MARK D. LEVY
VICE PRESIDENT/GSM OF EDUCATIONAL SERVICES
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ezAuction Agreement

THIS AGREEMENT is made as of August 13, 2009 between (“Owner”) owner and operator of the following radio stations in the market (each, a “Station”), hereafter referred to as The Station and the Radio Advertising Bureau, hereafter referred to as the RAB. In exchange for good and valuable consideration, the receipt of which is hereby acknowledged, and for the mutual promises made and those contained herein, the parties each intending to be legally bound do hereby agree as follows with regards to RAB’s ezAuction online auction system (hereafter referred to as The Service).

1. **Station must remain a member of the Radio Advertising Bureau to be eligible to participate in the Service. Failure to maintain membership will result in cancellation of the Service 30 days after the effective date of membership termination.**
2. **The Service as provided by RAB will include the following with respect to the Auction Sites (as hereinafter defined)…**
    - **One unique customized auction web site (each, an “Auction Site) for each Market.**
    - **Special secure online management interface to manage and run all auctions functions including item management, listener registration, full report services for proper accounting including receivables and credit reports, image hosting, email notifications, and all other functions related to the delivery and administration of the Service.**
    - **Full technical support from 7am to 6pm central time Mon- Fri and 24/7 for emergency issues.**
    - **Complete hosting.**
    - **The option to add online credit card processing services from Verisign.**
    - **The option to use a centrally hosted 128-bit SSL pages for secure credit card data processing.**
    - **The availability of further custom programming at a low membership rate of $35/hr. for any unique needs.**
    - **Full backup of the Auction Site everyday.**
3. **RAB will further assist Owner’s participating stations, managers and sellers with consultation, sample materials and user guides related to sale and execution of the Service at no additional cost.**
4. **Owner may use the Service to manage and sell any legal product or service on behalf on their advertising clients deemed appropriate by Owner.**
5. **RAB assumes no responsibility, financial or otherwise for items sold using the Service.**

6. **All listener data such as customer names, addresses, email addresses, etc. will remain the sole property of Owner. RAB will have no claims to this information and will not use this information except in the furtherance of its obligations hereunder.**
7. **All financial information generated by the use of the service will remain strictly confidential and the property of Owner, only used by RAB to determine program revenue for the purposes of billing for service use.**
    a. **Fees: Owner will pay RAB a monthly usage fee of $100 per month plus 6% of program revenue generated by the Service, capped at a total of $300 per month, including the $100 fee. For the purposes of this agreement, revenue is defined as the totaled selling price of given items. Where the Service is used for special events, this will be total revenue for the given event less sales tax when applicable. Revenue will be calculated on a monthly basis and billed on calendar month, less sales tax and any necessary adjustments for item returns. RAB will invoice Owner for all fees associated herewith.**
    b. **Audit: RAB will maintain complete, clear and accurate records including sales, revenues and impression records in connection with the performance of this Agreement. Owner will have the right, at its expense and upon reasonable notice, to conduct a reasonable and necessary inspection of portions of the books and records of the other party which are relevant to RAB's performance pursuant to this Agreement.**
8. **Owner is responsible for any and all fees to credit card companies, bank fees, processing and gateway fees associated with the use of ezAuction.**
9. **This agreement covers arrangements between RAB and Owner. All other agreements between Owner, its advertisers and/or auction customers are the sole responsibility of Owner.**
10. **This is a one year agreement that may be terminated by either party with 60-day written notice to the other party.**
11. **The terms of this agreement are strictly limited to the service and does not limit or restrict the Radio Advertising Bureau or Owner of their respective rights to produce and/or market any other product or program during or after the period of this agreement.**
12. **In the event of termination of this agreement, Owner reserves ownership of their program titles, sales literature, graphics and data generated by the service as it relates to the station. Owner financial data will be removed from the Service and electronically delivered in a timely manner.**
13. **RAB shall hold in confidence all financial information and listener data generated by the use of the Service ("Confidential Information") which is marked as confidential or proprietary, or which ought to be treated as confidential given the circumstances surrounding disclosure. RAB agrees to take precautions to prevent any unauthorized disclosure or use of Confidential information consistent with precautions used to protect its own confidential information, but in no event less than reasonable care.**
14. **RAB represents and warrants that: (i) it has, and will retain during the term hereof, all necessary rights, title and authority to enter into and fulfill its obligations under this agreement, (ii) there are no restrictions, agreements or understandings whatsoever to which it is a party that would prevent or make unlawful its execution of this agreement or its engagement hereunder and (iii) the Service does not infringe on the rights of any third party.**
15. **RAB will indemnify and hold Owner and its respective affiliated and related entities and each of their respective shareholders, officers, directors, agents, employees, representatives, successors and heirs harmless from and against any and all claims, debts, demands, obligations, costs and expenses (including, but not limited to reasonable outside attorney's fees and disbursements) arising out of or resulting from (i) any negligent act or omission or willful misconduct of RAB in the**

course of performing its obligations under this agreement, (ii) any material breach by such party of any representation, warranty or agreement made by such party in this agreement, and (iii) any violation of applicable law, rule or regulation.

This agreement has been prepared to establish the guidelines for the use of RAB's ezAuction Service. It is not intended to cover every detail of the project or the relationship between the parties, but to provide a general understanding of our cooperative effort to produce and market what we believe will be an important revenue generating program.

We look forward to a long, enjoyable, and mutually profitable partnership on this important project.

Name: Mark D. Levy	**Name**_____ **Please print**
_____	_____
Signature **Date**	**Station Partner Signature** **Date**
Title:VP/GSM	**Title:**_____
The Radio Advertising Bureau	**Company**_____
1320 Greenway Drive, Suite 500	**Address**_____
Irving, TX, 75038	**City**_____**St**___**Zip**_____
Phone: 972 753 6756	**Phone**_____
Email: mlevy@rab.com	**Email**_____