

A.I.M. Framework Radio Sales Training Program

License & Broadcast Trade Agreement

This License and Broadcast Trade Agreement (the “Agreement”) is entered into as of the date last signed below (the “Effective Date”), by and between **Chuck McKay**, d/b/a A.I.M. Framework (“Licensor”), located at Noblesville, Indiana, and the radio broadcasting organization identified in the signature block below (“Licensee”).

The parties agree as follows:

SECTION 1

Definitions

1.1 “Licensor Materials” means all video training modules, participant workbooks, facilitator guides, sales manager guides, and any supplementary materials created by Chuck McKay and associated with the A.I.M. Framework Radio Sales Training Program, as made available to Licensee pursuant to this Agreement.

1.2 “License Period” means the thirty-six (36) month period beginning on the Effective Date.

1.3 “Participating Stations” means those radio stations within Licensee’s cluster that are identified in Exhibit A to this Agreement.

1.4 “Spots” means sixty (60) second commercial broadcast units aired on the Participating Stations in accordance with Section 3 of this Agreement.

SECTION 2

License Grant

2.1 Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a limited, non-exclusive, non-transferable, non-sublicensable license to access, download, and use the Licensor Materials solely for the purpose of internal sales training of Licensee’s own employees during the License Period.

2.2 Licensee may reproduce the Licensor Materials solely to the extent necessary to provide one (1) printed participant workbook per enrolled employee per session. No other reproduction, distribution, or copying of the Licensor Materials is permitted.

2.3 All rights not expressly granted herein are reserved by Licensor. The Licensor Materials remain the sole and exclusive intellectual property of Chuck McKay. This Agreement conveys no ownership interest of any kind to Licensee.

SECTION 3

Broadcast Trade Consideration

3.1 Spots Per Station. In lieu of cash payment, Licensee agrees to provide Licensor with two hundred (200) sixty-second (60”) commercial broadcast units (“Spots”) on each Participating Station identified in Exhibit A. The total number of Spots shall equal 200 multiplied by the number of Participating Stations.

3.2 Spot Specifications. Each Spot shall conform to the following requirements:

- Length: sixty (60) seconds.
- Scheduling: twenty (20) Spots per station per week, Monday through Friday.
- Daypart: between 6:00 a.m. and 7:00 p.m. local time.
- Distribution: four (4) Spots per broadcast day across the standard weekday schedule.
- Content: commercial copy to be supplied by Licensor. Licensor shall deliver broadcast-ready audio files no fewer than five (5) business days prior to the scheduled air date.

3.3 Scheduling. Licensee’s traffic department and Licensor shall agree upon a mutually acceptable commencement date for the Spot schedule within thirty (30) days of the Effective Date. Licensor acknowledges that Spots will be scheduled in unsold inventory and that Licensee makes no guarantee of specific time placement within the agreed daypart.

3.4 Makegoods. In the event any scheduled Spots are preempted, Licensee shall provide equivalent makegood Spots within the same daypart and within fifteen (15) days of the preempted air date.

3.5 Reporting. Licensee shall provide Licensor with affidavits of performance (or equivalent traffic reports) confirming delivery of Spots on a monthly basis throughout the term of this Agreement.

SECTION 4

Delivery of Licensor Materials

4.1 Upon execution of this Agreement by both parties, Licensor shall provide Licensee with access credentials or download links to all Licensor Materials within two (2) business days.

4.2 Licensor shall make commercially reasonable efforts to keep the Licensor Materials current and to notify Licensee of any material updates made available during the License Period.

SECTION 5

Restrictions & Permitted Use

Licensee agrees that it shall not, and shall ensure that its employees do not:

- Share, distribute, resell, sublicense, or otherwise transfer the Licensor Materials, or any portion thereof, to any third party.
- Use the Licensor Materials to train employees of any entity other than Licensee.
- Reproduce, copy, or adapt the Licensor Materials beyond the limited printing right granted in Section 2.2.
- Remove, alter, or obscure any copyright, trademark, or proprietary notice contained in or accompanying the Licensor Materials.

- Use the name, likeness, or marks of Chuck McKay or A.I.M. Framework in any external marketing, advertising, or public communication without prior written consent of Licensor.

SECTION 6

Term & Termination

6.1 Term. This Agreement commences on the Effective Date and continues for thirty-six (36) months unless earlier terminated in accordance with this Section.

6.2 Termination for Cause. Either party may terminate this Agreement upon thirty (30) days' written notice if the other party materially breaches any term of this Agreement and fails to cure such breach within the notice period.

6.3 Termination for Spot Non-Delivery. If Licensee fails to deliver the agreed Spots in accordance with Section 3 and does not cure such failure within fifteen (15) days of written notice from Licensor, Licensor may terminate this Agreement immediately and demand payment of the then-current cash equivalent for the training program.

6.4 Effect of Termination. Upon termination or expiration of this Agreement: (a) all license rights granted herein immediately cease; (b) Licensee shall promptly destroy or delete all digital copies of the Licensor Materials and certify such destruction in writing; and (c) any Spots not yet aired shall be forfeited unless otherwise agreed in writing.

SECTION 7

Representations & Warranties

7.1 Licensor represents and warrants that:

- Licensor has full authority to enter into this Agreement and to grant the license rights herein.
- The Licensor Materials, to Licensor's knowledge, do not infringe the intellectual property rights of any third party.

7.2 Licensee represents and warrants that:

- Licensee has full authority to enter into this Agreement and to fulfill its obligations hereunder.
- Licensee holds all necessary licenses and authorizations to operate the Participating Stations and to air the Spots as contemplated herein.

SECTION 8

Disclaimer & Limitation of Liability

8.1 THE LICENSOR MATERIALS ARE PROVIDED "AS IS." LICENSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT USE OF THE LICENSOR MATERIALS WILL RESULT IN ANY PARTICULAR SALES OUTCOME OR REVENUE INCREASE.

8.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 Licensor’s total aggregate liability under this Agreement shall not exceed the fair market value of the Spots agreed to in Exhibit A, as mutually determined by the parties.

SECTION 9

General Provisions

9.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its conflict of law provisions.

9.2 Entire Agreement. This Agreement, together with Exhibit A, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions, representations, or agreements, whether oral or written.

9.3 Amendments. No amendment to this Agreement shall be binding unless made in writing and signed by authorized representatives of both parties.

9.4 Severability. If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

9.5 Notices. All notices under this Agreement shall be in writing and delivered by email with confirmation of receipt, or by certified mail to the addresses set forth in the signature block below.

9.6 Waiver. Failure by either party to enforce any right under this Agreement shall not constitute a waiver of that right.

SIGNATURES

Agreement & Authorization

By signing below, each party agrees to be bound by the terms of this Agreement.

LICENSOR	LICENSEE
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date
Email / Phone	Organization / Station Cluster

EXHIBIT A

Participating Stations & Spot Schedule

Complete the table below to identify each station participating in this Agreement. The total trade consideration equals 200 Spots per station.

#	Call Letters	Format	Market	Frequency / Band	Spots (200)
1					200
2					200
3					200
4					200
5					200
6					200
Total Spots (200 × number of Participating Stations)					_____

Spot schedule commencement date (to be agreed within 30 days of Effective Date):

Agreed Commencement Date:

Note: This Agreement has been reviewed as a business document only and does not constitute legal advice. Chuck McKay recommends that both parties consult independent legal counsel before execution.