

TedTV, Inc./ Dynamic Non-Linear Editing Solutions Contract

This is a contract between TedTV, Inc., [Production Company], and _____, [Client], for broadband non-linear news & sports package editing services described in Part I below.

IMPORTANT NOTICES

1. The client should read and understand this entire contract before The client sign it.
2. The client should understand the kinds of services that TedTV can and cannot perform for The client (see Part I below).
3. TedTV is not an ad agency or a TV station. It can only edit the digital content provided by the client.
4. TedTV cannot provide satellite uplink or downlink services.
5. TedTV cannot obtain special favors from, and it does not have any special influence with, any broadcast entity or any state or federal media agency or ratings entity.
6. TedTV only provides month-to-month or yearly contracts for services.

I. TV DIGITAL NEWS & SPORTS CONTENT PRODUCTION SERVICES

Kinds of services: TedTV can perform the following TV digital content production services for The client in connection with a legitimate television news or sports staff: editing of the digital content at our main office or mobile within the Harris County and Texas boundaries, between the hours of 2pm central time and 9pm central time, Monday through Friday (for weekends see section). All digital news packages are guaranteed to be completed 30 minutes prior to air time and air date. Client must provide the reporters audio track, photographers b-roll, reporters standup, and any full screen graphics with lower 3rds that match the stations look. Video editing services will occur at an editing facility that is closed to the client. Previews can be done via the Internet. TedTV will upload the digital content (news package) to a viewable site set by the client via FTP or other 3rd party large upload sites used by the station. Digital content (news & sports packages) come exactly as the client has requested with no changes unless there is breaking news requiring such changes. These are the only kinds of services that TedTV can perform for the client. TedTV cannot provide the client any other services such as After Effects special effects layering & compositing, 3D animation, custom composed music, cranes, jibs, doorway dollies, SAG or non-SAG actors, food, or hi-end special effects. In addition, TedTV does not provide consulting or training on advertising, buying, station competitor rates or anything that the TV station will provide as their normal service to potential viewers and ad agencies.

II. FEES AND EXPENSES

The client agree to pay TedTV, Inc. the following fees, costs and expenses within five days of the delivered electronic file:

- \$35.00 per change for any package needing to be updated for a later newscast
- \$15.00 flat fee for any package converted into any format other than the primary broadcast format used by the station; Example – H.264, Apple Pro Res, WMV, etc.
- \$30.00 flat for DVD-R/+R copy of all stories edited within a given month
- \$100.00 flat for Blu-Ray copy of all stories edited within a given month
- Month-to-Month Contracts require a \$500.00 deposit prior to the first week of service
- Yearly contracts require a \$2,000.00 deposit prior to the first week of service.
- Contracts:
 - Month-to-Month \$6,800.00
 - Max number of packages under 2 minutes per day is 4.

- Client agrees to supply a minimum of 2 packages, under 2 minutes, per work day; Monday – Friday.
- All newscast package footage, script, audio track & broll must be available on the server one hour prior to air time.
- Weekends, overnight and on-call services are not provided at this time *
- Yearly \$82,000.00
 - Max number of packages under 2 minutes per day is 4.
 - Client agrees to supply a minimum of 2 packages, under 2 minutes, per work day; Monday – Friday.
 - All newscast package footage, script, audio track & broll must be available on the server one hour prior to air time.
 - Weekends, overnight and on-call services are not provided at this time *

III. CANCELLATION of Month=Month Contract

The client may cancel this contract for any reason during the last week of the first month. A typed cancellation letter on company letterhead, and signed by the station manager & news director, is a requirement during the last week of the first month of service. If the client cancels the contract during the last week of the first month of service, TedTV, Inc. will immediately refund any fees accumulated by the client during that last week of the first month. Any cancellations after the first month of service will result in the loss of the refund being provided to the client. Deposits are non-refundable

The client may also cancel this contract at any time if TedTV fails to give The client a copy of this contract before providing any services to The client, or Fail to specify in the contact the services which I will perform and the costs of those services, or Fails to give The client a copy of the contract in English.

IV. CANCELLATION of Yearly Contract

The client may cancel this contract for any reason during the first or last month of the beginning year of service. A typed cancellation letter on company letterhead, and signed by the station manager & news director, is a requirement during the first or last month of service for the year. If the client cancels the contract during the last week of the first month of service, TedTV, Inc. will immediately refund any fees accumulated by the client during that first or last month. Any cancellations after the first month of service or the last month of service will result in the loss of the refund being provided to the client. Deposits are non-refundable

The client may also cancel this contract at any time if TedTV fails to give The client a copy of this contract before providing any services to The client, or Fails to specify in the contact the services which I will perform and the costs of those services, or Fail to give The client a copy of the contract in English.

V. Deductions & Refunds for completed packages

- Deductions for package errors on part of TedTV, Inc.
 - jump cuts in interviews \$10.00 deduction
 - Non-artistic flash frames \$10.00 deduction
 - Missed deadline on the part of TedTV \$70.00 deduction

TedTV, Inc., it's owners, contract employees, partners or affiliates are not responsible for any client errors under or beyond their control that negatively impacts TedTV, Inc. 's ability to deliver the final package, on-time, to the clients server for air time. Those errors include, but are not limited to; power outages, undelivered material such as b-roll, audio tracks, etc., satellite download & upload failures, breaking news, jury duty, litigation against the station, or other acts of God and nature.

VI. DESCRIPTION OF THE PARTIES

Broadband Non-Linear Editing Company

Full name: Ted A. Irving

Business name: TedTV, Inc. (Registered with EIN)

Street address of business: POB 724

City, State, ZIP: Fresno, Tx 77545

Telephone number: (713) 501-9706

Email: tedirving@tedtv.tv or tedirving@yahoo.com

Registration or EIN: **42-1546040**

Client Information

Full Name of client rep:

Client Company:

Street address:

City, State, ZIP:

Telephone number:

Email:

Registration or EIN:

VI. SIGNATURES

Executed on [day]_____ [month],_____ [year]_____

Client Signature_____ Date_____

(By signing, the client agrees to all the provisions of this contract.)

TedTV Representative _____ Date_____

Referring TV Station_____

TV Station Sales Rep _____ Date_____

Proposed start date for editing by client _____

Client delivery specifications:

Aspect Ratio - 4:3 or 16:9

Resolution - 1920 x 1080 / 1280 x 1080 / 720 x 1080 / 720 x 480

Frame rate - 29.97, 30, 24

Audio - 32khz / 41khz / 48 khz

Codec - Apple Pro Res LT, Pro Res HQ, H.264, AVI, WMV, MP4
(please provide detailed specs for preferred codec if not listed)

FTP/Server - Provided by client after contract proceedings.

THIS CONTRACT IS NOT VALID OR BINDING UNTIL TEDTV, INC. HAS GIVEN ALL CLIENT PARTIES A FULLY EXECUTED COPY OF IT IN ENGLISH AND WHEN SAID CONTRACT DEPOSIT IT PAID BY THE CLIENT. TEDTV DOES NOT HAVE TO PROVIDE COPIES IN ANY OTHER LANGUAGE.

STATE OF TEXAS
COUNTY OF FORT BEND