

May 24, 2012

Mr. Brian G. Faust
 Director
 Fort Hays State University
 McMIndes Hall
 600 Park Street
 Hays, KS 67601-4099

Dear Mr. Faust:

This letter sets forth the agreement (the "Agreement") by and between MTV Networks On Campus Inc. ("MTVN"), located at 1515 Broadway, New York, NY 10036 and Fort Hays State University ("School"), located at McMIndes Hall, 600 Park Street., Hays, KS 67601-4099 with respect to MTVN's program service entitled the "mtvU" (the "Service") and related equipment (including, downlink head-end equipment and a DSS Satellite Receiving Dish) necessary for School to exhibit the Service (collectively, the "Equipment") onto School's cable system set forth in Section 1(a) below. This Agreement, when executed by School and MTVN, shall constitute a valid and binding agreement between School and MTVN, granting School a non-exclusive license and right to distribute the Service at the Location(s) on the terms and conditions set forth herein.

1) (a) MTVN shall deliver the Equipment to School and MTVN shall install the Equipment in the School Location(s) set forth in the following table (the "Location(s)"). School covenants and agrees that at all times during the Term (as hereinafter defined), the Location(s) shall maintain a potential audience of at least the number of individuals as set forth below:

Location(s)	Number of Drops	Potential Audience	Technology *	Service Provider
Campus Cable System	1306	1513	FC	TBD

* Franchise Cable (FC), SMATV, DBS or MMDS

- (i) Channel Assignment: TBD
 (ii) Number of Dorm. Rooms: 935

(b) MTVN agrees that at mutually agreed upon site at the Location(s), MTVN or its designee(s) shall install one satellite-receiving dish and such other Equipment as, in MTVN's sole and absolute discretion, may be necessary to receive and exhibit the Service in the manner contemplated hereby.

(c) School further covenants and agrees that at all times during the Term: (i) School shall provide all necessary electricity and electrical outlets necessary and appropriate for the proper installation and maintenance of the Equipment and exhibition of the Service in the manner contemplated hereby, (ii) the Equipment may not be used for any purpose other than for receipt of the Service in the manner expressly contemplated hereby and (iii) subject only to Equipment failures (in which case School shall promptly notify MTVN as provided in Section 3

below), all Equipment shall be turned on, audible and operational, it being expressly understood and agreed that School shall not remove, discontinue or interrupt the carriage of the Service in any Location(s) at any time during the Term. School shall not be permitted to edit, insert, compress, cherry-pick, delay, alter, add to or delete any material including, MPEG or any other data, from any portion of the Service.

2) As promptly as practicable following the execution of this Agreement MTVN shall provide to School a detailed plan for installation of the Equipment. All work performed by MTVN or its designee(s) shall be performed in compliance with all relevant codes and School standards that are disclosed to MTVN prior to the commencement of such work with respect to safety and roof penetration. All work shall be performed in conformity to approved plans and subject to inspection by School. It is also expressly understood and agreed that MTVN, at its sole option and discretion, may delay or suspend any new site installations at School.

3) School shall notify MTVN as soon as possible, but in no case later than forty-eight (48) hours if any of the Equipment is malfunctioning and School shall include in its notice all information related to the nature of the malfunction.

4) No later than five (5) business days following the date of execution hereof (and from time to time during the Term to the extent of any change(s)), School shall provide MTVN with the name of a contact person to be responsible for liaison with MTVN, and such person shall be available to MTVN during normal business hours.

5) The selection, scheduling, substitution and withdrawal of any program or portion thereof contained on the Service shall at all times remain within the sole and absolute discretion and control of MTVN. Notwithstanding the foregoing, the Service shall not include commercial advertisements in the following categories: cigarettes and tobacco products, beer and alcoholic beverages, "900" numbers, guns and other weapons and religious and political oriented advertisers.

6) MTVN or its designee shall at all times during the Term remain the owner of the Equipment and MTVN makes no representations or warranties to School with respect thereto.

7) The term of this Agreement shall be for a three (3) year period, commencing on May 24, 2012 and continuing through May 24, 2015 (the "Term"). This Agreement shall automatically renew for successive one (1) year periods at the end of each expiration date unless either party notifies the other in writing at least thirty (30) days prior to the then-relevant expiration date of its intent to terminate. Notwithstanding the foregoing, in addition to all other rights and remedies it may have, MTVN may elect to terminate this Agreement and/or remove the Equipment (or any portion(s) thereof) from the Location(s) in the event that MTVN determines, in its sole discretion, that the Equipment is not being properly used and/or protected or that School is otherwise in violation of its obligations under this Agreement.

8) Neither party to this Agreement shall have any liability arising out of its performance or failure to perform its obligations hereunder except for direct losses, costs, expenses or liabilities arising from or relating to each party's negligent acts or omissions, and shall have no liability for special, indirect, incidental or consequential losses, costs, expenses and liabilities.

9) School represents and warrants to MTVN that (a) it possesses the full right, power and authority to enter into and fully perform this Agreement, (b) it has obtained and will comply with all required authorizations, approvals, licenses or permits from all government authorities in order for it to enter into and perform its obligations under this Agreement, (c) it is free of any contractual obligation that would prevent it from entering into or performing its obligations under this Agreement, (d) the execution, delivery and performance of this Agreement by School has been duly authorized by all necessary corporate action and (e) it will not act in a manner or enter into any oral or written agreements inconsistent with this Agreement.

10) This Agreement shall be governed by the laws of the State of Kansas, without regard to principles of conflict of laws. None of the terms of this Agreement may be changed or modified without the written consent of both parties.

11) This Agreement is a binding obligation of the parties and each party has received all necessary authorizations and approvals required including, but not limited to, all necessary authorizations required by School from the City and State in which it operates.

12) This Agreement constitutes the entire agreement between the parties and supersedes all previous writings or agreements relating to the subject matter hereof. All representations, warranties, covenants and promises of the parties relating to the installation of the Equipment and School's exhibition of the Service at the Location(s) have been set forth in this Agreement.

13) In connection with this Agreement, each of School and MTVN may be exposed to and shall be furnished with certain information, relating to the other's plans for certain productions and services, which are confidential. Each of School and MTVN shall keep confidential and not reveal or disclose any of said information, material or data or the terms of this Agreement, or any agreement School enters into pursuant to this Agreement, during the Term or thereafter to any third party. Neither School nor MTVN shall disclose or make known to any third party, directly or indirectly, the interest of the other in this Agreement. The provisions of this Section 13 shall not apply to information which is or becomes publicly available or information which is required to be disclosed pursuant to a court order or applicable law, rules or regulations.

14) MTVN shall obtain and maintain statutory coverage for worker's compensation insurance and commercial general liability insurance, in amounts and other terms as designated by MTVN. As requested, in writing by School, MTVN shall name School as an additional insured under such policies and shall provide School with certificates of insurance evidencing this coverage.

15) MTVN expressly reserves all rights not specifically granted to School herein. Any right not expressly granted to School herein or contemplated in this Agreement shall not be deemed granted to School hereby. Without limitation of the foregoing: (a) MTVN reserves to itself all rights and School shall have no rights to use any names, marks, logos, trademarks, copyrights, titles or other property of MTVN, except in such manner and at such times as are expressly approved by MTVN in writing and (b) MTVN reserves to itself all rights to the full bandwidth of the signal of the Service including, without limitation, the vertical blanking interval, the horizontal blanking interval and audio subcarriers.

16) School shall have no right to assign this Agreement, in whole or in part, without the prior written consent of MTVN.

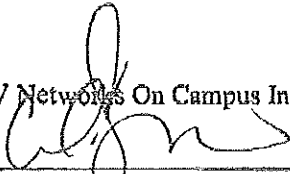
Please sign where indicated below and return an executed copy to the undersigned to signify that this letter sets forth our agreement.

AGREED TO AND ACCEPTED:

Fort Hays State University

By: Brian D. Faust
Name: Brian G. Faust
Title: Director of Residential Life

MTV Networks On Campus Inc.

By: 
Name: Carlo DiMarco
Title: Senior Vice President
Strategic Partnerships &
Development



Fw: Fort Hays State University - mtvU Affiliate Agreement (FULLY EXECUTED)

Brian G Faust to: Mike Barnett, Shana L Meyer, Todd Powell,
Kathy Herrman

06/04/12 03:41 PM

Hello Everyone

Here is the completed contract from mtvU. If you don't need it, feel free to delete. Talk to you later.

Brian G. Faust
Director of Residential Life
Fort Hays State University
McMindes Hall Room 126
Hays, KS 67601
(785) 628-4245 Office
(785) 628-4138 Fax

----- Forwarded by Brian G Faust/FHSU on 06/04/2012 03:41 PM -----

From: "Lee, Adrian" <Adrian.Lee@viacommix.com>
To: "bgfaust@fhsu.edu" <bgfaust@fhsu.edu>
Cc: "DiMarco, Carlo" <Carlo.DiMarco@mtvstaff.com>, "Koscielski, Adam" <Adam.Koscielski@mtvstaff.com>, "Martre, Gerard - mtvU" <Gerard.Martre@mtvstaff.com>, "Alvarez, Juan" <juan.alvarez@viacommix.com>, "Muslim, Aisha" <Aisha.Muslim@mtvstaff.com>, "Gutmann, Candice" <Candice.Gutmann@mtvstaff.com>, "Perez, Kiara" <kiara.perez@viacommix.com>
Date: 06/04/2012 11:26 AM
Subject: Fort Hays State University - mtvU Affiliate Agreement (FULLY EXECUTED)

Mr. Faust:

On behalf of Aisha Muslim, attached for your records please find the fully executed Affiliate Agreement by and between MTV Networks On Campus Inc. and Fort Hays State University in connection with the mtvU programming service. If you have any questions or comments please feel free to contact me directly.

Thank you,

Adrian Lee

Adrian Lee
Business and Legal Affairs
Viacom Media Networks
1515 Broadway
New York City, NY 10036
212.846.3357 (phone)
201.766.7103 (fax)