

Memorandum of Understanding

This Memorandum of Understanding (this "MOU" or this "Memorandum of Understanding") is made and entered into on this 28th day of August 2019 ("Effective Date") by and between:

Manti Telecommunications Company (MTCC), with an office located at 34 W Union, Manti, UT 84642; and CentraCom, with an office located at 35 South State Street, Fairview, UT 84629;

1. **PURPOSE & SCOPE.**

The purpose of this Memorandum of Understanding is to set forth the terms and conditions, scope of work and responsibilities of the parties associated in collaboration on High School Sports Broadcasting. Specifically, both parties will cooperate to produce high school and community broadcasting events.

2. **BACKGROUND.**

Both parties see the benefits of this project, have a desire to pursue the project, and have determined that each brings expertise and experience necessary to accomplish the objectives outlined above.

MTCC has access and experience with production of Manti High School event venues.

CentraCom has expertise and experience in video production and streaming. CentraCom has partnerships with UEN, UHSAA and school technology personnel for accessing internet connection at the event venues.

3. **TERMS AND CONDITIONS.**

It is mutually understood and agreed by and between the parties that:

3.1. This MOU is secondary to the joint agreement in broadcasting events between Mid-Utah Radio and CentraCom.

3.1.1. Any joint broadcast with Mid-Utah Radio and CentraCom takes precedence and the parties in this MOU will cooperate to determine which party will produce the broadcast of the event.

3.2. The parties will jointly produce Manti High School sporting events under this MOU for the 2019-20 season.

- 3.2.1. Parties will collaborate on event schedules and broadcast assignments.
 - 3.2.2. Any event or tournament with joint production not part of this MOU will be addressed and agreed upon outside of this MOU.
 - 3.3. This MOU may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.
 - 3.4. This MOU may be terminated by mutual agreement of the parties, and shall automatically renew annually as stated herein, unless otherwise amended.
4. **FUNDING; COSTS.**
 - 4.1. On joint productions, each party will be responsible for the following:
 - 4.1.1. MTCC: Video production personnel, board operation, equipment, travel and other expenses required at the event.
 - 4.1.2. CentraCom: Streaming server, voice talent (as per partnership between Mid-Utah Radio and CentraCom) and event broadcast licensing.
 - 4.2. In lieu of production payments, CentraCom provides MTCC with unlimited access to the CentraCom streaming server for any event MTCC produces.
 - 4.2.1. CentraCom will allow MTCC to redirect traffic to a MTCC branded page for streaming and archiving any/all events on the CentraCom streaming server.
5. **SPONSORSHIP DETAILS.**
 - 5.1. Mid-Utah Radio and CentraCom currently have a sales and production partnership for Juab, North Sanpete, Manti, Gunnison, Delta, Millard, North Sevier, Richfield, South Sevier, Beaver and Kanab high schools.
 - 5.2. Mid-Utah Radio and CentraCom sponsors contracts will be fulfilled on any joint production with MTCC before MTCC may insert MTCC production sponsors.
 - 5.3. MTCC is allowed to retain all revenue earned on any event streamed through the CentraCom server that is not part of the Mid-Utah Radio and CentraCom partnership.

6. EFFECTIVE DATE AND SIGNATURE.

This Memorandum of Understanding shall be effective upon the date of the last party to sign this MOU below. The parties indicate agreement with this Memorandum of Understanding by their signatures below.

Manti Telecommunications Company

Dallas Cox

Dallas Cox
CEO

8-28-19

DATE

CentraCom

Eddie Cox

Eddie Cox
General Manager

8-28-19

DATE