



Broadcast Tools and Services Agreement

<input type="checkbox"/> New Business	Customer Blue Mountain Translator District	<input type="checkbox"/> Bill Parent Co.
<input checked="" type="checkbox"/> Renewal/Extension	Parent Co.	<input checked="" type="checkbox"/> Bill Indiv. Stations

Customer		TitanTV, Inc	
Main Contact		Sales Contact	
Name:	Alex McHaddad	Name:	Heidi Steffen
Phone:	(541) 963-0196	Phone:	(319) 739-3114
Email:	bmttd.org@gmail.com	Email:	hsteffen@titantv.com
Accounting Contact		Accounting Contact	
Name:	Alex McHaddad	Name:	Bailey Green
Phone:	(541) 963-0196	Phone:	319-739-3130
Fax:		Fax:	608-288-3210
Email:	bmttd.org@gmail.com	Email:	accounting@titantv.com
Billing Address:	PO Box 901 La Grande, OR 97850	Billing Address:	PO Box 258108 Madison, WI 53725-8108

Station	Broadcast Products	Major/Minor(s) or notes	Price	Start Date	End Date
Blue Mountain Translator District	NextGen Guide Tier 1	w/ no ads	\$500	12/01/2020	11/30/2021
TOTAL			\$500		

Additional Notes
<p>This Agreement is a binding contract governed by the attached Terms and Conditions. Each party acknowledges that is has received, read and agrees to be bound by the attached Terms and Conditions. <i>TitanTV may cancel this Agreement if Customer does not sign by 11/30/2020</i></p>

Customer		TitanTV, Inc	
Name & Title:		Name & Title:	
Signature:		Signature:	
Date:		Date:	

Pre-Payment Required



Terms and Conditions

This Agreement is entered into by and between TitanTV, Inc. ("TITANTV") and Customer, as of the Contract Start Date. To the extent there is a conflict between the Order Form and these Terms and Conditions, these Terms and Conditions shall control.

1. **Definitions.** As used herein: "Customer" refers to the entity listed on the Order Form, together with its affiliate parent company; "Order Form" refers to the form attached to these Terms and Conditions; "Agreement" refers to the Order Form and these Terms and Conditions; "Service" refers to each service listed on the Order Form; "Station" refers to the specific television station listed on the Order Form that may receive the associated Service from TITANTV. Additional capitalized terms have the meaning ascribed to such capitalized terms on the Order Form or as otherwise defined in these Terms and Conditions.

2. **Services Provided.** TITANTV has developed and maintains an Internet site known as titantools.titantv.com (the "Site") and provides within this Site various applications, including but not limited to MediaStar, Locate Viewer, PSIP tools, PSIP data service, and ESG data service. TITANTV is also a provider of a program listings data service in formats to be displayed on television station websites, including but not limited to Guide, TTV Listings, and What's On. TITANTV will only provide access to the Service(s) listed on the Order Form, and then only to the Station associated with those Service(s) as indicated on the Order Form. If a PSIP data service is listed on the Order Form, such PSIP data service is limited only to the number of television station sub-channels listed on the Order Form for that PSIP data service. TITANTV shall retain all rights and interests in its Web sites, patents, trademarks, copyrights, trade secrets, and other intellectual property. TITANTV may display within each Service notices regarding its intellectual property rights. Customer shall not authorize, use, analyze, reverse engineer, translate, convert, or apply any procedure or process to any Services to ascertain, derive, and/or appropriate for any reason or purpose, the source code or algorithms enabling the Services or any trade secret, information or process contained therein. The parties acknowledge and agree that this Agreement and the relationship between the parties are non-exclusive. Notwithstanding the foregoing, Customer may not use the Services (or any data contained within the Services) for use in combination with any service or product provided by any entity other than TITANTV, without TITANTV's express written permission.

3. **Payment.** TITANTV will invoice Customer on an annual basis, unless indicated otherwise on the Order Form. For a Service with a duration of less than one year, TITANTV may invoice Customer for the associated fee as of the applicable Start Date. All fees are assessed based solely on TITANTV's records. TITANTV will send invoices electronically to the Customer Billing Contact listed on the Order Form. Customer shall pay TITANTV within thirty (30) days of Customer's receipt of TITANTV's invoice. If payment is not made within such thirty (30) day period, TITANTV shall have the right to impose interest on the amounts overdue at the lesser of 2.5% per month or the highest rate allowed by law. If payment is not made within a within a forty-five (45) day period from date of invoice, TITANTV shall have the right in its sole discretion and without further notice to: (a) suspend any or all Services until such time as all past-due invoices are paid, and/or (b) terminate this Agreement. If Customer has authorized credit card payment, Customer shall promptly complete TITANTV's credit card authorization form and return it to TITANTV's Billing Contact. TITANTV may require Customer's pre-payment prior to provision of any Service, as indicated by a checked box at the bottom of the Order Form. In addition to the fees due pursuant to the Order Form, Customer shall be liable for all local, state and federal sales, use, withholding, excise, personal property, value-added, or other similar taxes, assessments or duties which may now or hereafter be imposed upon this Agreement or which are based on or in any way relating to this Agreement or any Services related thereto, excluding, however, taxes measured on TITANTV's income. Customer shall pay or reimburse TITANTV for any such taxes, and TITANTV may add such taxes to the invoices TITANTV submits to Customer. Customer agrees to indemnify Provider as to all such taxes.

4. **Term; Termination.** This Agreement is effective as of the earliest Start Date listed on the Order Form and the initial term shall continue until the latest End Date. Thereafter, the Agreement will auto-renew for successive one (1) year terms, with the first one starting the date following the latest End Date listed on the Order Form, unless Customer or TITANTV provides written notice of termination to the other party at least 30 days prior to the latest End Date or the end of the then-current auto renewed term. Each auto-renewed term shall have a 3% increase over the previous term in all Amounts. Customer may receive a Service only during the applicable duration period listed on the Order Form for that Service. A party may terminate this Agreement, effective immediately, if the other party fails to cure a material breach of this Agreement within thirty (30) days after receiving written notice thereof. A party may terminate this Agreement, effective immediately, if the other party should become the subject of any voluntary or involuntary bankruptcy, receivership, or other insolvency proceedings or make an assignment or other arrangement for the benefit of its creditors, or if such party should be nationalized or have any of its material assets expropriated. Any Customer liability that accrues before termination shall survive such termination. Upon termination of this Agreement, TITANTV shall terminate the Services to Customer, and Customer shall return, erase, or destroy all copies, in its possession or control, of TITANTV's intellectual property and related documentation, including but not limited to any Confidential Information.

5. **Mutual Representations and Warranties.** Each party represents and warrants that it has a right to enter into this Agreement and that the execution of and performance of this Agreement and the consummation of the transactions contemplated by this Agreement: (i) have been



duly authorized by the requisite action on the part of the party; and (ii) do not violate or breach, and will not result in the termination, and do not require the modification, amendment, or renegotiation, of any other agreement binding upon the party.

6. **DISCLAIMER OF WARRANTIES.** ALL SERVICES ARE PROVIDED "AS IS." TITANTV MAKES NO REPRESENTATION, WARRANTY OR COVENANT REGARDING THE QUALITY, FITNESS OR CONTENT OF ANY SERVICE. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 5 OF THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY DISCLAIMS, ALL WARRANTIES, EXPRESS OR IMPLIED AS TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITING CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER AND EXCEPT FOR A BREACH OF CONFIDENTIALITY OBLIGATIONS BY CUSTOMER, NEITHER PARTY, NOR ITS AFFILIATES, CONTRACTORS, EMPLOYEES OR AGENTS, SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA, DAMAGES TO SOFTWARE OR FIRMWARE, OR COST OF PROCURING AND TRANSITIONING TO SUBSTITUTE SERVICES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, AND REGARDLESS OF WHETHER A PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY. THE TOTAL AGGREGATE LIABILITY AND OBLIGATIONS OF TITANTV TO CUSTOMER ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL PAYMENTS PAID TO TITANTV BY CUSTOMER IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

7. **LIMITATION OF LIABILITY.** WITHOUT LIMITING CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER AND EXCEPT FOR A BREACH OF CONFIDENTIALITY OBLIGATIONS BY CUSTOMER, NEITHER PARTY, NOR ITS AFFILIATES, CONTRACTORS, EMPLOYEES OR AGENTS, SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA, DAMAGES TO SOFTWARE OR FIRMWARE, OR COST OF PROCURING AND TRANSITIONING TO SUBSTITUTE SERVICES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, AND REGARDLESS OF WHETHER A PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY. THE TOTAL AGGREGATE LIABILITY AND OBLIGATIONS OF TITANTV TO CUSTOMER ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL PAYMENTS PAID TO TITANTV BY CUSTOMER IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

8. **Indemnification.** Notwithstanding the limitations in Section 7, Customer shall indemnify, defend and hold harmless TITANTV, its third party suppliers, and their respective affiliates, assigns, directors, officers, agents and employees from and against any loss, claim, judgment, fine, penalty, liability, damage, action, or cause of action (including reasonable attorneys' fees) resulting from a third party claim related to: (a) any breach or alleged breach by Customer of its representations and warranties made in this Agreement; or (b) Customer's negligence, reckless act, or willful misconduct.

9. **Nondisclosure.** Customer agrees that it will restrict transmission of information identified by TITANTV as confidential ("Confidential Information") to those of its officers, directors, employees, independent contractors and advisors as have a need to know, and will not disclose such information to any third party without the express written consent of TITANTV, except to the extent that Customer can prove through prior written records that such information (a) was known to the public or the Customer prior to such disclosure; (b) becomes known to the public through no fault of Customer; (c) was disclosed to Customer by a third party having a legal right to make such disclosure; (d) was required to be disclosed in compliance with a government regulation or order, provided that Customer shall notify TITANTV in advance of any such disclosure, if feasible; or (e) was developed independently of such Confidential Information. Customer acknowledges that unauthorized disclosure or use of Confidential Information will cause immediate and irreparable harm to TITANTV. Accordingly, TITANTV will have the right to seek and obtain preliminary and final injunctive relief to enforce this Agreement in case of any actual or threatened breach, in addition to other rights and remedies that may be available to TITANTV.

10. **Miscellaneous.** Sections 1 and 5-10 shall survive any expiration or termination of this Agreement. Any notice shall be in writing and delivered by receipted courier service, by certified first class mail, by fax, or by electronic mail to the email addresses specified on the Order Form. TITANTV's address as of the earliest Start Date is 300-B Collins Road NE, 2nd Floor, Cedar Rapids, IA 52402. Customer's address as of the earliest Start Date is on the Order Form. All electronic notices to TITANTV regarding this Agreement shall include legal@titantv.com. Each party, provided it uses reasonable efforts to avoid or mitigate any such delay, shall be excused for delays in performance, other than delays in payments of any amounts payable by one party to the other, due to acts of God, or acts of the other party, due to interruption or changes in the operation or functionality of the Internet, or due to any other cause to the extent beyond the parties' reasonable control; provided that if such delay shall continue for more than three (3) months, then either party shall have the right to terminate this Agreement upon written notice to the other party. A party may assign all of its rights and obligations under this Agreement to a third party without the express prior written consent of the other party, in the instance of a merger, company sale, sale of business operations, line of business sale, or acquisition of the assigning party; provided, however, that the third party assumes all of the assigning party's obligations under this Agreement. This Agreement will be binding upon and inure to the benefit of the parties' permitted successors and assigns. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, without regard to its conflict of law rules. The parties hereby consent to the exclusive jurisdiction of the state and federal courts located in Dane County, Wisconsin. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover reasonable costs and attorneys' fees. No agency, partnership, joint



venture, or employment is created between Customer and TITANTV. Neither party is authorized to create any obligation, express or implied, on behalf of the other party, nor exercise any control over the other party's methods of operation. If any provision of this Agreement will be found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions. This Agreement may be executed in counterparts, both of which taken together shall constitute one single Agreement between the parties. This Agreement may be executed via facsimile or via emailed PDF-format document (or other mutually agreeable document format), and a facsimile or emailed copy of either party's signature shall be deemed and be enforceable as an original thereof. TITANTV may issue a mutually-agreed upon press release disclosing the relationship established by this Agreement and may identify Customer as a purchaser of Services. This Agreement may not be amended except by a written instrument executed by the parties. A waiver or consent given by either party on any one occasion will be effective only in that instance and will not be construed as a consent, bar or waiver of any right on any other occasion. This Agreement constitutes the entire agreement between the parties concerning the subject matter and supersedes all proposals, oral or written, all negotiations, conversations, and/or discussions between the parties relating to this Agreement and all past courses of dealing or industry custom.

Signature:

Email:

Title:

Company:

Signature:

Email:

Title:

Company: