$	$	$	$	$

PPM DATA SERVICES ORDERED

Data Licensed	Contract Level	New, Renew, Replacement	License Start/ End Dates	Annual Rate Yr 1	Annual Rate Yr 2	Annual Rate Yr 3	Annual Rate Yr 4	Annual Rate Yr 5
Arbitron PPM™ Data	5 markets	Renewal	10/01/13-9/30/16	$ 11,400	$ 11,856	$ 12,330	$	$
☒ Clearance access included; Processor(s) is/are: SmartPlus								
PPM™ RLD				$	$	$	$	$
PPM™ Extra Site Clearance Access				$	$	$	$	$
PPM™ Ethnic Data: ☐ Hispanic				$	$	$	$	$
☐ Black				$	$	$	$	$
Meter/Diary CSAR SDS				$	$	$	$	$
Meter/Diary CSAR RLD				$	$	$	$	$
Meter/Diary DMA SDS				$	$	$	$	$
Meter/Diary DMA RLD				$	$	$	$	$
Other:				$	$	$	$	$

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DIARY DATA SERVICES ORDERED

Data Licensed	Contract Level	New, Renew, Replacement	License Start/ End Dates	Annual Rate Yr 1	Annual Rate Yr 2	Annual Rate Yr 3	Annual Rate Yr 4	Annual Rate Yr 5
Radio Data	1 market	Renewal	10/01/13-9/30/16	$943	$981	$1,020	$	$
☒ Clearance access included; Processor(s) is/are: SmartPlus								
Extra Site RMR				$	$	$	$	$
RMR Extra Site Clearance Access				$	$	$	$	$
RMR Ethnic Data: ☐ Hispanic ☐ Black				$ $	$ $	$ $	$ $	$ $
Respondent-Level				$	$	$	$	$
CD Possession (requires separate				$	$	$	$	$
County Coverage				$	$	$	$	$
RetailDirect®				$	$	$	$	$
Indirect Reports				$	$	$	$	$
NRD Data				$	$	$	$	$
Other:				$	$	$	$	$

SOFTWARE SERVICES ORDERED

Software Licensed	Contract Level	New, Renew, Replacement	License Start/ End Dates	Annual Rate Yr 1	Annual Rate Yr 2	Annual Rate Yr 3	Annual Rate Yr 4	Annual Rate Yr 5
PPM Analysis Tool℠				$	$	$	$	$
TAPSCAN™				$	$	$	$	$
Tapscan Systems Includes: ☐ TAPSCAN™ ☐ TAPSCAN™ + Web ☐ TAPSCAN™ + Web-NRD ☐ TVSCAN® ☐ MEDIAMASTER℠ ☐ QUALITAP℠ ☐ PRINTSCAN℠ ☐ ScheduleIt℠ ☐ TAPSCAN™ Qualitative								
MRP/SmartPlus®				$	$	$	$	$
MRP Services Includes: ☐ SmartPlus® ☐ PrintPlus® ☐ MediaMix ☐ MarketMate-TV ☐ MarketMate-Radio ☐ NEWScope ☐ Brandfx® ☐ Local Rollup								
Custom Coverage℠				$	$	$	$	$
Media Professional℠				$	$	$	$	$
Extra Sites				$	$	$	$	$
Other:				$	$	$	$	$
Other:				$	$	$	$	$
Other:				$	$	$	$	$

Data Delivery: ☐ Arbitron Portal/Downloader ☐ ADE ☐ Tapmedia®

Software Delivery: ☐ Arbitron Portal/Downloader ☐ Tapmedia® ☐ Other: _____

Ship by overnight @ $14/each: ☐ At end of survey ☐ Daily

***Note**: Specific market selections to be provided on the Market Lists.*

TRAINING/CONSULTING:

Total Training/Consulting Days: _____ @ $_____ / day or _____ @ $_____/half day = $ _____ + Out-of-Pocket Expenses for Travel, Hotel and Meals or $ _____

Initials here

BILLING OPTIONS

Billing Options	Billing Dates	First Invoice Due	Service Ordered	Surveys/Releases Included (First/Last)
☐ *Annually* ☐ *Monthly* ☒ *Quarterly*	Quarterly	upon receipt	PPM - 5 mkts	10/1/13 -9/30/16
☐ *Annually* ☐ *Monthly* ☒ *Quarterly*	Quarterly	upon receipt	RMR - 1 mkt (Reno)	10/1/13 -9/30/16
☐ *Annually* ☐ *Monthly* ☐ *Quarterly*				
☐ *Annually* ☐ *Monthly* ☐ *Quarterly*				
☐ *Annually* ☐ *Monthly* ☐ *Quarterly*				
☐ *Annually* ☐ *Monthly* ☐ *Quarterly*				
☐ *Annually* ☐ *Monthly* ☐ *Quarterly*				
☐ *Annually* ☐ *Monthly* ☐ *Quarterly*				

See Page 8 for Terms & Conditions, Signatures.

Terms and Conditions

Any use of a System that processes Arbitron Data and/or Reports requires a valid license for such Data and/or Reports.

Incorporation of Master License Agreement:

(a) All terms and conditions of the Master License Agreement are hereby incorporated herein by reference with the same force and effect as if printed at length herein and are applicable to any Service(s) provided hereunder.

(b) In order to receive a license to and access to any Service, Licensee must be licensed pursuant to the Master License Agreement.

In the event the Master License Agreement terminates, expires or becomes suspended for any reason, this Agreement and License(s) shall terminate, expire or become suspended concurrently therewith.

Mode of Use:

Where use of a computer is necessary to access, receive and use any Services licensed under this Agreement, Licensee will obtain, from a vendor of its choice, computer equipment and an operating system conforming to the minimum specifications. Licensee acknowledges that if such conforming equipment and systems are not obtained, the Services may not operate properly.

Interruptions:

Licensee agrees that Licensor is not responsible for computer, Internet and/or telephonic communications interrupted by any Services system failure, telephonic disruptions, weather, acts of God, force majeure or acts of third persons not connected with or controlled by Licensor; nor for any additional expenses incurred by Licensee for subsequent and/or additional computer runs necessitated by such disruptions or interruptions.

Restrictions on Licensee's Use:

(a) Licensee agrees that it will not provide, loan, lease, sublicense or sell in whole or in part the Arbitron Data and/or Reports and/or Systems, or computer software programs or data included with such Data and/or Reports and/or Systems, to any other party or entity in any form. This restriction extends to, but is not limited to, any and all organizations selling or buying time to or from Licensee and any and all organizations providing data processing, software or computer services to Licensee.

(b) Licensee agrees that it will not use the Arbitron Data and/or Reports under the control of computer programs written by its employees, agents or others except as permitted by the Master License Agreement. Licensor makes no commitment to disclose to others the structure, format, access keys or other technical particulars of the Arbitron Data and/or Reports and/or Systems.

Special Terms or Instructions: 5 PPM markets: LA, SF, SD, Sacramento & San Jose

Account Manager: Chelsea Richardson

Account #:

AGREED TO

EXL Media Corp
LICENSEE

803 Tahoe Blvd, Suite 7
ADDRESS

Incline Village NV 89451
CITY STATE ZIP

BY (AUTHORIZED SIGNATURE)

Lisa Baggio
NAME (TYPE OR PRINT NAME OF PERSON SIGNING ABOVE)

Buyer 9/6/13
TITLE DATE

ACCEPTED BY

CONTRACT MANAGER

9/26/13
DATE

Arbitron Inc.
9705 Patuxent Woods Drive
Columbia, Maryland 21046-157

Initials here

NIELSEN | MEDIA RESEARCH

TO: K. HENEGHAN
CC: B. PERRYMAN-DUN

inactive

Contract Transmittal 9/98
Service: NSI

Date: **May 8, 2000**

CLIENT#: 111605
CONTRACT#: 142229
Doc # 40458

To: **Pedro Rodriguez** Contract Administration-NY

From: (CSE) **Cecilia Nguyen**

Sales Office: **Los Angeles**

Client Name: **EXL MEDIA** c JM

Duration/Termination: **1 year**

Start Date: **FEBRUARY 1, 2000** Contract Form **SMS799**

Client Type: **Agency**

Market: **Reno** Rate Class:

Managers Approval (Required for all contracts) Barbara McGuckin

Transaction Type: (Check One)
☒New ☐Termination Effective End date: ___ Final Report: ___
☐Conversion/Renewal ☐Revision ☐OTO

RDS 6/16/00 L.O.

Service Type(NSS Only): ☐Full ☐Limited ☐Combined

☐This agreement supersedes and **replaces** agreement dated ___ which is hereby terminated without penalty.
☐This agreement supersedes and **revises** agreement dated ___.

Master Copy Recipient: Ms. Wendy Hummer
Company Name: EXL Media
Address Line 1: 803 Tahoe Blvd.; Ste. 7
Address Line 2:
City, State, ZIP: Encline Village, NV 89451
Phone#

Invoice Recipient: Accounts Payable
Company Name: EXL Media
Address Line 1: 803 Tahoe Blvd.; Ste. 7
Address Line 2:
City, State, ZIP: Encline Village, NV 89451
Phone#

Distribution/RDS Instructions: ☐Same as previous ☐See attached list Handled by Marketing? ☐Yes

First Report 2/00 **Sent from sales office?** ☐Yes ☒No **Station Rep:** ___

Add:

Reno 4x

Delete:

RECEIVED JUN 14 2000

5.16.2000

RECEIVED NOV 01 2000 CONTRACT ADMIN.

Continue:

5/18/00

Billing Detail: Billing Frequency: ☒Annually ☐Semi-Annually ☐Quarterly ☐Monthly

Date: From	To	Base Rate	Discount/Surcharges A	B	C	D	E	Net	CA/Use
2/1/00	1/30/01	$ 150						$ 600	☑
									☐
									☐
									☐
									☐
									☐
									☐

A = __ B = __ C = __ D = __ E = __

☐Successively ☐Additive

TOTAL VALUE: $ 600

(Check all that apply):	CA/Use	Base Rate Includes:	Monthly Value	CA/Use
☐Annual Rate Adjustment __%	☐	☐Audience Analyst*		☐
☐ Branch Offices __	☐	☐ Back Data		☐
Clauses: Merger, Assignability	☐	☐County Coverage		☐
☐COL Excluded	☐	☐ Dailies Plus/Galaxy Explorer		☐
☐CUME Discount	☐	☐Micronode/Galaxy Navigator*		☐
☐Early Out Provision (Date:__)	☐	☐On-Line Usage		☐
☐Extra Copies - __	☐	☑PDT's ☐PDD'S		☑
☐Metered Tuning Device Surcharge ☐Excluded?	☐	☐SpotBuyer*		☐
☐Non-reportability Discount	☐	☐STAR*		☐
☐Sample Guarantee: ☐Diary ☐Metered	☐	☐TSMS		☐
☐Special Analysis Credit - Annual $ __	☐	☐TV Conquest*		☐
☐Termination Clause (No 10% Penalty)	☐	☐ Other: __		☐
☐Group Name __	☐	Total Additional Value-(Pkg. Disc.)		☐

Separate agreement/order must be submitted whether product is included as part of basic service or billable.

- CLIENT PROFILE -

(Legal Notice)

Name: _____
Company Name: _____
Address Line 1: _____
Address Line 2: _____
City, State, ZIP: _____
Phone# _____

CFO: (NTI ONLY) _____
Company Name: _____
Address Line 1: _____
Address Line 2: _____
City, State, ZIP: _____
Phone# _____

State of Incorporation/business registration: __

☐Corporation ☐Partnership ☐Limited Liability/Company/Partnership ☐Individual d/b/a __
-Unincorporated Division ? If so, list parent company..... __

Additional Instructions/ Billing adjustments: __

SMS799

NIELSEN MEDIA RESEARCH

Nielsen Station Index

Selected Market Service

CSE: Cecilia Nguyen

Office Location: LOS ANGELES

Date: April 26, 2000

EXL Media ("Client"), a(n) NV [State]

☒ corporation
☐ partnership
☐ limited liability company/partnership
☐ individual d/b/a

with its principal offices at 803 Tahoe Blvd., Ste. 7, hereby requests Nielsen Media Research, Inc. ("NielsenTV") to furnish Nielsen Station Index (NSI) Selected Market Service, consisting of NSI analyses for the market(s) listed below, commencing February 1, 2000 for a Minimum Duration of one (1) year, and NielsenTV agrees to furnish such service, on the following terms and conditions:

Viewers in Profile
Market Reports Ordered:*

	Number per year		Number per year		Number per year
Reno	4x				

*WEEKLIES WHEN ORDERED, COUNT EACH VIP AS 2 (EXAMPLE: NEW YORK = 7 PER YEAR, NEW YORK + WEEKLIES = 14 PER YEAR)

☒ Published Data Tapes (PDTs) or ☐ Published Data Diskettes (PDDs) (Must be a client to NSI Spotbuyer Software service to receive PDDs.)

Total reports per year ordered	4	Times per report charge $	150	=First Year Annual Charge $	600
Extra copies per year ordered		Times per report charge* $		=First Year Annual Charge $	

*Extra copy charge per report is subject to change.

Charges. The above charges will be billed annually and will include applicable sales, use or other tax. Client agrees to pay the invoice promptly upon receipt. **Client understands and agrees that the per report charge may increase based on the then-current rate for Selected Market Service as quoted by NielsenTV.**

Termination. Client or NielsenTV may terminate this Agreement at the end of a calendar month and upon at least 90 days prior written notice, but not before expiration of the one year Minimum Duration. Termination may be effective on any date specified by NielsenTV in the event of non-performance by Client of any obligation hereunder, or if NielsenTV shall be unable for any cause beyond its control to fulfill its obligations hereunder, or if NielsenTV shall terminate NSI service to all clients then subscribing to this type of NSI service. Upon termination, the final invoice shall be adjusted for the number of delivered reports, charged on a pro rata basis. If NielsenTV terminates Client for non-payment of charges, NielsenTV may reinstate Client upon Client's payment of a reinstatement charge as quoted by NielsenTV, in addition to payment of Client's overdue charges. If NSI service for any market becomes unavailable to Client as a result of any action by NielsenTV, Client will be billed only for services rendered prorated against the normal schedule of analyses for the duration of this Agreement.

Uses of Service. Client understands that NSI analyses are furnished on the basis of representations that it has a legitimate business interest in the subject matter of the NSI analyses. Client agrees to adhere strictly to the provisions set forth in the NSI analyses under the caption "Permissible Uses of NSI Data" and not to use or permit or allow others to use the NSI analyses or other NSI data in any legal proceedings. Client recognizes that all written material supplied hereunder is furnished only to convey the information therein contained and remains the property of NielsenTV, in which NielsenTV retains all rights (including, but not limited to, copyrights and trade secrets), licensed to Client for confidential use in accordance with the provisions of the Agreement. Client will prevent all unauthorized persons from having access thereto and shall not make or allow to be made any copies thereof. All copies are for client's sole use at the office address indicated on the reverse hereof and no such copies or any summaries or abstracts thereof may be distributed for use for other than at such office. Client assumes full responsibility to NielsenTV for any violation by any director, partner, officer, employee, consultant, agent or representative of Client of any obligation assumed by client hereunder and agrees to take all necessary steps (including legal action) to ensure understanding of and compliance with this understanding by all persons having access to the analyses furnished hereunder. Upon termination of this Agreement, Client agrees to return to NielsenTV all copies of NSI materials and information provided or made available under this NSI Service and all summaries and abstracts thereof, in whatever form.

Disclaimer of Warranty. NIELSENTV DISCLAIMS AND CLIENT HEREBY WAIVES, ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, TO CLIENT OR TO ANY THIRD PARTY, WITH RESPECT TO ANY REPORTS OF INFORMATION PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR OF FITNESS THEREOF FOR ANY PARTICULAR PURPOSE.

Accuracy. Client understands that NielsenTV is not obligated to furnish NSI analyses or data hereunder when conditions (e.g., audience size) are not such as to permit NSI techniques to produce measurements for such analyses or data in accordance with NielsenTV standards. Client's attention is directed to the definitions and reminders and information concerning sampling methods, sample size, statistical interpretation and related information contained or referred to in the text of the NSI analyses and in the NSI Reference Supplement delivered to Client.

Limitation of Liability. If any material errors or inaccuracies should occur in any NSI report or analyses, NielsenTV will, where feasible, furnish appropriate correction notices. If NielsenTV determines such notices are not feasible, or if NielsenTV fails to perform hereunder, Client shall accept, in lieu thereof, a refund or credit (at NielsenTV's option) reflecting the affected NSI analyses. NielsenTV shall not be liable, in contract, tort or otherwise, for any loss, injury or damage of any kind or nature whatsoever, including, without limitation, any direct, special incidental or consequential damages (including, without limitation, lost profits and loss of/or damage to goodwill) whether suffered by Client or any third party, even if NielsenTV is advised or has knowledge of the possibility thereof, directly or indirectly resulting from (a) any of the foregoing; (b) any action or inaction, whether or not negligent, of NielsenTV or any of its agents or employees in compiling or publishing any NSI Analyses, or in delivering or communicating the same to Client or others; and, (c) the use or publication of the same by Client or others. Client agrees that the remedies set forth herein are Client's sole and exclusive remedies at law or in equity, in the event of the occurrence of any of the foregoing.

Assignability. Client may assign its rights and obligations under this Agreement only with NielsenTV's prior written consent, which consent shall not be unreasonably withheld. NielsenTV may assign, transfer, set over or sell its rights and obligations hereunder to any successor to NielsenTV or its NSI business, including without limitation any corporation or other transferee controlling, controlled by or under common control with NielsenTV, and reserves the right to have all services rendered by such successor upon notice to Client.

Acceptance, Modification and Waiver. Only the Coordinating Vice President, Chief Executive Officer or General Counsel of NielsenTV shall have the power of acceptance or modification of this Agreement, and any modification shall be in writing. No waiver by any party of any breach of the Agreement by the other shall be deemed to be a waiver of any preceding or subsequent breach thereof.

Governing Law. This Agreement is entered into in the State of Illinois, and shall be interpreted under and governed by the laws of the State of Illinois.

Survival of Terms. The provisions of the sections entitled "Uses of Service", "Disclaimer of Warranty", "Accuracy" and "Limitation of Liability" shall survive termination of this Agreement.

Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and replaces all prior negotiations and agreements, whether oral or written, with respect to the subject matter.

AGREED AND ACCEPTED:

NIELSEN MEDIA RESEARCH, INC.
SCHAUMBURG, IL

BY: Ronald F Eggert

TITLE: COORDINATING VICE PRESIDENT

DATE: JUN 1 2000

CLIENT COMPANY: EXL Media

NAME: (Print/Type) Wendy Hummer

CLIENT Approved by: [signature]

ADDRESS: 803 Tahoe Blvd., Ste. 7

Incline Villiage, NV 89451

DATE: 5/24/00

nielsen

INVOICE

NIELSEN MEDIA RESEARCH
85 BROAD STREET
NEW YORK, NY 10004
USA
FEDERAL TAX ID#: 04-3721439

Invoice	9340036018
Date	02/04/2014
Account	10240221
Terms	Net 30 days

Bill To:
ACCOUNTS PAYABLE
EXL MEDIA
803 TAHOE BLVD STE 7
INCLINE VILLAGE, NV 89451-7494
USA

Description	Percentage	Amount	Total USD
Nielsen Station Index			
Contract No.: 142229			
Charge for FEB 2014 - JAN 2015			
Selected Market Reports - Base Charge		1,200.00	
SMS Basic Service			
Net Amount			1,200.00
Viewers In Profile Reports			
VIP-Reno			
Continued.....			

Your Nielsen representative is Severine L Cukierman Tel: +1 323-817-1213

nielsen

INVOICE

NIELSEN MEDIA RESEARCH
85 BROAD STREET
NEW YORK, NY 10004
USA
FEDERAL TAX ID#: 04-3721439

Invoice	9340036018
Date	02/04/2014
Account	10240221
Terms	Net 30 days

Bill To:
ACCOUNTS PAYABLE
EXL MEDIA
803 TAHOE BLVD STE 7
INCLINE VILLAGE, NV 89451-7494
USA

Description	Percentage	Amount	Total USD
		Sub Total USD	1,200.00
		Total Tax USD	0.00
		Total Amount Due USD	1,200.00

Remit Payment To:
Nielsen Media Research
PO Box 532453, Charlotte, NC 28290-2453

Wire Transfers:

Bank Name	: JPMorgan Chase Bank NA
Address	: ONE CHASE MANHATTAN PLAZA 7 th FLR, NEW YORK , NY 10005
Account No	: 400206986
Routing No	: 021000021
Swift	: CHASUS33

For any questions about this document, call Accounts Receivable:
Sarnya Ravichandramoorthy
Email: sarnya.ravichandramoorthy.ap@nielsen.com Tel: 18665632804 EX 27334

Your Nielsen representative is Severine L Cukierman Tel: +1 323-817-1213

Advertising Agency/Advertiser/Buying Service
License Agreement to Receive and Use Scarborough Reports

Date of Proposal: **November 17, 2011**

THIS AGREEMENT is between Arbitron Inc., a Delaware corporation ("Arbitron"), and the undersigned client ("Licensee"). Arbitron hereby grants to Licensee a limited, personal, non-transferable and non-exclusive license to receive and use certain data contained in Scarborough's report(s) ("Data" or "Reports") prepared based upon surveys conducted for the geographic areas(s) ("Market(s)") described in this Agreement. Such Data and Reports forming the service provided hereunder will be furnished to Licensee in electronic or other form at Scarborough's option, but title thereto shall remain with Scarborough at all times.

1. Term of Agreement; Services Provided: This Agreement shall become effective when countersigned by Arbitron's Contract Manager and shall be for a period of **3** years beginning and ending on the dates described below (the "Term"). This Agreement will continue without regard to ownership status of Licensee absent a valid assignment pursuant to Section 9 of this Agreement.

Term begins **January 1, 2012** ; ends **December 31, 2014** .

Licensee: **EXL Media Corporation**

For use only by: **EXL Media Corporation**

Services shall include the following Report(s) ("Releases"):

☒ **Consumer Retail and Spending Reports**

Release	*Year(s)*
Release I & II	**2012**
Release I & II	**2013**
Release I & II	**2014**

☐ **Other**

Release	*Year(s)*

2. License Fees; Taxes:

(a) A License Fee as indicated on the Specification and Rate Attachment, attached hereto and incorporated herein by reference, shall be paid by Licensee with the first of **3** payments (the "Periodic Charge" or "Charge") due on **January 1** . The Periodic Charge, due and payable by Licensee on the first day of each billing period, shall be the Annual Rate, prorated equally among the number of payments for the Term Year.

(b) In addition to and together with the above payments, Licensee shall pay to Arbitron any sales, excise, gross-receipts, service, use or other taxes, however designated, now or hereafter imposed upon or required to be collected by Arbitron by any authority having jurisdiction over the Market(s) being surveyed or over any location to which Licensee directs Arbitron to deliver the Data or Reports or by any other taxing jurisdiction.

3. Late Payment Charge and Right to Suspend Report Delivery or Terminate License: A late payment charge of one and one-half percent (1.5%) per month will be charged on all Periodic Charges, as adjusted, which are not paid within sixty (60) days after due hereunder, but in no event will the applicable per month late payment charge exceed one-twelfth (1/12) of the maximum annual percentage allowed to be charged by applicable state usury law. Any failure to impose a late payment charge shall not prejudice Arbitron's right to do so should the default continue or should a subsequent payment not be made when due. In the event Licensee is in default in its payment obligation hereunder, notwithstanding Arbitron's right to impose the foregoing late payment charge and in addition to such right, Arbitron may, without terminating, breaching or committing a default under this Agreement: (a) accelerate or modify in any way the payment schedule of Periodic Charges for the duration of this Agreement to a number of installments to be determined by Arbitron in its discretion; and/or (b) suspend delivery to Licensee of any Data and/or Report(s), in any form, which are due until such time as Licensee is current in its payments of all sums due and/or (c) send Licensee written notice that Licensee's license hereunder is suspended, in which case Licensee further expressly agrees that it thereafter shall not use Data and Reports previously received by Licensee until such time as Licensee becomes current in its payments of all sums due. Arbitron's suspension hereunder of delivery of Data or Reports to Licensee, or of this License, shall not relieve Licensee of any of its obligations hereunder. Acceleration or other modification of the payment schedule by Arbitron under this provision shall not be deemed or considered a penalty but rather represents a good faith effort to quantify as of the time of the execution of this Agreement the harm that would be sustained by Arbitron in the event Licensee defaults on its payment obligations hereunder. Licensee further agrees to reimburse Arbitron for all collection costs and expenses (including reasonable attorneys' fees) incurred hereunder. This license may be terminated immediately by Arbitron should Licensee default in payment of any sum due or should Licensee default in any other condition or obligation of this Agreement.

4. Changes in Services; Modification of Rates:

(a) Scarborough reserves the right to change at any time the geographical territory comprising the Market(s), its polices and procedures, delivery schedules, survey dates, survey length, survey frequency, sampling procedures, methodology, method of Data or Report collection or delivery, Data or Report content, Data or Report titles, Data or Report format or any other aspect of the Data and Reports provided hereunder, and to cancel surveys and the preparation of Data or Reports or any other aspect of the Data services provided. Scarborough reserves the right not to publish a Report whenever, in its judgment, insufficient data are available to meet its minimum research standards or any event has jeopardized the reliability of the Data therein. In the event that a Report is not published, Licensee shall receive a credit reflecting the Periodic Charge(s) paid by Licensee attributable to the unpublished Report.

(b) In the event that any cause(s) prevents Scarborough from conducting any survey in accordance with its methodology, schedules or other publications, Scarborough reserves the right to publish abbreviated Report(s). Licensee hereby consents to publication of such abbreviated Report(s) under such circumstances. In the event that such an abbreviated Report covers a substantially decreased geographic area, or deletes twenty-five percent (25%) or more of the survey days from the aggregate number of days scheduled, Licensee shall be entitled to either a proportionate credit for the abbreviated Report, or upon return of the abbreviated Report, within ten (10) days, a full credit for the abbreviated Report. Further, Scarborough reserves the right, in its sole discretion, to augment available data by

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ARBITRON

Initials here

means of expanded or extended samples, and Licensee agrees it shall not be entitled to any refund in such event.

(c) Arbitron may increase the License Fee hereunder at any time. In the event of such an increase for a reason other than as permitted elsewhere in this Agreement, Arbitron shall give prior written notification to Licensee. Within the thirty (30) day period following such notice, Licensee may cancel the unexpired Term of this Agreement by written notice pursuant to Section 10(a), without cancellation charge or other cost, effective on the date the increase would have become effective. In the absence of such timely cancellation, this Agreement shall continue and the new License Fee shall become payable in the month stated in Arbitron's notice and thereafter.

5. Permitted Uses and Confidentiality of Data and Reports: Subject to the restrictions and conditions provided in this Section 5, Licensee agrees to limit its use of the Data and Reports to purposes that are legitimately useful in Licensee's marketing planning and business development, in the placement of advertising and expressly not as seller of radio advertising time. Licensee acknowledges that the Data and Reports are copyrighted materials of Scarborough. Licensee further agrees to discontinue use of any Data and Reports delivered hereunder upon termination or suspension of this Agreement or license. Licensee further understands and agrees to discontinue use of Data or Reports from any previous Release unless (1) Licensee was licensed to use that Release at time of its publication and (2) Licensee is currently a Licensee to the Scarborough Reports.

All disclosures must identify Scarborough as the source of the disclosed Data and Reports and should identify the Market, survey period and type of data and must state that the Data and Reports quoted therein are copyrighted by Scarborough and are subject to any limitations and qualifications disclosed in the Report.* At all times during the Term of this Agreement and thereafter, Licensee agrees to keep the Data and Reports supplied hereunder confidential and not to disclose the same except as permitted by this Agreement. Licensee agrees to use its best efforts to prevent the unauthorized disclosure of Data and Reports by Licensee's employees and agents and by all other persons who obtain the Scarborough Data and Reports from Licensee or its employees or agents. For Licensee to fail to use its best efforts to comply with the foregoing and/or to divulge any Data or Reports to a person or entity not authorized by this Agreement, and/or to lend or give an original copy or any reproduction of any part of any Data or Report, in any form, to any person or entity not authorized by this Agreement, constitutes a breach of this Agreement and a violation of Scarborough's copyright.

Licensee may authorize a third party to process the Data and Reports licensed hereunder on Licensee's behalf, provided: (1) that said third party is a then current Scarborough licensee in good standing who is authorized to process Scarborough data; and (2) that all restrictions on the use of the Data and Reports provided under this Agreement shall apply with full force and effect to any data, reports or other output, in any form, containing or derived from the Data and Reports, produced by said third party for Licensee.

In the event that a Report listed in Section 1 of this Agreement is delivered after the expiration of the Term of this Agreement, Licensee's license to use that Report shall continue under the terms and conditions of this Agreement until the release of that Report in that Market.

Arbitron expressly does not grant hereunder a license to publish or post any Data or Reports on any location on the Internet, World Wide Web or any other global communications network and Arbitron expressly does not grant hereunder a license to combine, cross tabulate, index, model or in any way use the Data or Reports provided hereunder with data or software programs provided from any other source or with any other data provided by Arbitron without Arbitron's separate prior written consent.

6. Confidentiality of Respondents: Licensee agrees that it will not try either before, during or after a survey, or in connection with any litigation, to determine or discover the identity or location of any survey participant. Licensee will under no circumstances directly or indirectly attempt to contact any such persons. Licensee agrees to promptly report to Arbitron any evidence or indication that has come to Licensee's attention regarding the identity or location of any such persons. Licensee further agrees that Arbitron may enjoin any breach of the above stated obligations and shall have the right to damages or other remedies (including costs, expenses and reasonable attorneys' fees) available to it at law or hereunder.

7. Methodology: **ARBITRON AND SCARBOROUGH MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING:**

(A) DATA GATHERED OR OBTAINED FROM ANY SOURCE;

(B) THE PRESENT OR FUTURE METHODOLOGY EMPLOYED BY SCARBOROUGH IN PRODUCING THE DATA AND/OR REPORTS; OR

(C) THE DATA AND/OR REPORTS LICENSED HEREUNDER.

ALL DATA AND/OR REPORTS REPRESENT ONLY THE OPINION OF SCARBOROUGH. RELIANCE THEREON AND USE THEREOF BY LICENSEE IS AT LICENSEE'S OWN RISK.

IN NO EVENT SHALL ARBITRON OR SCARBOROUGH BE LIABLE FOR THE FAILURE OF ANY THIRD PARTY LICENSOR TO PROVIDE ANY DATA OR SERVICES FOR USE IN CONNECTION WITH THE DATA AND/OR REPORTS LICENSED HEREUNDER.

8. Liabilities and Limitations of Remedies: **THE SOLE AND EXCLUSIVE REMEDY, AT LAW OR IN EQUITY, FOR ARBITRON'S OR SCARBOROUGH'S AND/OR ANY THIRD PARTY DATA AND/OR SERVICE PROVIDER'S BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS, AND THE SOLE AND EXCLUSIVE REMEDY FOR ARBITRON'S OR SCARBOROUGH'S AND/OR ANY THIRD PARTY DATA AND/OR SERVICE PROVIDER'S LIABILITY OF ANY KIND, INCLUDING WITHOUT LIMITATION LIABILITY FOR NEGLIGENCE OR DELAY WITH RESPECT TO THE DATA AND/OR REPORTS AND ALL PERFORMANCE PURSUANT TO THIS AGREEMENT, SHALL BE LIMITED TO A CREDIT TO LICENSEE OF AN AMOUNT EQUAL TO, AT THE MAXIMUM AMOUNT, THE LICENSE FEE PAID BY LICENSEE WHICH IS ATTRIBUTABLE TO THE MATERIALLY AFFECTED DATA OR REPORT. IN NO EVENT SHALL ARBITRON OR SCARBOROUGH AND/OR ANY THIRD PARTY DATA AND/OR SERVICE PROVIDER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. NOR SHALL THEY BE SUBJECT TO INJUNCTIVE RELIEF WITH RESPECT TO THE PUBLICATION OF ANY DATA OR REPORT. LICENSEE UNDERSTANDS THAT DATA AND REPORTS EITHER WOULD NOT BE PREPARED OR WOULD BE AVAILABLE ONLY AT A SUBSTANTIALLY INCREASED LICENSE FEE WERE IT NOT FOR THE LIMITATIONS OF LIABILITIES AND REMEDIES AS SET FORTH IN THIS SECTION.**

Licensee agrees that it will notify Arbitron in writing of any alleged defect in any Report within thirty (30) days after Licensee learns of said alleged defect. Licensee further agrees that any action to be brought by it concerning any Data or Report shall be brought not more than one (1) year after such Data or Report was originally published by Scarborough.

In the event that either party commences litigation against the other party and fails to ultimately prevail on the merits of such litigation, the commencing party shall reimburse and indemnify the other party from and against any and all costs and expenses incurred with respect to such litigation, including reasonable attorneys' fees; provided, however, that this sentence shall not apply where Arbitron commences litigation pursuant to Sections 3, 5 or 6 of this Agreement. This provision shall survive the termination of this Agreement.

Initials here

* *Licensee should refer to current regulations and guidelines of the federal government for further requirements concerning the manner of quoting estimates.*

9. Assignments and Changes in Licensee Status:

Licensee may not assign either its rights or obligations under this Agreement without the prior written consent of Arbitron. Subject to Arbitron's consent, a successor-in-interest by merger, operation of law, assignment, purchase or otherwise of the entire business of Licensee shall acquire all rights and be subject to all obligations of Licensee. In the event that Arbitron consents to the assignment of this Agreement, Arbitron reserves the right to redetermine the rate to be charged to the assignee. Arbitron shall be entitled to assign any of its rights or obligations under this Agreement, including the License Fees payable hereunder.

Licensee agrees that if a change in its business occurs as a result of merger, purchase, expansion or otherwise, it will report to Arbitron the date and the nature of the change within thirty (30) days of such change, and supply any supporting material which Arbitron, in its discretion, may require. In such event, this Agreement shall continue and Arbitron may redetermine the License Fees due by Licensee hereunder. However, Licensee's failure or refusal to timely provide such notice and/or supporting material shall not impair Arbitron's right to redetermine Licensee's Fees for all Data and Reports licensed hereunder based on its independent assessment.

In the event Arbitron increases Licensee's License Fee as a result of an occurrence as described in this Section, then Arbitron shall amend this Agreement to permit use of the Data and/or Reports by the additional entity(ies) prompting the increase.

10. General:

(a) All notices to either party shall be in writing and shall be directed to the addresses stated hereafter unless written notice of an address change has been provided.

(b) **EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUES, DEMANDS, ACTIONS, CAUSES OF ACTION, CONTROVERSIES, CLAIMS OR DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.**

(c) Licensee hereby expressly consents to Arbitron sending to Licensee information advertising the various services that Arbitron provides, whether or not such services are provided under this Agreement, via electronic messaging to include, but not limited to, e-mail, facsimile and text messages.

(d) This Agreement shall be deemed to be an agreement made under, and to be construed and governed by, the laws of the State of New York. The parties expressly agree that any and all disputes arising out of or concerning this Agreement or the Data or Reports licensed hereunder shall be litigated and adjudicated in the State and/or Federal Courts located in either the State of New York or the State of Maryland, at Arbitron's option, and each party consents to and submits to both such jurisdictions.

(e) This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, notwithstanding any previous discussions and understandings; and shall not be deemed to have been modified in whole or in part except by written instruments signed hereafter by officers of the parties or other persons to whom the parties have delegated such authority.

(f) The failure of Arbitron to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision unless evidenced by an instrument in writing duly executed by Arbitron.

(g) Any litigated question regarding the legality, enforceability or validity of any section or part hereof shall not affect any other section, and if any section or part hereof is ultimately determined illegal, invalid, unconstitutional or unenforceable, that section or part hereof shall be severed from this Agreement and the balance of the Agreement shall thereafter remain in full force and effect for the remainder of the Term.

(h) Licensee may alter, modify or change the Markets initially designated or delivery options at any time during the Term upon thirty (30) days prior written notice to Arbitron provided that Arbitron receives such change order notice prior to shipment of the previously designated Markets. The Specification and Rate Attachment is for Licensee's initial deliveries only and will remain in effect until such time as timely notice of change has been received by Arbitron. Licensee agrees to pay the then current per-Market rate(s) in accordance with the payment terms mentioned in Section 2 of this Agreement for any Markets ordered in excess of the number of Markets initially licensed hereunder. Licensee further agrees that all other terms and conditions of this Agreement shall apply to any change order.

(i) Licensee warrants to Arbitron that Licensee is a(n) **Agency**, that it will receive and use the services licensed hereunder solely and exclusively in its legal capacity as such, and that it has full right, power and authority to enter into this Agreement and to carry out its obligations hereunder.

(j) In addition to its rights of termination stated elsewhere in this Agreement, Arbitron may, for any reason, terminate this Agreement on thirty (30) days written notice to Licensee.

(k) The provisions governing payment of taxes, confidentiality of Data and/or Reports, confidentiality of respondents, and waiver of jury trial shall survive the termination of this Agreement.

AGREED TO:

EXL Media Corp
LICENSEE

803 Tahoe Blvd. Suite 7
ADDRESS

Incline Village CITY | **NV** STATE | **89451** ZIP

BY (AUTHORIZED SIGNATURE)

Lisa Baggio
NAME (TYPE OR PRINT NAME OF PERSON SIGNING ABOVE)

Buyer TITLE | 11/17/11 DATE

ACCEPTED BY:

CONTRACT MANAGER

DATE

Arbitron Inc.
9705 Patuxent Woods Drive
Columbia, Maryland 21046-1572

Advertising Agency/Advertiser/Buying Service
Specification and Rate Attachment for the Scarborough Service

Licensee: **November 17, 2011** Annual Billing Volume: _____

For use only by: **EXL Media Corp**

This is the Advertising Agency/Advertiser/Buying Service Specification and Rate Attachment for the Scarborough Service between Arbitron, Inc., a Delaware corporation ("Licensor") and Licensee, as is for the Data or Reports (the "Services"), License Charges and Term selected below. The License granted for the Service(s) specified herein is expressly subject to all terms and conditions set forth in the License Agreement and in this Attachment. All terms and conditions of the License Agreement are hereby incorporated by reference with the same force and effect as if printed at length herein.

Services:

☒ Scarborough Top-Tier

Services provided for the Market(s) selected:

Release(s):	**Year(s):**
Release I & II	**2012**
Release I & II	**2013**
Release I & II	**2014**

Term begins: 1/1/12 and ends: 12/31/14

License Charge(s) for services and Market(s) selected

First Term Year:	$ **4,500.00**
Second Term Year:	$ **4,635.00**
Third Term Year:	$ **4,775.00**
Fourth Term Year:	$
Fifth Term Year:	$

License Charges Payable: **Annual**

Market(s) Selected: ☐ All Markets ☒ As selected below

Los Angeles, Sacramento, San Diego, San Francisco

Notations: _____

Delivery Options: **IMS-Clear Decisions**

For use only by: **EXL Media Corp**

☐ Scarborough Mid-Tier

Services provided for the Market(s) selected:

Release(s):	**Year(s):**
Release I & II	**2012**
Release I & II	**2013**
Release I & II	**2014**

Term begins: 1/1/12 and ends: 12/31/14

License Charge(s) for services and Market(s) selected

First Term Year:	$ **855.00**
Second Term Year:	$ **880.00**
Third Term Year:	$ **905.00**
Fourth Term Year:	$
Fifth Term Year:	$

License Charges Payable: **Annual**

Market(s) Selected: ☐ All Markets ☒ As selected below

Reno

Notations: _____

Delivery Options: **IMS-Clear Decisions**

For use only by: **EXL Media Corp**

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ARBITRON

☐ **Scarborough Multi-Market**

Services provided for the Market(s) selected:

Release(s):	**Year(s):**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

License Charges Payable: _____

Market(s) Selected:_____

Notations: _____

Delivery Options: _____

For use only by: _____

Term begins: _____ and ends: _____

License Charge(s) for services and Market(s) selected

First Term Year: $ _____

Second Term Year: $ _____

Third Term Year: $ _____

Fourth Term Year: $ _____

Fifth Term Year: $ _____

☐ **Scarborough USA+**

Services provided for the Market(s) selected:

Release(s):	**Year(s):**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

License Charges Payable: _____

Market(s) Selected:_____

Notations: _____

Delivery Options: _____

For use only by: _____

Term begins: ____ and ends: _____

License Charge(s) for services and Market(s) selected

First Term Year: $ _____

Second Term Year: $ _____

Third Term Year: $ _____

Fourth Term Year: $ _____

Fifth Term Year: $ _____

☐ **PrimeNext**

☐ **Prime Lingo**

Services provided for the Market(s) selected:

Release(s):	**Year(s):**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

License Charges Payable: _____

Market(s) Selected: _____

Notations: ____

Delivery Options: _____

For use only by:_____

Term begins: _____ and ends: _____

License Charge(s) for services and Market(s) selected

First Term Year: $ _____

Second Term Year: $ _____

Third Term Year: $ _____

Fourth Term Year: $ _____

Fifth Term Year: $ _____

☐ **Other**

Services provided for the Market(s) selected:_____

Release(s): **Year(s):**

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

License Charges Payable: _____

Market(s) Selected:_____

Notations: ____

Delivery Options: _____

For use only by: _____

Term begins: _____ and ends: ____

License Charge(s) for services and Market(s) selected

First Term Year: $_____

Second Term Year: $_____

Third Term Year: $_____

Fourth Term Year: $_____

Fifth Term Year: $_____

☐ **Other**

Services provided for the Market(s) selected:_____

Release(s): **Year(s):**

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

License Charges Payable: _____

Market(s) Selected: _____

Notations: _____

Delivery Options: _____

For use only by: _____

Term begins: ____ and ends: _____

License Charge(s) for services and Market(s) selected

First Term Year: $_____

Second Term Year: $_____

Third Term Year: $_____

Fourth Term Year: $_____

Fifth Term Year: $_____

TOTAL LICENSE FEE:

The License Fee for each Term Year is based on the number of Markets and delivery options specified and shall be as follows:

First Term Year: $ 5,355.00

Second Term Year: $ 5,515.00

Third Term Year: $ 5,680.00

Fourth Term Year: $_____

Fifth Term Year: $_____

Processor: **IMS-Clear Decisions**

Markets:

- ☐ Albany
- ☐ Albuquerque
- ☐ Atlanta
- ☐ Austin
- ☐ Baltimore
- ☐ Birmingham
- ☐ Boston
- ☐ Buffalo
- ☐ Charleston
- ☐ Charlotte
- ☐ Chattanooga
- ☐ Chicago
- ☐ Cincinnati
- ☐ Cleveland
- ☐ Columbus
- ☐ Dallas/Ft. Worth
- ☐ Dayton
- ☐ Denver
- ☐ Des Moines
- ☐ Detroit
- ☐ El Paso
- ☐ Flint
- ☐ Fort Myers
- ☐ Fresno
- ☐ Grand Rapids
- ☐ Greensboro
- ☐ Greenville
- ☐ Harrisburg
- ☒ Other: **Reno-Mid-Tier Mkt**
- ☐ Hartford
- ☐ Honolulu
- ☐ Houston
- ☐ Indianapolis
- ☐ Jacksonville
- ☐ Kansas City
- ☐ Knoxville
- ☐ Las Vegas
- ☐ Lexington
- ☒ Los Angeles
- ☐ Louisville
- ☐ Memphis
- ☐ Miami
- ☐ Milwaukee
- ☐ Minneapolis
- ☐ Mobile
- ☐ Nashville
- ☐ New Orleans
- ☐ New York
- ☐ Norfolk
- ☐ Oklahoma City
- ☐ Orlando
- ☐ Philadelphia
- ☐ Phoenix
- ☐ Pittsburgh
- ☐ Portland, OR
- ☐ Providence
- ☐ Raleigh/Durham
- ☐ Richmond
- ☐ Roanoke
- ☐ Rochester
- ☒ Sacramento
- ☐ Salt Lake City
- ☐ San Antonio
- ☒ San Diego
- ☒ San Francisco
- ☐ Seattle
- ☐ St. Louis
- ☐ Spokane
- ☐ Syracuse
- ☐ Tampa/St. Petersburg
- ☐ Toledo
- ☐ Tucson
- ☐ Tulsa
- ☐ Washington, DC
- ☐ West Palm Beach
- ☐ Wichita
- ☐ Wilkes Barre

Change Orders:

Licensee may elect to add or change the Markets initially designated or delivery options at any time during the Term provided that Licensee gives Licensor prior written notice at least thirty (30) days prior to shipment of the survey release for the previously designated Markets. In no event shall Licensee reduce the total number of Markets licensed pursuant to this Agreement below the total number of Markets initially set forth herein. The Market list set forth in the Specification and Rate Attachment will remain in effect until such time as timely written notice of change has been received by Licensor. Licensee agrees to pay the then current per-Market rate(s) in accordance with the payment terms mentioned in Section 2 of this Agreement for any Markets ordered in excess of the number of Markets initially licensed hereunder. Each Party further agrees that all other terms and conditions of this Agreement shall apply to any Market change order.

Mode of Use:

Where use of a computer is necessary to access, receive and use any service licensed hereunder, Licensee will obtain, from a vendor of its choice, computer equipment and an operating system conforming to the minimum specifications previously provided to Licensee. Licensee acknowledges that if such conforming equipment and systems are not obtained, the service(s) may not operate properly.

Interruptions:

Licensee agrees that Licensor is not responsible for computer and/or telephonic communications interrupted for any system failure, telephonic disruptions, weather, acts of God, force majeure or acts of third persons not connected with or controlled by Licensor; nor for any additional expenses incurred by Licensee for subsequent and/or additional computer runs necessitated by such disruptions or interruptions.

Restrictions on License:

In order to receive a license to Scarborough USA+ and Scarborough Multi-Market Database, Licensee must be then currently licensed to receive and use the Scarborough Report. In the event that the license to the Scarborough Report terminates, expires or becomes suspended for any reason, the license to the other services previously mentioned shall terminate, expire or become suspended concurrently therewith.

Signatures Appear on Following Page

AGREED TO

EXL Media Corp
LICENSEE

803 Tahoe Blvd Ste 7
ADDRESS

Incline Village | **NV** | **89451**
CITY | STATE | ZIP

BY (AUTHORIZED SIGNATURE)

Lisa Baggio
NAME (TYPE OR PRINT NAME OF PERSON SIGNING ABOVE)

Buyer | 4/17/11
TITLE | DATE

ACCEPTED BY

CONTRACT MANAGER

DATE

Arbitron Inc.
9705 Patuxent Woods Drive
Columbia, Maryland 21046-1572

SMART PLUS
2/1/13 - 1/31/16

Master Advertising Agency/Advertiser License Agreement for Arbitron Diary and PPM™ Data and Audience Estimates

Date of Proposal: **December 12, 2012**

THIS MASTER AGREEMENT (the "Agreement") is between Arbitron Inc., a Delaware corporation ("Licensor"), and the undersigned ("Licensee"). Licensor hereby grants to Licensee a personal, nontransferable, nonexclusive and limited license or, in case of certain software programs licensed to Licensor, a sublicense to receive and use in the United States of America the Arbitron PPM and/or diary analog radio audience estimates (collectively "Data") contained in Licensor's reports for surveys designated on Agreement Attachments for geographic area(s) ("Market(s)") provided hereunder ("Reports") and/or the computer software programs ("Systems") designated on Agreement Attachments, collectively such Data and/or Reports and/or Systems to be referred to as "Services." Such Services shall be designated on the Agreement Attachments, which Attachments are hereby incorporated by reference as if fully set forth herein. It is further agreed by the parties hereto that this license and Agreement shall be effective and applicable to any Services that are later licensed by Licensee pursuant to Sections 12(e)&(f) of this Agreement and/or pursuant to any additional Agreement Attachment executed by the parties hereto. Licensor may furnish such Services to Licensee in printed, electronic or other form, at Licensor's option, either directly or through authorized third parties, but title thereto shall remain with Licensor at all times.

For the avoidance of doubt, the foregoing license grant shall not apply to data, other than analog radio data, to include, but not limited to, HD channels, digital sub-channels, and Internet streaming, or any national PPM radio data set and/or cross-platform PPM data set. Any rights not expressly licensed under this Agreement are reserved by Licensor. The separate prior written consent of Licensor, shall be required in order to use or process in any way the Data provided hereunder with data or software from any other source or with any other Licensor estimates and/or data, to include without limitation, to fuse, integrate, segment, profile, mix model, combine, cross tabulate, index, or model such, or to export the Data or facilitate the export of the Data into software systems other than those licensed by Licensee under this Agreement.

1. Term: This Agreement will become effective when countersigned by Licensor's Contract Manager. The Term of this license and Agreement shall begin on February 1, 2013 and run concurrently with each Agreement Attachment executed by the parties hereto until the expiration date set forth on such Agreement Attachment or until January 31, 2016 whichever date occurs first. The Term for each Service provided is set forth in each such Agreement Attachment.

2. Service Provided: During the Term specified in each Agreement Attachment, Licensor will provide to Licensee the Services referenced therein or which are later licensed by Licensee pursuant to Section 12(e). The attached Diary Market List and/or PPM Market List shall specify the geographic area(s) ("Market(s)") for which Services are to be provided. All Services licensed hereunder shall be delivered to and/or accessed from Licensee's address as stated on the Agreement Attachment, unless notice of an address change is given to Licensor in writing as provided in Section 12(b) herein.

3. License Charges:

(a) **Basic License Charges; When Due and Payable:** During each Term Year, Licensee agrees to pay Licensor the then-current applicable License Charges at the rate and at such times as specified in each Agreement Attachment. Payment shall be due and payable no later than thirty (30) days after the date of invoice.

(b) **Late Payment and Right to Suspend Report Delivery or Terminate License:** A late payment charge of one and one-half percent (1.5%) per month will be charged on all License Charges not paid within thirty (30) days after due hereunder, but in no event will the applicable per-month late payment charge exceed one-twelfth (1/12) of the maximum annual percentage allowed to be charged by applicable state usury law. Any failure to impose a late payment charge shall not prejudice Licensor's right to do so should the payment not be forthcoming, or should a subsequent payment not be made when due. In addition, Licensor may, without terminating, breaching or committing a default under this Agreement: (i) accelerate or modify in any way the payment schedule of the License Charges for the duration of this Agreement to a number of installments to be determined by Licensor in its discretion; and/or (ii) suspend delivery to Licensee of any or all Services, in any form, which are due under this Agreement until such time as Licensee is current in its payments of all sums due; and/or (iii) send Licensee written notice that Licensee's license hereunder is suspended, in which case Licensee further expressly agrees that it thereafter shall not use Services previously received by Licensee until such time as Licensee becomes current in its payments of all sums due. Licensor's suspension hereunder of delivery of Services to Licensee, or of this license, shall not relieve Licensee of any of its obligations hereunder. Acceleration or other modification of the payment schedule by Licensor under this provision shall not be deemed or considered a penalty but rather represents a good faith effort to quantify at the time of execution of the Agreement the harm that would be sustained by Licensor in the event Licensee defaults on its payment obligations under this Agreement. Licensee further agrees to reimburse Licensor for all collection costs and expenses (including reasonable attorneys' fees). This license may be terminated by Licensor immediately should Licensee default in payment of any sum due or should Licensee default in any other condition or obligation of this Agreement or Agreement Attachment.

4. Taxes: In addition to and together with the above payments, Licensee shall pay to Licensor any sales, excise, gross-receipts, service, use or other taxes, however designated, now or hereafter imposed upon or required to be collected by Licensor by any authority having jurisdiction over the Market(s) being surveyed or over any location to which Licensee directs Licensor to deliver Services, or by any other taxing jurisdiction.

5. Assignments, Changes in Licensee Status and License Charges Adjustment:

(a) Licensee may not assign either its rights or obligations under this Agreement without the prior written consent of Licensor. Subject to Licensor's consent, a successor-in-interest by merger, operation of law, assignment, purchase or otherwise of the entire business of Licensee shall acquire all rights and be subject to all obligations of licensee hereunder. Licensor shall be entitled to assign any of its rights or obligations under this Agreement, including the License Charges payable hereunder.

(b) Licensee agrees that if a change in its business occurs as a result of merger, purchase, expansion or otherwise, it will report to Licensor the date and the nature of the change within thirty (30) days of such change, and supply any supporting material which Licensor, in its discretion, may require. In such event, this Agreement shall continue and Licensor may redetermine the License Charges due by Licensee hereunder. However, Licensee's failure or refusal to timely provide such notice and/or supporting material shall not impair Licensor's right to redetermine Licensee's Charges for all Services licensed hereunder based on its independent assessment.

6. Confidentiality of Services and Permitted Uses: At all times during the Term of this Agreement and thereafter, Licensee agrees to keep the Services confidential and not to disclose the Services except as permitted by this Agreement. If ordering Data and/or Reports, Licensee agrees to use the Data and Report(s) solely for the purpose of placing radio media advertising time and expressly not as a seller of media advertising time. Licensee agrees to use its best efforts to prevent the unauthorized disclosure of any of the Services by Licensee's

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ARBITRON

Initials here

employees and agents, by its own advertisers, prospective advertisers and their own advertising agencies and buying services, by data processing firms used by Licensee, and by any and all other persons who obtain the Services from Licensee or its employees or agents.

FOR LICENSEE TO DIVULGE AND/OR TO LEND AND/OR TO GIVE ANY OF THE SERVICES INCLUDING ANY DATA OR THE CONTENTS OF ANY REPORT(S) OR SYSTEMS, OR TO DIVULGE OR TO LEND AND/OR TO GIVE AN ORIGINAL COPY OR A REPRODUCTION OF ANY PART OF ANY OF THE SERVICES INCLUDING ANY REPORT OR ANY INFORMATION OR DATA OBTAINED FROM THE REPORT TO ANY ENTITY NOT AUTHORIZED BY THIS AGREEMENT CONSTITUTES A BREACH OF THIS AGREEMENT AND AN INFRINGEMENT OF LICENSOR'S AND ITS THIRD PARTY LICENSOR(S)'S COPYRIGHT.

All disclosures shall identify the Data (the Arbitron PPM Data shall be identified as "PPM™ Data") and shall identify Licensor by name as the source of the disclosed Service and, if applicable, should identify the Market, survey period and kind of audience estimate or other data, and shall state that the Data or Report(s) quoted therein or Services used are copyrighted by the named Licensor and are subject to all limitations and qualifications disclosed by Licensor (Sourcing).**

Nothing herein shall limit Licensor's right to damages and/or to any and all other remedies that may be available to Licensor at law, in equity, or under this Agreement for any breach of this Agreement.

Unless otherwise provided by this Agreement or an Agreement Attachment, in the event a Report licensed hereunder for a particular Market is delivered after the expiration of the Term of this Agreement, Licensee's license to use that Report shall continue pursuant to the terms and conditions of this Agreement until the earlier of: (i) the release of the next Report for that particular Market or (ii) six (6) months after release of the Report.

If ordering Arbitron Data and/or Reports under this Agreement, Licensee may authorize a third party to produce software applications to process such Data and/or Reports licensed hereunder on Licensee's behalf, provided: a) that said third party is a current Licensor licensee in good standing who is authorized to process Data and/or Reports; and b) that all restrictions on the use of the Data and/or Reports provided under this Agreement shall apply with full force and effect to any data, estimates, reports or other output, in any form, containing or derived from the Data and/or Reports, produced by said third party for Licensee.

Licensee expressly acknowledges that all logos, trade names, trademarks or service marks and other such intellectual property, are the sole and exclusive property protected under various intellectual property laws, including but not limited to federal and state copyright laws of Licensor, and, where indicated, of other entities. Licensee agrees it shall not use any such intellectual property without the proper written consent of its owner.

Licensor expressly does not grant hereunder a license to publish or post any Data or Reports on any location on the Internet, World Wide Web or any other global communications network and Licensor expressly does not grant hereunder a license to combine, cross tabulate, index, model or in any way use the Data or Reports provided hereunder with data or software programs provided from any other source or with any other Arbitron data without Licensor's separate prior written consent.

Licensee understands that due to considerations of practicality and convenience, the media that contain the Data provided hereunder may contain Arbitron estimates and/or data in addition to the Data and Reports licensed hereunder. Licensee understands and agrees that it shall not in any manner, use, publish, copy or otherwise reproduce any such unlicensed Arbitron estimates and/or data provided by Licensor; nor shall Licensee disclose any such unlicensed Arbitron estimates and/or data to any of its employees, agents or to any third parties.

7. Confidentiality of Survey Participants: Licensee agrees that it will not try either before, during or after a survey, or in connection with any litigation, to determine or discover the identity or location of any Licensor survey participants. Licensee will under no circumstances directly or indirectly attempt to contact any such persons. Licensee agrees to promptly report to Licensor any evidence or indication that has come to Licensee's attention regarding the identity or location of any such persons and shall cooperate in good faith with any investigation related thereto. Licensee agrees to abide by Minimum Standard A9 (or any successor provision concerning confidentiality of survey participant) of the Media Rating Council and shall abide by any determination of the Media Rating Council concerning survey participant confidentiality. Licensee further agrees that Licensor may enjoin any breach of the above-stated obligations and shall have the right to damages or other remedies (including costs, expenses and reasonable attorneys' fees) available to it at law or hereunder.

8. Changes in Services; Rate Change:
(a) Licensor reserves the right to change at any time the geographical territory comprising any Market(s), its policies and procedures, its survey dates, survey length, survey frequency, sampling procedures, delivery schedules, methodology, method of Data or Report collection or delivery, provision of printed or electronic copies of Reports, Report content, Report titles, Report formats, or any other aspect of the Data and Reports or other Services provided hereunder and to cancel surveys and the preparation of Data, Reports and/or Systems or any other aspect of the Services provided. Licensor reserves the right not to publish any Data or Reports whenever, in its judgment, insufficient data are available to meet its minimum research standards or any event has jeopardized the reliability of the data. Licensor may, at any time during the Term of this Agreement, reduce the number of surveys conducted and/or Reports published for any Market and consequently reduce the number of Reports provided to Licensee and that in the event such reduction occurs, Licensee is not relieved of any of its obligations under this Agreement. In the event that any cause(s) prevents Licensor from conducting any survey in accordance with its methodology, schedules or other publications, Licensor reserves the right to publish abbreviated Reports. Licensee hereby consents to publication of such abbreviated Report(s) under such circumstances. Licensor reserves the right in its sole discretion to augment available data by means of expanded or extended samples. In addition, Licensor reserves the right from time to time to change, amend, enlarge or enhance the Systems, including the delivery mode, licensed hereunder and/or the analyses and reports that can be prepared with the Systems, in any manner from that which was initially delivered hereunder.

(b) Licensor may increase the License Charges hereunder at any time. In the event of such an increase for a reason other than as permitted elsewhere in this Agreement, Licensor shall give prior written notification to Licensee. Within the thirty (30) day period following such notice, Licensee may cancel the unexpired Term of this Agreement for only the services and markets for which Licensor has increased its License charges pursuant to such notice, by written notice pursuant to Section 12(b), without cancellation charge or other cost, effective on the date the increase would have become effective. In the absence of such timely cancellation, this Agreement shall continue and the new License Charges shall become payable in the month stated in Licensor's notice and thereafter.

9. Methodology: **LICENSOR MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS, NON-INFRINGEMENT OR TITLE CONCERNING THE SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO:**

(A) DATA GATHERED OR OBTAINED BY LICENSOR FROM ANY SOURCE;

(B) THE PRESENT OR FUTURE METHODOLOGY EMPLOYED BY LICENSOR IN PRODUCING DATA AND/OR REPORT(S) AND/OR SERVICES; OR

(C) THE DATA AND/OR REPORT(S) AND/OR SERVICES LICENSED HEREUNDER.

ALL DATA, REPORT(S) AND/OR SERVICES REPRESENT ONLY THE OPINION OF LICENSOR AND RELIANCE THEREON AND USE THEREOF BY LICENSEE IS AT LICENSEE'S OWN RISK. THE PPM RATINGS ARE BASED ON AUDIENCE ESTIMATES AND ARE THE OPINION OF ARBITRON AND SHOULD NOT BE RELIED ON FOR PRECISE ACCURACY OR PRECISE REPRESENTATIVENESS OF A DEMOGRAPHIC OR RADIO MARKET.

Initials here

** *Licensee should refer to the current regulations and guidelines of the federal government for further requirements concerning the manner of quoting audience estimates.*

THE SYSTEMS PROVIDED HEREUNDER ARE PROVIDED TO LICENSEE "AS IS – WHERE IS" AND RELIANCE THEREON AND USE THEREOF BY LICENSEE IS AT LICENSEE'S OWN RISK.

IN NO EVENT SHALL LICENSOR BE LIABLE FOR THE FAILURE OF ANY THIRD PARTY TO PROVIDE ANY DATA OR SERVICES IN CONNECTION WITH THE DATA, REPORTS, SYSTEMS AND/OR SERVICES LICENSED HEREUNDER.

10. Liabilities and Limitations of Remedies: **THE SOLE AND EXCLUSIVE REMEDY, AT LAW OR IN EQUITY, FOR LICENSOR'S AND/OR ANY THIRD PARTY DATA AND/OR SERVICE PROVIDER'S BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS, NON-INFRINGEMENT OR TITLE AND THE SOLE AND EXCLUSIVE REMEDY FOR LICENSOR'S AND/OR ANY THIRD PARTY DATA AND/OR SERVICE PROVIDER'S LIABILITY OF ANY KIND, INCLUDING WITHOUT LIMITATION LIABILITY FOR NEGLIGENCE OR DELAY WITH RESPECT TO THE DATA AND/OR REPORT(S) AND/OR SYSTEMS AND/OR ALL PERFORMANCE PURSUANT TO THIS AGREEMENT, SHALL BE LIMITED TO EITHER THE CREDITING TO LICENSEE OF A LIQUIDATED SUM IN THE AMOUNT OF, AT THE MAXIMUM AMOUNT, TWO THOUSAND DOLLARS ($2,000) FOR ANY CLAIM CONNECTED WITH THE DATA AND/OR REPORTS OR A REPLACEMENT OF THE DEFECTIVE ITEM FOR ANY CLAIM CONNECTED WITH THE SYSTEMS. IN NO EVENT SHALL LICENSOR AND/OR ANY THIRD PARTY DATA AND/OR SERVICE PROVIDER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL THEY BE SUBJECT TO INJUNCTIVE RELIEF WITH RESPECT TO THE PUBLICATION OF ANY DATA OR REPORT AND/OR ANY SYSTEM. LICENSEE UNDERSTANDS THAT THE SERVICES EITHER WOULD NOT BE PREPARED OR WOULD BE AVAILABLE ONLY AT A SUBSTANTIALLY INCREASED LICENSE CHARGE WERE IT NOT FOR THE LIMITATIONS OF LIABILITIES AND REMEDIES AS SET FORTH IN THIS SECTION.**

Licensee agrees that it will notify Licensor in writing of any alleged defect in any Data or Report or other Service within thirty (30) days after Licensee learns of said alleged defect. In the event that Licensee does not timely notify Licensor, then Licensee waives all rights with regard to the alleged defect. Licensee further agrees that any action to be brought by it concerning any Data or Report or other Service shall be brought not more than one (1) year after such Data or Report or other Service was originally published by Licensor.

In the event that either party commences litigation against the other party and fails to ultimately prevail on the merits of such litigation, the commencing party shall reimburse and indemnify the other party from any and all costs and expenses incurred with respect to such litigation, including reasonable attorneys' fees; provided, however, that this sentence shall not apply where Licensor commences litigation pursuant to Sections 3(b), 6 and 7 of this Agreement. This provision shall survive the termination of this Agreement.

11. Other Arbitron Services: If, during the Term of this Agreement, Licensee orders any Licensor applications software or any other Licensor service not licensed through any other Licensor agreement, Licensee hereby agrees that this Agreement shall be applicable with respect to all such services with the same force and effect as if printed out at length in a separate agreement executed by Licensee.

12. General:

(a) **Severability:** A question regarding the legality, enforceability or validity of any Section or part hereof shall not affect any other Section, and if any Section or part thereof is determined illegal, invalid, unconstitutional or unenforceable, that Section or part hereof shall be severed from this Agreement and the balance of this Agreement shall thereafter remain in full force and effect for the remainder of the Term.

(b) **Notices:** All notices to either party shall be in writing and shall be directed to the address stated at the end of this Agreement unless written notice of an address change has been provided. Any notices or other communications so addressed shall be deemed duly served if mailed postage prepaid by certified mail or overnight courier service.

(c) **Governing Law:** This Agreement shall be deemed to be an agreement made under, and to be construed and governed by, the laws of the State of New York, exclusive of its choice of law rules. The parties expressly agree that any and all disputes arising out of or concerning this Agreement or the Arbitron Data and/or Reports and/or Systems or other services licensed hereunder shall be litigated and adjudicated exclusively in state and/or federal courts located in either the State of Maryland or the State of New York, at Licensor's option, and each party consents to and submits to both such jurisdictions.

(d) **Entire Agreement; Modifications:** This Agreement, together with the Diary Market List, PPM Market List and any Agreement Attachments, constitutes the entire agreement between the parties concerning the subject matter hereof, notwithstanding any previous discussions and understandings, and shall not be deemed to have been modified in whole or in part except by written instruments signed hereafter by officers of the parties or other persons to whom the parties have delegated such authority.

(e) **Diary Data Change Orders:** During the Term of this Agreement, prior to each survey release (Winter, Spring, Summer, Fall) Licensee may elect to add or change the Markets initially designated on the attached Diary Market List provided that Licensee gives Licensor prior written notice at least thirty (30) days prior to shipment of the survey release for the Markets initially designated on the attached Diary Market List. In no event shall Licensee reduce the total number of Markets licensed pursuant to this Agreement below the total number of Markets set forth in the Diary Market List attached hereto. The attached Diary Market List will remain in effect until such time as timely written notice of change has been received by Licensor. Licensee agrees to pay the then current per-Market rate(s) in accordance with the payment terms mentioned in Section 3 of this Agreement for any Markets initially ordered in excess of the number of Markets licensed hereunder. Licensee further agrees that all other terms and conditions of this Agreement shall apply to any Diary Market change order.

(f) **Arbitron PPM Data Change Orders:** During the Term of this Agreement, prior to each PPM quarterly survey release Licensee may elect to add or change the Markets initially designated on the attached PPM Market List provided that Licensee gives Licensor prior written notice at least thirty (30) days prior to shipment of the quarterly survey release for the Markets initially designated on the attached PPM Market List. In no event shall Licensee reduce the total number of Markets licensed pursuant to this Agreement below the total number of Markets set forth in the PPM Market List attached hereto. The attached PPM Market List will remain in effect until such timely written notice of change has been received by Licensor. Licensee agrees to pay the then current per-market rate(s) in accordance with the payment terms mentioned in Section 3 of this Agreement for any Markets initially ordered in excess of the number of Markets licensed hereunder. Licensee further agrees that all other terms and conditions of this Agreement shall apply to any PPM Market change order.

(g) **Mode of Use:** Where use of a computer is necessary to access, receive and use any Service licensed under this Agreement, Licensee will obtain, from a vendor of its choice, computer equipment and an operating system conforming to the minimum specifications. Licensee acknowledges that if such conforming equipment and systems are not obtained, the Service may not operate properly.

(h) **Interruptions:** Licensee agrees that Licensor is not responsible for computer, Internet and/or telephonic communications interrupted by any Service failure, telephonic disruptions, weather, acts of God, force majeure or acts of third persons not connected with or controlled by Licensor; nor for any additional expenses incurred by Licensee for subsequent and/or additional computer runs necessitated by such disruptions or interruptions.

(i) **Authority to Enter Into Agreement:** Licensee warrants to Licensor that Licensee is a(n) Agency, that it will receive and use the Services licensed hereunder solely and exclusively in its legal capacity as such, and that it has full right, power and authority to enter into this Agreement and to carry out its obligations hereunder.

(j) Licensor may terminate this Agreement on written notice to

Initials here

Licensee, effective immediately, in the event that, for any reason, the Services contemplated hereunder are not produced by Licensor or if Licensor ceases to produce such Services, without penalty and without liability of any kind to Licensee and/or to third party beneficiaries, if any. In the event of a termination by Licensor as provided in this paragraph, Licensee shall receive a pro-rata refund of any License Charges paid and for which the corresponding Services were not delivered.

(k) In addition to its rights of termination stated elsewhere in this Agreement, Licensor may, for any reason, terminate this License Agreement for any or all markets in which the services are provided hereunder on thirty (30) days' written notice to Licensee. Licensee agrees that this Agreement shall continue for the markets and services not affected by such notice.

(l) The provisions governing payment of taxes, confidentiality of Services, limitation of liabilities, applicable law, waiver of jury trial, non-disparagement and confidentiality of respondents shall survive the termination of this Agreement.

(m) The failure of Licensor to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provisions unless evidenced by an instrument in writing duly executed by Licensor.

(n) **Waiver of Jury Trial:** EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUES, DEMANDS, ACTIONS, CAUSES OF ACTION, CONTROVERSIES, CLAIMS OR DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

(o) Licensee hereby expressly consents to: (i) Licensor sending to Licensee information advertising the various services that Licensor provides, whether or not such services are provided under this Agreement, via electronic messaging to include, but not limited to, e-mail, facsimile and text messages, and (ii) use of Licensee's name, call letters and/or logos in Licensor customer lists, promotional materials and/or press releases.

(p) In the event that a joint venture is formed between Licensor and another entity for the collection of Arbitron PPM Data, some of the services connected with this Agreement may be performed by such joint venture and Licensee hereby agrees to accept the Services provided hereunder.

(q) Licensee, its agents, employees, and affiliates hereby agree that they shall not: (i) make any oral, written or electronic statements or otherwise engage in any act that is intended or may reasonably be expected to harm the reputation, business, prospects, or operations of Arbitron or any of its officers, directors, stockholders, agents, affiliates, or employees, and/or (ii) disseminate any false information, whether spoken, written, or conveyed electronically, that is intended to disparage, humiliate and/or embarrass Arbitron, or otherwise reflect negatively on Arbitron, or cause Arbitron to be held in disrepute.

(r) Upon expiration of the license and/or this Agreement, Licensee expressly agrees to: (i) discontinue any use of and completely de-install and remove any Services such as software, data, reports, print-outs, publications, advertising materials, or the like, from all equipment and their premises including but not limited to computers, laptops, servers, websites, and/or electronic devices, used or controlled by Licensee and/or its employees, agents, or affiliates., and (ii) destroy all items (physical or electronic) related to the Services including but not limited to software, electronic or physical data sets, and/or electronic or physical reports whether located at its office or at another location. Licensee shall certify such destruction, discontinued use, and/or de-installation has occurred to Licensor in writing.

AGREED TO:

EXL Media Corp
LICENSEE

803 Tahoe Blvd, Suite 7
ADDRESS

Incline Village — NV — 89451
CITY — STATE — ZIP

BY (AUTHORIZED SIGNATURE)

Lisa Baggio
NAME (TYPE OR PRINT NAME OF PERSON SIGNING ABOVE)

Buyer — 12/12/12
TITLE — DATE

ACCEPTED BY:

CONTRACT MANAGER

1/11/13
DATE

Arbitron Inc.
9705 Patuxent Woods Drive
Columbia, Maryland 21046-1572

Initials here

Attachment to Master Advertising Agency/Advertiser License Agreement for Arbitron Diary and PPM™ Data and Estimates

Date of Proposal: December 12, 2012

This is an Attachment to the Master Advertising Agency/Advertiser License Agreement for Arbitron Diary and PPM™ Data and Estimates (the "Master License Agreement") dated December 12, 2012 between Arbitron Inc., a Delaware corporation ("Licensor") and EXL Media Corp ("Licensee"), and is for the term and Services specified below. The license granted for the Services specified herein is expressly subject to the Master License Agreement, and any terms and conditions stated below, or on the next page hereof. Licensee agrees to license the following Services from Licensor and to pay License Charges as set forth herein.

Annual Radio and/or Broadcast Billing Volume: _____

For use only by: EXL Media Corp

SQAD®: **Licensee ___ is/ ___ is not a subscriber to SQAD INC. data (See SQAD Section)**

Access Manager: Lisa Baggio

Ship to Address(es): 803 Tahoe Blvd, Suite 7
Incline Village NV 89451

Bill to Contact: Same

Bill to Address: Same

FULL SERVICE – RADIO DATA SERVICES ORDERED

Data Licensed	Contract Level	New, Renew, Replacement	License Start/ End Dates	Annual Rate Yr 1	Annual Rate Yr 2	Annual Rate Yr 3	Annual Rate Yr 4	Annual Rate Yr 5
Summary Level Radio Data				$	$	$	$	$
☐ Clearance access included; Processor(s) is/are: _____								
Respondent Level Radio Data				$	$	$	$	$
Radio Extra Site				$	$	$	$	$
Radio Data Possession				$	$	$	$	$
Meter/Diary DMA SDS				$	$	$	$	$
Meter/Diary DMA RLD				$	$	$	$	$
Other:				$	$	$	$	$
Other:				$	$	$	$	$

PPM DATA SERVICES ORDERED

Data Licensed	Contract Level	New, Renew, Replacement	License Start/ End Dates	Annual Rate Yr 1	Annual Rate Yr 2	Annual Rate Yr 3	Annual Rate Yr 4	Annual Rate Yr 5
Arbitron PPM™ Data				$	$	$	$	$
☐ Clearance access included; Processor(s) is/are: _____								
PPM™ RLD				$	$	$	$	$
PPM™ Extra Site Clearance Access				$	$	$	$	$
PPM™ Ethnic Data: ☐ Hispanic ☐ Black				$ $	$ $	$ $	$ $	$ $
Meter/Diary CSAR SDS				$	$	$	$	$
Meter/Diary CSAR RLD				$	$	$	$	$
Meter/Diary DMA SDS				$	$	$	$	$
Meter/Diary DMA RLD				$	$	$	$	$
Other:				$	$	$	$	$

© 2011, 2012 Arbitron Inc.

DIARY DATA SERVICES ORDERED

Data Licensed	Contract Level	New, Renew, Replacement	License Start/ End Dates	Annual Rate Yr 1	Annual Rate Yr 2	Annual Rate Yr 3	Annual Rate Yr 4	Annual Rate Yr 5
Radio Data				$	$	$	$	$
☐ Clearance access included; Processor(s) is/are:								
Extra Site RMR				$	$	$	$	$
RMR Extra Site Clearance Access				$	$	$	$	$
RMR Ethnic Data: ☐ Hispanic ☐ Black				 $ $	 $ $	 $ $	 $ $	 $ $
Respondent-Level Data				$	$	$	$	$
CD Possession (requires separate addendum)				$	$	$	$	$
County Coverage				$	$	$	$	$
RetailDirect®				$	$	$	$	$
Indirect Reports				$	$	$	$	$
NRD Data				$	$	$	$	$
Other:				$	$	$	$	$
Other:				$	$	$	$	$
Other:				$	$	$	$	$

SOFTWARE SERVICES ORDERED

Software Licensed	Contract Level	New, Renew, Replacement	License Start/ End Dates	Annual Rate Yr 1	Annual Rate Yr 2	Annual Rate Yr 3	Annual Rate Yr 4	Annual Rate Yr 5
PPM Analysis Tool℠				$	$	$	$	$
TAPSCAN™				$	$	$	$	$
Tapscan Systems Includes: ☐ TAPSCAN™ ☐ TAPSCAN™ + Web ☐ TAPSCAN™ + Web-NRD ☐ TVSCAN® ☐ MEDIAMASTER℠ ☐ QUALITAP℠ ☐ PRINTSCAN℠ ☐ ScheduleIt℠ ☐ TAPSCAN™ Qualitative								
MRP/SmartPlus®	SP	Renew	2/1/13-1/31/16	$8941	$8941	$8941	$	$
MRP Services Includes: ☒ SmartPlus® ☐ PrintPlus® ☐ MediaMix ☐ MarketMate-TV ☐ MarketMate-Radio ☐ NEWScope ☐ Brandfx® ☐ Local Rollup								
Custom Coverage℠				$	$	$	$	$
Media Professional℠				$	$	$	$	$
Extra Sites				$	$	$	$	$
Other:				$	$	$	$	$
Other:				$	$	$	$	$
Other:				$	$	$	$	$

Data Delivery: ☐ Arbitron Portal/Downloader ☐ ADE ☐ Tapmedia®
Software Delivery: ☒ Arbitron Portal/Downloader ☐ Tapmedia® ☐ Other: _____
Ship by overnight @ $14/each: ☐ At end of survey ☐ Daily
Note: *Specific market selections to be provided on the Market Lists.*

TRAINING/CONSULTING:

Total Training/Consulting Days: _____ @ $ / day or _____ @ $_____/half day = $ _____ + Out-of-Pocket Expenses for Travel, Hotel and Meals or $ _____

Initials here

BILLING OPTIONS

Billing Options	Billing Dates	First Invoice Due	Service Ordered	Surveys/Releases Included (First/Last)
☐ Annually ☐ Monthly ☒ Quarterly	**Feb, May, Aug, Nov**	**February 1, 2013**	SmartPlus	2/1/13-1/31/16
☐ Annually ☐ Monthly ☐ Quarterly				
☐ Annually ☐ Monthly ☐ Quarterly				
☐ Annually ☐ Monthly ☐ Quarterly				
☐ Annually ☐ Monthly ☐ Quarterly				
☐ Annually ☐ Monthly ☐ Quarterly				
☐ Annually ☐ Monthly ☐ Quarterly				
☐ Annually ☐ Monthly ☐ Quarterly				

See Page 8 for Terms & Conditions, Signatures.

Initials here

Terms and Conditions

Any use of a System that processes Arbitron Data and/or Reports requires a valid license for such Data and/or Reports.

Incorporation of Master License Agreement:

(a) All terms and conditions of the Master License Agreement are hereby incorporated herein by reference with the same force and effect as if printed at length herein and are applicable to any Service(s) provided hereunder.

(b) In order to receive a license to and access to any Service, Licensee must be licensed pursuant to the Master License Agreement.

In the event the Master License Agreement terminates, expires or becomes suspended for any reason, this Agreement and License(s) shall terminate, expire or become suspended concurrently therewith.

Mode of Use:

Where use of a computer is necessary to access, receive and use any Services licensed under this Agreement, Licensee will obtain, from a vendor of its choice, computer equipment and an operating system conforming to the minimum specifications. Licensee acknowledges that if such conforming equipment and systems are not obtained, the Services may not operate properly.

Interruptions:

Licensee agrees that Licensor is not responsible for computer, Internet and/or telephonic communications interrupted by any Services system failure, telephonic disruptions, weather, acts of God, force majeure or acts of third persons not connected with or controlled by Licensor; nor for any additional expenses incurred by Licensee for subsequent and/or additional computer runs necessitated by such disruptions or interruptions.

Restrictions on Licensee's Use:

(a) Licensee agrees that it will not provide, loan, lease, sublicense or sell in whole or in part the Arbitron Data and/or Reports and/or Systems, or computer software programs or data included with such Data and/or Reports and/or Systems, to any other party or entity in any form. This restriction extends to, but is not limited to, any and all organizations selling or buying time to or from Licensee and any and all organizations providing data processing, software or computer services to Licensee.

(b) Licensee agrees that it will not use the Arbitron Data and/or Reports under the control of computer programs written by its employees, agents or others except as permitted by the Master License Agreement. Licensor makes no commitment to disclose to others the structure, format, access keys or other technical particulars of the Arbitron Data and/or Reports and/or Systems.

SQAD. SQAD Inc. ("SQAD") is a third party processor providing data which is incorporated within the System and Services. Licensee is not required to have a license with SQAD, however, the level of Licensee's access to SQAD data in the System and Services is directly dependent upon whether or not Licensee has a separate license agreement with SQAD. By the signature of its authorized representative below, Licensee declares that the statement on page one regarding its relationship with SQAD is true and accurate as of the date hereof. If Licensee has declared that it is a subscriber to SQAD data, it affirms that it has entered into a written agreement with SQAD for SQAD data and expressly authorizes Arbitron to contact SQAD on Licensee's behalf, disclose Licensee's relationship with Arbitron hereunder and obtain confirmation of Licensee's SQAD license. Arbitron will contact SQAD from time to time for clearance purposes during the term. In the event that SQAD does not confirm Licensee's status, Licensee shall not receive access to the SQAD data in the System and Services. Licensee acknowledges that Arbitron is entitled to rely upon the representations of both Licensee and SQAD when determining whether to grant Licensee access to the SQAD data. Licensee hereby agrees to hold Arbitron harmless for any and all damages which may result from SQAD's delay in authorizing Licensee's access or from Arbitron's use of or reliance upon any information provided by SQAD or Licensee. This waiver includes, but is not limited to, all injury and all business or economic loss incurred in connection with Licensee's access or lack of access to the SQAD data.

Special Terms or Instructions: _____

Account Manager: Richardson#90

Account #: 15105

AGREED TO:

EXL Media Corp
LICENSEE

803 Tahoe Blvd, Suite 7
ADDRESS

Incline Village — NV — 89451
CITY — STATE — ZIP

BY (AUTHORIZED SIGNATURE)

Lisa Baggio
NAME (TYPE OR PRINT NAME OF PERSON SIGNING ABOVE)

Buyer — 12/12/12
TITLE — DATE

ACCEPTED BY:

CONTRACT MANAGER

1/11/13
DATE

Arbitron Inc.
9705 Patuxent Woods Drive
Columbia, Maryland 21046-1572

Initials here

"SIGNATURES REQUIRED ON PAGES 4 & 8"

INVOICE: FIRST REQUEST

KANTAR MEDIA

Date: 4/1/14
Invoice Number: 03603820

APR 07 REC'D

Kantar Media SRDS (Standard Rate and Data Service)
www.srds.com
Phone: 800.851.7737
Fax: 847.375.5001

Bill to: Account Number: 000000800406
EXL MEDIA CORP
AERA NEUMANN
803 TAHOE BLVD STE 7
INCLINE VILLAGE, NV 89451-7494

Billing Policy
Invoices are issued upon purchase or renewal authorization date.
Terms: Net 30 Days

Kantar Media SRDS Tax ID: 22-3552868

Questions? Contact your rep: Jacki Premak
Jacki.Premak@kantarmedia.com
847.375.5181

SRDS Media Databases	Concurrent Users	Term Length	Expire Date
Business Publication Media (online)	1	365 days	3/31/2015
Consumer Magazine Media (online)	1	365 days	3/31/2015
Digital Media: Websites (online)	1	365 days	3/31/2015
Newspaper Media (online)	1	365 days	3/31/2015
Out of Home Media (online)	1	365 days	3/31/2015

Make checks payable in U.S. dollars to:

Kantar Media SRDS
P.O. Box 8500-9556
Philadelphia, PA 19178-9556

Payment Applied	$ 0.00
Subtotal	$ 4,004.00
Sales Tax	$ 0.00
Shipping & Handling	$ 0.00
TOTAL	**$ 4,004.00**

SRDSCMB2
B4131

DEC 12 REC'D

Media Framework, LLC
Federal ID: 06-1565663
24 East Avenue #1370
New Canaan, CT 06840

(203)801-5228

Media Framework

Invoice

Date	Invoice No.
12/05/2013	34685
Terms	**Due Date**
Due on receipt	12/05/2013

Bill To
Ms. Wendy Hummer EXL Media 803 Tahoe Boulevard #7 Incline Village, NV 89451-9331

Amount Due	Enclosed
$1,985.00	

Please detach top portion and return with your payment.

Activity	Quantity	Rate	Amount
• Snapshots Market Profiles Renewal • February 10, 2014 through February 9, 2015	1	1,985.00	1,985.00
		Total	$1,985.00

Please make checks payable to Media Framework, LLC

Lisa Baggio

From: kathryn@precisiontrak.com
Sent: Monday, July 28, 2014 10:30 AM
To: Lisa Baggio
Subject: Invoice From PrecisionTrak.com

Please print and mail invoice to the address listed below.

PrecisionTrak

M Street Corp., PO Box 742263, Atlanta, GA 30374-2263
Phone: (800) 248-4242 Ext. 700

INVOICE

ID#: 17547
Date:
Company ID: 12173

Bill To	Ship To
EXL Media Lisa Baggio 803 Tahoe Blvd Ste 7 Incline Village NV 89451-9331	EXL Media Lisa Baggio 803 Tahoe Blvd Ste 7 Incline Village NV [SZIP]

Product	Details	Price
Radio Datatrak Subscription period: 7/30/2014-7/30/2015		918.00

Total due upon receipt: $918.00

To Renew Your Subscription:(If you have already sent payment for these products, please disregard this notice.)

M Street Corp. Tax ID: 54-1526578

[ ] My check is enclosed for the amount of $_____ (please make check payable to M Street Corp.)
[ ] Please charge my credit card for the amount of $_____.
AMEX VISA MASTERCARD
Card Number: _____ Exp. Date _____
Name on Card: _____
Signature of Card Holder: _____

PAID

Invoice

Invoice Date: 10/1/2014

SQAD

Invoice #: 0058616-IN

Payment Due
Upon Receipt

OCT 2 0 REC'D

Bill To: 0033076
Wendy Hummer, Pres
EXL Media
803 Tahoe Boulevard #7
Incline Village, NV 89451

Ship To: NV
Wendy Hummer, Pres
EXL Media
803 Tahoe Boulevard #7
Incline Village, NV 89451

Contract Dates: From 12/1/2014 through 11/30/2015

Product	Qty		Amount
MEDIA MARKET GUIDE-Local 1 issue	1	$	415.00

Gross Invoice:	$	415.00
Less Discount:	$	0.00
Freight:	$	0.00
Sales Tax:	$	0.00
Invoice Total:	$	415.00

Thank you for your business!

Remit Payment: SQAD LLC, 303 South Broadway, Suite 210, Tarrytown, NY 10591-5410
Credit Cards Accepted. Call 914-703-6802.
914-524-7600 FAX 914-524-7650