

**Oregon Public Broadcasting
Terms and Conditions
for Sponsorship of OPB Programs**

These Terms are entered into by OPB and you ("Sponsor") pursuant to the attached Sponsorship Agreement ("Agreement") and govern your participation in OPB's sponsorship programs and services.

1. Sponsorship Acknowledgement. OPB will provide an acknowledgment of Sponsor's support as set forth in the Agreement (the "Acknowledgment"). The Acknowledgment will meet OPB's editorial policy, the provisions of Sections 2 and 3 of this Agreement, and any guidelines adopted by OPB.

2. Sponsor Payment. Sponsor will remit to OPB the amount listed in the Sponsorship Agreement.

3. Broadcast Acknowledgment Restrictions.

A. FCC Restrictions. An Acknowledgment that is broadcast on radio or television (a "Broadcast Acknowledgment") is subject to the underwriting and fundraising requirements set forth in 47 U.S.C. § 399b and the corresponding regulations and rules set forth by the FCC (collectively "FCC Rules"). All Broadcast Acknowledgments will comply strictly with the FCC Rules and OPB's Underwriting Policy.

B. IRS Restrictions - Qualified Sponsorship Payment. For Broadcast Acknowledgment arrangements, any payments is intended to be a Qualified Sponsorship Payment ("QSP"), as that term is defined in Treas. Reg. § 1.513-4(c). To qualify as a QSP, Sponsor may not receive a Substantial Return Benefit. The IRS defines four categories of Substantial Return Benefits: (A) advertising, (B) exclusive provider arrangements, (C) goods, facilities, services, or other privileges, and (D) rights to use an intangible asset.

i. Advertising. An Acknowledgment will not contain advertisement messages as defined in the FCC Rules.

ii. Exclusive Provider Arrangements. Nothing in this Agreement reserves to Sponsor the exclusive right to sell, distribute, provide, or make available through OPB events or other channels any of the products or services of Sponsor on an exclusive basis.

iii. Goods, Facilities, Services, or Other Privileges. Nothing in this Agreement provides to Sponsor the right to any of OPB's goods, facilities, or other privileges.

iv. No Right to Use an Intangible Asset of OPB. Nothing in this Agreement permits Sponsor to the use of any intangible assets of OPB, including but not limited to the OPB logo or brand.

4. Creation of Sponsor Acknowledgment. Sponsor and OPB will work together to create the Acknowledgment. Neither the Acknowledgment, nor any materials used to create the Acknowledgment will contain malware, spyware, or any other malicious code. In delivering such materials, neither party will breach or circumvent any security measure.

5. Warranty and Rights. Sponsor warrants that all materials provided for use in the Acknowledgment are owned by the Sponsor, that no other party has a right to such materials, and that there is no dispute as to Sponsor's trademarks or other content to be used in the Acknowledgment. Sponsor grants to OPB a license to use such content for purposes of this Agreement.

6. Termination. Either party may terminate this Agreement upon 10 days written notice. Termination will not excuse Sponsors obligation to remit payment for Acknowledgments made before the termination of the Agreement in an amount reasonably calculated by OPB to account for the creation of the Acknowledgement and the number of times such Acknowledgement was broadcast, displayed, or published.

7. Limitation of Liability. No party may be held liable under these Terms or arising out of, or related to, performance of these Terms for any damages other than direct damages, even if the party is aware of, or should know that, such damages are possible and even if direct damages fail to provide a suitable remedy.

8. Indemnification. Sponsor will indemnify OPB, its partners, agents, affiliates, and licensees from any third party claim or liability arising out of, or related to, a breach of these Terms by Sponsor.

9. Miscellaneous. (a) All claims arising out of, or relating to, these Terms or the programs will be governed by Oregon law, excluding Oregon's conflict of laws rules, and will be litigated exclusively in the federal or state courts of Multnomah County, Oregon, USA. The parties consent to personal jurisdiction in those courts. (b) Nothing in these Terms will limit a party's ability to seek equitable relief. (c) These Terms and the Agreement are the parties' entire agreement relating to this sponsorship and supersede any other agreement on that subject. (d) All notices of termination or breach must be in writing and addressed to the other party's Legal Department (or if it is not known if the other party has a Legal Department then to the other party's primary contact). The email address for notices being sent to OPB's Legal Department is legal@opb.org. All other notices must be in writing and addressed to the other party's primary contact. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable). (e) Except for modifications to these Terms by OPB under Section 11, any amendment must be agreed to by both parties and expressly state that it is amending these Terms. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under these Terms. If any provision of these Terms is found unenforceable, the balance of the Terms will remain in full force and effect. (f) Neither party may assign any part of these Terms without the written consent of the other party. (g) These Terms do not create any agency, partnership, or joint venture among the parties. (h) Except for payment obligations, no party or its affiliates is liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

10. Modification of Terms. OPB may add, delete, or modify these Terms at any time without liability. The modified Terms will be distributed electronically to Sponsor. Sponsor should review these Terms regularly. Changes to the Terms will not apply retroactively and will become effective seven days after distribution. Changes specific to new functionality or changes made for legal reasons will be effective immediately upon notice. In all cases, the running of any Acknowledgment after termination is in OPB's sole discretion.

END OF TERMS AND CONDITIONS