

CONTENT AGREEMENT

MCS 11/18/20

THIS CONTENT AGREEMENT ("Agreement") is made as of ~~December~~ ^{November} 18, 2020 ~~2019~~, between **Cow-Power Media Productions Company** ("Licensee") and **The First Unitarian Society of Madison** ("Content Provider").

WHEREAS the Licensee is awaiting consent from the Federal Communications Commission ("FCC") to acquire Low Power FM Radio Station, WMUU-LP (Facility Identification Number 197230), Madison, Wisconsin ("Station") and wishes to make arrangement for certain content for the Station's broadcasts in preparation for future ownership of the Station, which can only occur after grant of an assignment application by the FCC;

WHEREAS Content Provider desires to make certain programming it produces ("Content") available when the Licensee actually receives FCC Consent and acquires the Station;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree:

1. Subject Matter: The Licensee shall acquire rights and shall broadcast the Content Provider's Content live, as follows:
 - (a) All of the Content Provider's "Sunday Morning Worship Services."
 - (b) "Additional Worship Services," such that the total amount of such programming, including both Sunday Morning and other Worship Services shall not exceed 11 hours of Station airtime per week.
2. Pre-Broadcast Notification: The Content Provider shall notify the Licensee at least thirty days in advance of any planned Content availability to be broadcast pursuant to this Agreement other than the herein specified Sunday Morning Worship Services. Absent such notice, the Licensee is not obligated to broadcast but, at its sole discretion, may broadcast such additional Content beyond the regularly scheduled Sunday Morning Worship Services.
3. FCC Rules and the Communications Act: The Licensee shall make every commercially reasonable effort to provide air time for the Content, subject to a Licensee's statutory right and responsibility to preempt or choose other programming to meet the public interest. ("Public Interest Decision"). Any such Public Interest Decision shall be made solely by the Licensee, consistent with FCC Rules and the Communications Act of 1934, as amended ("Act"). The parties expressly state their knowledge that FCC Rules and the Act require the Licensee to maintain its Public Interest Decision discretion when contracting for

programming. Should future changes to FCC Rules or the Act (whether through amendment, repeal or replacement), allow contractual agreements that compel the Licensee to broadcast the Content on the Station, this Agreement will then be interpreted to so provide. But absent such regulatory or statutory change, all Content broadcasts shall be subject to the Licensee's Public Interest Decision-making.

4. Renewable Ten Year Term: This Agreement shall be in force for ten years from the date the Licensee consummates acquisition of the Station, as such consummation is defined by the FCC. This Agreement shall be automatically renewed every ten years unless (a) either party gives one-year written notice of termination, or (b) the Station permanently ceases to operate, or (c) the Station is assigned to a third party, or (d) the Content Provider no longer exists, or (e) the Content Provider no longer conducts Worship Services of the type and at the times specified herein.
5. Required Notice Delivery: Written notices required under the Agreement shall be made as follows:

If to Licensee: Cow-Power Radio Productions Company
Attn: Kelly Warren
1327 E. Wilson Street
Madison, WI 53703

If to Content Provider: The First Unitarian Society of Madison
Attn: Executive Director
900 University Bay Drive
Madison WI 53705

The individuals and addresses for such written notices may be changed, with the party making the change notifying the other party in writing either hand-delivered letter or by mail.

6. Consideration: In Consideration of the Station's use of the Content, the Station shall pay the Content Provider a ONE DOLLAR (\$1.00) fee at the beginning of each ten year contract term.
7. Intellectual Property Rights: The Licensee shall be solely responsible for any intellectual property licensing, royalties or similar related costs arising from the Content broadcast on the Station.
8. Jurisdiction, Venue and Applicable Law: The laws of the State of Wisconsin shall govern this agreement, except with regard to Wisconsin's conflict of law provisions. Legal actions concerning this Agreement may only be brought in a

court of competent jurisdiction in the state of Wisconsin that sits in the City of Madison, Wisconsin or in the county in which the City of Madison is located.

- 9. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

- 10. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter herein and supersedes all prior agreements and understandings with respect to such subject matter. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth herein.

- 11. Counterparts and Electronic Delivery. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same Agreement. The parties may execute this document and deliver its executory signature to the other party in electronic form either as a facsimile transmission or as an email attachment. Such executed counterparts or complete documents shall have full legal force and effect as if they were signed in pen and ink and hand-delivered.

IN WITNESS WHEREOF, THE PARTIES, wishing to be bound, and affirming to the sufficiency of consideration herein stated, agree to the terms of this Agreement on the date first set forth above.

LICENSEE:
Cow-Power Media Production Company

By: Mark Shults, Treasurer
Mark Shults, Treasurer

CONTENT PROVIDER:
The First Unitarian Society of Madison

By: Monica Nolan
Monica K. Nolan, Executive Director