

MARIAN MEDIA APOSTOLATE, INC.
LIMITED LICENSE AGREEMENT
TERMS AND CONDITIONS
for Canadian Affiliates

This Limited License Agreement (“Agreement”) is between the Licensor, Marian Media Apostolate, Inc., a New York corporation, currently located at 2295 East First Street, Brooklyn, New York 11223-5143 (“MMA”), and the Licensee, identified on the License Application. For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS.

(a) “Licensed Programs” shall mean the collective of the listed individual programs provided on Appendix A.

(b) “Licensed Market” shall mean the geographical market utilized or intended to be utilized by the Licensee.

2. LIMITED LICENSE.

Subject to the terms and conditions of this Agreement, MMA hereby grants to the Licensee a non-transferable, non-sub-licensable license to transmit the Licensed Programs within the Licensed Market and to stream on the Licensee’s website and supported devices. Said transmission includes the carrying of the Licensed Programs on any of the Licensee’s translators and HD channels. The Licensee acknowledges and agrees that any intellectual property rights, including any copyrights, patent rights, trademark rights, trade secret rights, and all other intellectual property rights of whatever nature that are now existing or may accrue in the Licensed Programs (and any promotional materials created and provided exclusively by MMA related thereto) (“IP Rights”) or copies thereof, are and shall remain the sole property of MMA. Nothing in this Agreement shall be construed as transferring any ownership of such IP Rights to the Licensee or any third party other than as expressly set forth in this Agreement. No other rights are granted to the Licensee herein, and the Licensee is specifically prohibited from copying, editing, modifying, transmitting, distributing, publicly performing or publicly displaying the Licensed Programs other than as expressly permitted in this Agreement. The Licensee further agrees that all forms of on-demand standalones and podcasts are also prohibited. All rights not expressly granted to the Licensee in this Agreement are expressly reserved by MMA for its exclusive use.

3. TERM.

Determined by Orbyt Media in consultation with MMA.

4. COMPENSATION.

Determined by Orbyt Media in consultation with MMA.

5. REMEDY.

Either party may terminate this Agreement prior to the normal expiration of the Term if: (a) the other party fails to cure (or provide evidence, to the other party's satisfaction, that it is working diligently towards curing) a material breach or violation within fifteen (15) days of receipt of written notice from the other party; or (b) the representations and warranties made by the other party in this Agreement are no longer true. Such termination (in addition to the indemnifications provided hereunder) shall be the Licensee's sole and exclusive remedy for any breach on the part of MMA.

6. TRANSMISSION AND DELIVERY.

Delivery of the Licensed Programs shall be through a download from MMA's website, **TheMusicalSoundReview.com**.

7. REPRESENTATIONS AND WARRANTIES.

(a) Power and Authority. Each party warrants to the other that it has the power and authority to enter into this Agreement and to perform all of its obligations hereunder.

(b) Quality and Nature of the Transmission. The Licensee warrants that its transmissions of the Licensed Programs shall be of a technical quality that is at all times equal to the quality of other transmissions provided by the Licensee.

(c) Noninfringement. MMA warrants that it has the right to grant the license to the Licensed Programs granted in this Agreement and that the Licensee's transmission of the Licensed Programs in accordance with the terms and conditions of this Agreement will not infringe the proprietary rights of any third party or any right of personality or publicity, will not be libelous or defamatory, and will not otherwise result in injury or damage to any third party. However, the Licensee agrees to obtain all licenses required by any applicable performing rights society in connection with its use of musical compositions embodied in the individual programs of the Licensed Programs, furnished hereunder. The parties agree MMA does not own the rights to such embedded musical compositions, and such third party license is necessary for the Licensee to transmit the Licensed Programs.

(d) No Conflict. Each party represents and warrants that neither the execution and delivery of this Agreement, nor the performance of its obligations hereunder, will violate any municipal or Canadian law, contractual obligation or regulation to which it is subject.

8. INDEMNITY.

The Licensee shall defend, indemnify, and hold MMA harmless from any loss, expense, or claim that arises from an action brought against MMA by a third party alleging facts based on the Licensee's breach of its warranties or obligations under this Agreement.

9. PIRACY.

The Licensee shall safeguard and protect the Licensed Products from theft, piracy, or unauthorized access in a manner consistent with the protections the Licensee uses to protect any of its own intellectual property, but not less than reasonable precautions. The Licensee shall also refrain from duplication, or permitting duplication, of any portion of the Licensed Programs.

10. LIMITATION OF LIABILITY.

Notwithstanding anything to the contrary in this agreement:

(a) In no event shall MMA be liable for any incidental, speculative or consequential damages, whether foreseeable or not (including, without limitation, those arising from negligence), occasioned by any failure to perform or the breach of any obligation under this agreement for any cause whatsoever.

(b) MMA does not make any warranties except for the warranties specified in this agreement. MMA hereby disclaims all other express warranties and all implied warranties, including, but not limited to, warranties of merchantability or fitness for any purpose or use.

(c) To the extent MMA is liable to the licensee for any reason, such liability shall be limited to the amount paid by the licensee to MMA for such licensed programs giving rise to liability. In the event such liability arises out of some other action not related to the licensed programs, MMA's liability shall be limited to \$250.

(d) To the extent the licensee is liable to MMA for any reason, such liability shall be limited to an amount equal to ten times the highest 1x (one-time) primetime rate of a 60-second commercial published on the Licensee's latest commercial rate card. In the event such liability arises out of some other action not related to the licensed programs, there shall be no limit to the licensee's liability except as determined by a court of proper jurisdiction.

(e) In the event that either party hereto shall institute an action against the other for breach of this Agreement, or default hereunder, the prevailing party in such suit shall be entitled to the payment of reasonable attorney's fees and court costs.

11. ASSIGNMENT.

The rights and obligations of the Licensee under this Agreement may only be assigned or transferred with the written consent of MMA. MMA may assign its rights and obligations under this Agreement without any consent from the Licensee, provided such assignment has no substantial impact on the ability for the Licensee to transmit the Licensed Programs for the Term in accordance with the terms of this Agreement.

12. MISCELLANEOUS.

Neither party will be liable to the other under the terms of this Agreement for any delays, preemptions or other failure to perform when such delays, preemption or failures are due to any cause beyond the control of the party whose performance is so affected. Neither party shall disclose to any third party (other than their respective employees and agents, in their capacity as such) any confidential business information concerning the other or any of the terms or conditions of this Agreement. This Agreement, and all collateral matters relating thereto, will be governed and construed under the laws of the State of New York (without regard to conflict of laws or choice of law principles in the governing jurisdiction), applicable to agreements fully made and performed therein, subject to applicable provisions of the Communications Act of 1994, as amended, and the applicable rules, regulations and orders of the FCC.

In addition to the rights and remedies provided herein, the parties may seek all rights and remedies available at law and/or equity. Nothing contained herein will be deemed to create, and the parties do not intend to create, any joint venture or partnership, and the parties agree they shall be independent contractors to one another for purposes of this Agreement.

The invalidity or unenforceability of any provision of this Agreement will not affect the validity of any other provision of this Agreement, and in the event that any provisions are determined to be invalid or otherwise illegal, this Agreement will remain in effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. This Agreement constitutes the entire agreement and understanding between the parties with regard to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements and representations between the parties. Any amendment, modification or alteration of this Agreement must be in writing and signed by the duly authorized representatives of the parties.

This Agreement may be executed in several counterparts, each of which shall be deemed as original and all such counterparts together shall constitute but one and the same instrument. The parties also agree that this Agreement shall be binding upon the

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facsimile transmission by each party of a signed signature page thereof to the other party.

THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE CONSIDERED BINDING UPON COMPLETION OF THE LICENSE APPLICATION BY THE LICENSEE AND ACCEPTANCE OF THE LICENSE APPLICATION BY MMA.

NOTE: APPENDIX A and APPENDIX B are EMBODIED on the Licensor's website: www.TheMusicalSoundReview.com .

LICENSE APPLICATION
For
Canadian Affiliates

By filling out and submitting this Application, I agree and represent that I have fully read and agree to the MARIAN MEDIA APOSTOLATE, INC. LIMITED LICENSE AGREEMENT TERMS AND CONDITIONS, to which this Application is appended.

APPLICANT INFORMATION

Applicant Name ("Licensee"): _____

Authorized Representative (submitting Application): _____

Authorized Representative's Title: _____

Telephone No.: (_____) _____

Applicant's Mailing Address: _____

Applicant's Website: <http://www.>_____

Applicant's Call Letters: _____

Frequency: _____

Province/Territory of License: _____

City of License: _____

SIGNATURE:

Agreed and Submitted by:

Authorized Representative

Date: _____