# CONTRACT

**WJBK**
**16550 West 9 Mile Road**
**Southfield, MI 48075**
**(248) 557-2000**

| Contract / Revision | Alt Order # |
|---|---|
| 791310 / | WOC11029133 |

| Product |
|---|
| **TV** |

| Contract Dates | Estimate # |
|---|---|
| **07/09/18 - 07/17/18** | **2306** |

| Advertiser | Original Date / Revision |
|---|---|
| **Shri Thanedar for Governor** | 07/09/18 / 07/09/18 |

And:

**Media Period**
**7115 Orchard Lake Road**
**Suite 430**
**West Bloomfield, MI 48322**

| Billing Cycle | Billing Calendar | Cash/Trade |
|---|---|---|
| EOM/EOC | Broadcast | Cash |
| **Property** | **Account Executive** | **Sales Office** |
| **WJBK** | Matt Joseph | Detroit-Local |

| Special Handling |
|---|
| |

| Demographic |
|---|
| Adults 35+ |

| | | Total Ratings |
|---|---|---|
| | | 202.80 |
| **Agy Code** | **Advertiser Code** | **Product 1/2** |
| TV13859 | 82 | 191 |

| Agency Ref | Advertiser Ref |
|---|---|
| | |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/ Week | Rate | Rtn | Type | Spots | Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| N 1 | WJBK cdr | 07/16/18 | 07/17/18 | Fox 2 News AM 5a | 5a-6a | | :30 | | | | NM | 1 | $550.00 |
| Week: | Start Date 07/16/18 | End Date 07/22/18 | Weekdays MT----- | Spots/Week 1 | Rate $550.00 | Rating 2.01 | | | | | | | |
| N 2 | WJBK cdr | 07/09/18 | 07/13/18 | Fox 2 News AM 5a | 5a-6a | | :30 | | | | NM | 2 | $1,100.00 |
| Week: | Start Date 07/09/18 | End Date 07/15/18 | Weekdays --WTF-- | Spots/Week 2 | Rate $550.00 | Rating 1.84 | | | | | | | |
| N 3 | WJBK cdr | 07/16/18 | 07/17/18 | Fox 2 News AM 6a | 6a-7a | | :30 | | | | NM | 1 | $850.00 |
| Week: | Start Date 07/16/18 | End Date 07/22/18 | Weekdays MT----- | Spots/Week 1 | Rate $850.00 | Rating 2.65 | | | | | | | |
| N 4 | WJBK cdr | 07/16/18 | 07/17/18 | Fox 2 News MF Live @ 11a | 11a-12p | | :30 | | | | NM | 2 | $800.00 |
| Week: | Start Date 07/16/18 | End Date 07/22/18 | Weekdays MT----- | Spots/Week 2 | Rate $400.00 | Rating 2.11 | | | | | | | |
| N 5 | WJBK cdr | 07/09/18 | 07/13/18 | Fox 2 News MF Live @ 11a | 11a-12p | | :30 | | | | NM | 3 | $1,200.00 |
| Week: | Start Date 07/09/18 | End Date 07/15/18 | Weekdays --WTF-- | Spots/Week 3 | Rate $400.00 | Rating 1.92 | | | | | | | |
| N 6 | WJBK cdr | 07/16/18 | 07/17/18 | M-F 10a-11a News | 10a-11a | | :30 | | | | NM | 2 | $650.00 |
| Week: | Start Date 07/16/18 | End Date 07/22/18 | Weekdays MT----- | Spots/Week 2 | Rate $325.00 | Rating 2.19 | | | | | | | |
| N 7 | WJBK cdr | 07/09/18 | 07/13/18 | M-F 10a-11a News | 10a-11a | | :30 | | | | NM | 2 | $650.00 |
| Week: | Start Date 07/09/18 | End Date 07/15/18 | Weekdays --WTF-- | Spots/Week 2 | Rate $325.00 | Rating 1.82 | | | | | | | |
| N 8 | WJBK cdr | 07/16/18 | 07/17/18 | M-F 10a-4p | 10a-4p | | :30 | | | | NM | 4 | $900.00 |
| Week: | Start Date 07/16/18 | End Date 07/22/18 | Weekdays MT----- | Spots/Week 4 | Rate $225.00 | Rating 1.62 | | | | | | | |
| N 9 | WJBK cdr | 07/09/18 | 07/13/18 | M-F 12-4p | 12-4p | | :30 | | | | NM | 6 | $1,350.00 |

(* Line Transactions: N = New, E = Edited, D = Deleted)

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| 791310 / | WOC11029133 |

| Contract Dates | Product | Estimate # |
|---|---|---|
| **07/09/18 - 07/17/18** | TV | **2306** |

| Advertiser | Original Date / Revision |
|---|---|
| **Shri Thanedar for Govern** | 07/09/18 / 07/09/18 |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/ Week | Rate | Rtn | Type | Spots | Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Week: | Start Date 07/09/18 | End Date 07/15/18 | Weekdays --WTF-- | Spots/Week 6 | Rate $225.00 | Rating 1.41 | | | | | | | |
| N 10 | WJBK | 07/16/18 | 07/17/18 | M-F 4p-5p | 4p-5p | | :30 | | | | NM | 2 | $600.00 |
| | lur | | | | | | | | | | | | |
| Week: | Start Date 07/16/18 | End Date 07/22/18 | Weekdays MT----- | Spots/Week 2 | Rate $300.00 | Rating 2.79 | | | | | | | |
| N 11 | WJBK | 07/09/18 | 07/13/18 | M-F 4p-5p | 4p-5p | | :30 | | | | NM | 3 | $900.00 |
| | lur | | | | | | | | | | | | |
| Week: | Start Date 07/09/18 | End Date 07/15/18 | Weekdays --WTF-- | Spots/Week 3 | Rate $300.00 | Rating 2.65 | | | | | | | |
| N 12 | WJBK | 07/16/18 | 07/17/18 | Fox 2 News at 5p | 5p-6p | | :30 | | | | NM | 4 | $3,000.00 |
| | cdr | | | | | | | | | | | | |
| Week: | Start Date 07/16/18 | End Date 07/22/18 | Weekdays MT----- | Spots/Week 4 | Rate $750.00 | Rating 2.80 | | | | | | | |
| N 13 | WJBK | 07/09/18 | 07/13/18 | Fox 2 News at 5p | 5p-6p | | :30 | | | | NM | 6 | $4,500.00 |
| | cdr | | | | | | | | | | | | |
| Week: | Start Date 07/09/18 | End Date 07/15/18 | Weekdays --WTF-- | Spots/Week 6 | Rate $750.00 | Rating 2.89 | | | | | | | |
| N 14 | WJBK | 07/16/18 | 07/17/18 | Fox 2 News at 6p | 6p-7p | | :30 | | | | NM | 4 | $3,000.00 |
| | cdr | | | | | | | | | | | | |
| Week: | Start Date 07/16/18 | End Date 07/22/18 | Weekdays MT----- | Spots/Week 4 | Rate $750.00 | Rating 2.87 | | | | | | | |
| N 15 | WJBK | 07/09/18 | 07/13/18 | Fox 2 News at 6p | 6p-630p | | :30 | | | | NM | 6 | $4,500.00 |
| | cdr | | | | | | | | | | | | |
| Week: | Start Date 07/09/18 | End Date 07/15/18 | Weekdays --WTF-- | Spots/Week 6 | Rate $750.00 | Rating 2.53 | | | | | | | |
| N 16 | WJBK | 07/16/18 | 07/17/18 | M-F 7p-730p | 7p-730p | | :30 | | | | NM | 2 | $1,200.00 |
| | cdr | | | | | | | | | | | | |
| Week: | Start Date 07/16/18 | End Date 07/22/18 | Weekdays MT----- | Spots/Week 2 | Rate $600.00 | Rating 2.20 | | | | | | | |
| N 17 | WJBK | 07/09/18 | 07/13/18 | M-F 7p-730p | 7p-730p | | :30 | | | | NM | 3 | $1,800.00 |
| | cdr | | | | | | | | | | | | |
| Week: | Start Date 07/09/18 | End Date 07/15/18 | Weekdays --WTF-- | Spots/Week 3 | Rate $600.00 | Rating 1.93 | | | | | | | |
| N 18 | WJBK | 07/16/18 | 07/17/18 | M-F 730p-8p | 730p-8p | | :30 | | | | NM | 2 | $1,200.00 |
| | cdr | | | | | | | | | | | | |
| Week: | Start Date 07/16/18 | End Date 07/22/18 | Weekdays MT----- | Spots/Week 2 | Rate $600.00 | Rating 1.80 | | | | | | | |
| N 19 | WJBK | 07/09/18 | 07/13/18 | M-F 730p-8p | 730p-8p | | :30 | | | | NM | 3 | $1,800.00 |
| | cdr | | | | | | | | | | | | |
| Week: | Start Date 07/09/18 | End Date 07/15/18 | Weekdays --WTF-- | Spots/Week 3 | Rate $600.00 | Rating 1.68 | | | | | | | |
| N 20 | WJBK | 07/16/18 | 07/17/18 | M-Su 10p-11p News | 10p-11p | | :30 | | | | NM | 2 | $3,800.00 |
| | cdr | | | | | | | | | | | | |
| Week: | Start Date 07/16/18 | End Date 07/22/18 | Weekdays MT----- | Spots/Week 2 | Rate $1,900.00 | Rating 3.46 | | | | | | | |
| N 21 | WJBK | 07/09/18 | 07/13/18 | M-Su 10p-11p News | 10p-11p | | :30 | | | | NM | 3 | $5,700.00 |
| | cdr | | | | | | | | | | | | |
| Week: | Start Date 07/09/18 | End Date 07/15/18 | Weekdays --WTF-- | Spots/Week 3 | Rate $1,900.00 | Rating 3.17 | | | | | | | |
| N 22 | WJBK | 07/16/18 | 07/17/18 | Fox 2 News Edge | 11p-1130p | | :30 | | | | NM | 2 | $2,700.00 |
| | cdr | | | | | | | | | | | | |

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| 791310 / | WOC11029133 |

| Contract Dates | Product | Estimate # |
|---|---|---|
| **07/09/18 - 07/17/18** | TV | **2306** |

| Advertiser | Original Date / Revision |
|---|---|
| **Shri Thanedar for Govern** | 07/09/18 / 07/09/18 |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/ Week | Rate | Rtn | Type | Spots | Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Week: | Start Date 07/16/18 | End Date 07/22/18 | Weekdays MT----- | Spots/Week 2 | Rate $1,350.00 | Rating 2.84 | | | | | | | |
| N 23 | WJBK | 07/09/18 | 07/13/18 | Fox 2 News Edge | 11p-1130p | | :30 | | | | NM | 3 | $4,050.00 |
| cdr | | | | | | | | | | | | | |
| Week: | Start Date 07/09/18 | End Date 07/15/18 | Weekdays --WTF-- | Spots/Week 3 | Rate $1,350.00 | Rating 2.37 | | | | | | | |
| N 24 | WJBK | 07/16/18 | 07/17/18 | M-F 1130p-12a | 1130p-12a | | :30 | | | | NM | 1 | $400.00 |
| cdr | | | | | | | | | | | | | |
| Week: | Start Date 07/16/18 | End Date 07/22/18 | Weekdays MT----- | Spots/Week 1 | Rate $400.00 | Rating 1.93 | | | | | | | |
| N 25 | WJBK | 07/09/18 | 07/13/18 | M-F 1130p-12a | 1130p-12a | | :30 | | | | NM | 1 | $400.00 |
| cdr | | | | | | | | | | | | | |
| Week: | Start Date 07/09/18 | End Date 07/15/18 | Weekdays --WTF-- | Spots/Week 1 | Rate $400.00 | Rating 1.70 | | | | | | | |
| N 26 | WJBK | 07/16/18 | 07/17/18 | M-Su 2a-430a | 2a-430a | | :30 | | | | NM | 1 | $100.00 |
| cdr | | | | | | | | | | | | | |
| Week: | Start Date 07/16/18 | End Date 07/22/18 | Weekdays MT----- | Spots/Week 1 | Rate $100.00 | Rating 1.06 | | | | | | | |
| N 27 | WJBK | 07/09/18 | 07/13/18 | M-Su 2a-430a | 2a-430a | | :30 | | | | NM | 3 | $300.00 |
| cdr | | | | | | | | | | | | | |
| Week: | Start Date 07/09/18 | End Date 07/15/18 | Weekdays --WTF-- | Spots/Week 3 | Rate $100.00 | Rating 1.04 | | | | | | | |
| N 28 | WJBK | 07/16/18 | 07/17/18 | M-Su 2a-430a | 2a-430a | | :30 | | | | NM | 2 | $70.00 |
| cdr | | | | | | | | | | | | | |
| Week: | Start Date 07/16/18 | End Date 07/22/18 | Weekdays MT----- | Spots/Week 2 | Rate $35.00 | Rating 1.04 | | | | | | | |
| N 29 | WJBK | 07/09/18 | 07/13/18 | M-Su 2a-430a | 2a-430a | | :30 | | | | NM | 3 | $105.00 |
| cdr | | | | | | | | | | | | | |
| Week: | Start Date 07/09/18 | End Date 07/15/18 | Weekdays --WTF-- | Spots/Week 3 | Rate $35.00 | Rating 1.08 | | | | | | | |
| N 30 | WJBK | 07/09/18 | 07/14/18 | Fox 2 News AM Sa ROS | 630a-10a | | :30 | | | | NM | 2 | $1,100.00 |
| cdr | | | | | | | | | | | | | |
| Week: | Start Date 07/09/18 | End Date 07/15/18 | Weekdays -----S- | Spots/Week 2 | Rate $550.00 | Rating 2.15 | | | | | | | |
| N 31 | WJBK | 07/09/18 | 07/15/18 | Fox 2 News AM Su ROS | 7a-10a | | :30 | | | | NM | 2 | $1,100.00 |
| cdr | | | | | | | | | | | | | |
| Week: | Start Date 07/09/18 | End Date 07/15/18 | Weekdays ------S | Spots/Week 2 | Rate $550.00 | Rating 2.54 | | | | | | | |
| N 32 | WJBK | 07/09/18 | 07/15/18 | Fox 2 News AM Su 9a | 9a-10a | | :30 | | | | NM | 1 | $550.00 |
| cdr | | | | | | | | | | | | | |
| Week: | Start Date 07/09/18 | End Date 07/15/18 | Weekdays ------S | Spots/Week 1 | Rate $550.00 | Rating 2.57 | | | | | | | |
| N 33 | WJBK | 07/09/18 | 07/14/18 | Sa 11p-12a | 11p-12a | | :30 | | | | NM | 1 | $225.00 |
| cdr | | | | | | | | | | | | | |
| Week: | Start Date 07/09/18 | End Date 07/15/18 | Weekdays -----S- | Spots/Week 1 | Rate $225.00 | Rating 1.23 | | | | | | | |
| N 34 | WJBK | 07/16/18 | 07/16/18 | Mo Hour 2 | 9p-10p | | :30 | | | | NM | 1 | $1,500.00 |
| cdr | | | | | | | | | | | | | |
| Week: | Start Date 07/16/18 | End Date 07/22/18 | Weekdays M------ | Spots/Week 1 | Rate $1,500.00 | Rating 2.29 | | | | | | | |
| N 35 | WJBK | 07/09/18 | 07/13/18 | Fr Prime Other 1 | 8p-10p | | :30 | | | | NM | 1 | $1,200.00 |
| cdr | | | | | | | | | | | | | |

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| 791310 / | WOC11029133 |

| Contract Dates | Product | Estimate # |
|---|---|---|
| **07/09/18 - 07/17/18** | TV | **2306** |

| Advertiser | Original Date / Revision |
|---|---|
| **Shri Thanedar for Govern** | 07/09/18 / 07/09/18 |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/ Week | Rate | Rtn | Type | Spots | Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Week: | | Start Date 07/09/18 | End Date 07/15/18 | Weekdays ----F-- | Spots/Week 1 | Rate $1,200.00 | Rating 2.13 | | | | | | |
| N 36 | WJBK | 07/09/18 | 07/14/18 | Fox 2 News Sa at 6p | 6p-7p | | :30 | | | | NM | 2 | $800.00 |
| | cdr | | | | | | | | | | | | |
| Week: | | Start Date 07/09/18 | End Date 07/15/18 | Weekdays -----S- | Spots/Week 2 | Rate $400.00 | Rating 1.09 | | | | | | |
| N 37 | WJBK | 07/09/18 | 07/15/18 | Fox 2 News Su 6p | 6p-7p | | :30 | | | | NM | 2 | $800.00 |
| | cdr | | | | | | | | | | | | |
| Week: | | Start Date 07/09/18 | End Date 07/15/18 | Weekdays ------S | Spots/Week 2 | Rate $400.00 | Rating 1.36 | | | | | | |
| N 38 | WJBK | 07/09/18 | 07/14/18 | Sa 12a-1a | 12a-1a | | :30 | | | | NM | 1 | $150.00 |
| | cdr | | | | | | | | | | | | |
| Week: | | Start Date 07/09/18 | End Date 07/15/18 | Weekdays -----S- | Spots/Week 1 | Rate $150.00 | Rating 0.66 | | | | | | |
| N 39 | WJBK | 07/09/18 | 07/15/18 | Su 11p-1130p | 11p-1130p | | :30 | | | | NM | 1 | $500.00 |
| | cdr | | | | | | | | | | | | |
| Week: | | Start Date 07/09/18 | End Date 07/15/18 | Weekdays ------S | Spots/Week 1 | Rate $500.00 | Rating 2.23 | | | | | | |
| N 40 | WJBK | 07/16/18 | 07/16/18 | Mo Hour 1 | 8p-9p | | :30 | | | | NM | 1 | $1,500.00 |
| | cdr | | | | | | | | | | | | |
| Week: | | Start Date 07/16/18 | End Date 07/22/18 | Weekdays M------ | Spots/Week 1 | Rate $1,500.00 | Rating 1.82 | | | | | | |
| N 41 | WJBK | 07/16/18 | 07/17/18 | Tu Prime Hour 1 | 8p-9p | | :30 | | | | NM | 1 | $1,500.00 |
| | cdr | | | | | | | | | | | | |
| Week: | | Start Date 07/16/18 | End Date 07/22/18 | Weekdays -T----- | Spots/Week 1 | Rate $1,500.00 | Rating 2.02 | | | | | | |
| N 42 | WJBK | 07/09/18 | 07/12/18 | Th Prime Other 1 | 8p-10p | | :30 | | | | NM | 1 | $3,000.00 |
| | cdr | | | | | | | | | | | | |
| Week: | | Start Date 07/09/18 | End Date 07/15/18 | Weekdays ---T--- | Spots/Week 1 | Rate $3,000.00 | Rating 2.38 | | | | | | |
| | | | | | | Totals | 202.80 | | | | | 96 | $62,100.00 |

| Time Period | # of Spots | Gross Amount | Agency Comm. | Net Amount |
|---|---|---|---|---|
| 06/25/18 -07/17/18 | 96 | $62,100.00 | ($9,315.00) | $52,785.00 |
| Totals | 96 | $62,100.00 | ($9,315.00) | $52,785.00 |

**Signature:** _____ **Date:** _____

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**STANDARD CONDITIONS**

**1. BILLING AND PAYMENTS**

The television station ("Station") entering into this agreement ("Agreement") will, from time to time at intervals following broadcast or display of advertisements or programs hereunder (each an "Exhibition" and collectively the "Exhibitions"), bill the advertising agency ("Agency") on behalf of the advertiser placing the Exhibitions hereunder ("Advertiser") at the address on the face hereof. Agency shall pay Station on or before the 30th day of each month following that in which the Exhibitions occurred or such other date as may be specified in the invoice. Time is specifically made of the essence in the performance of Agency's and Advertiser's payment and other obligations hereunder. Delinquent accounts shall bear interest at the rate of ten percent (10%) per year. If Station institutes any legal action to collect a delinquent account, then Agency agrees to pay Station for all cost thereof.

**2. LIABILITY FOR PAYMENTS**

Agency is acting as agent for a disclosed principal, the Advertiser named on the face hereof. Notwithstanding that bills are rendered to Agency or anything else contained herein, **Advertiser and Agency jointly and severally shall be and remain obligated to pay the amount of all bills until payment in full is received by Station.** Payment by Advertiser to Agency shall not constitute payment to Station.

**3. TERMINATION**

(a) Unless otherwise specified on the face hereof, either party may terminate this Agreement, for any reason, upon giving the other party at least 28 days' prior notice. No notice of termination given by Agency may be effective earlier than 28 days after the first Exhibition hereunder. If Agency so terminates this Agreement, Agency shall pay Station at the earned rate for all Exhibitions ordered pursuant to this Agreement through the date of termination.

(b) Station may, upon notice to Agency, terminate this Agreement at any time: (i) upon material breach by Agency, including, without limitation, Station's failure to receive timely payment on billing; or (ii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination all unpaid, accrued charges hereunder shall immediately become due and payable and Agency shall also pay, as liquidated damages, a sum equal to that which Agency would have been obligated to pay hereunder if, on the date on which Station gives such notice of termination, Agency had given notice of termination pursuant to Paragraph 3(a) hereof effective at the earliest date permitted thereunder.

(c) Agency may, upon notice to Station, terminate this Agreement at any time upon material breach by Station. Upon such termination, Station shall pay as liquidated damages, a sum equal to the lesser of the following: (i) the actual, noncancellable out-of-pocket costs necessarily incurred by Agency through date of such termination and that arise directly from the scheduling of the Exhibitions hereunder, provided, however, that Station's obligation to reimburse said costs shall be reduced pro rata by any Exhibitions that actually occurred; or (ii) the total that would be due to Station hereunder if, on the date on which Agency gives notice of termination, Station had given notice of termination pursuant to Paragraph 3(a). Except as expressly set forth in the preceding sentence, Station shall not be liable to Agency or Advertiser for any claims, actions, losses, damages, liabilities, costs or expenses of any kind or nature whatsoever.

**4. FAILURE TO EXHIBIT**

If, as a result of an act of God (including, but not limited to, delay or cancellation of an event due to weather), force majeure, public emergency, labor dispute or lockout, restriction imposed by league rule, law, governmental order, mechanical breakdown, or any other similar or dissimilar cause beyond Station's reasonable control, Station fails to exhibit any or all of the Exhibitions, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled Exhibition is made, a later exhibition shall be made at a reasonably satisfactory substitute date and time in which case Agency shall continue to pay all amounts due hereunder, and if no such time is available the time charges allocable to the omitted Exhibition shall be waived; (ii) if a material part, but not all, of a scheduled Exhibition is omitted, a later Exhibition shall be made at a reasonably satisfactory substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of discounts that it would have earned hereunder if the Exhibition had been made in its entirety. In addition, if, for any reason whatsoever, including, without limitation, events that are beyond Station's control or events that are within Station's control, Station fails to exhibit any or all of the Exhibitions scheduled hereunder, Station's liability, if any, for such failure shall be limited to the time charges allocable to the omitted Exhibition or Exhibitions.

**5. PREEMPTIONS**

For advertisement placements intended for television broadcast, Station shall have the right to cancel any broadcast or portion thereof covered by this Agreement in order to broadcast any program or event that, in Station's sole discretion, it deems to be of public interest or significance. Station will notify Agency of such cancellation as promptly as reasonably possible. If the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed cancelled without affecting the rate, discounts, or rights provided under this Agreement, except that Agency will not have to pay Station any charges allocable to the cancelled Exhibition.

**6. FIXED RATE PURCHASES**

Notwithstanding the provisions of Paragraphs 4 and 5 above, unless the omitted or preempted Exhibition was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this Agreement, Station may preempt any such announcement at its sole discretion for any reason, and in the event of preemption or omission, Agency shall continue to pay the full charge (no credit or refund will be given), but Agency shall be accorded another Exhibition at a reasonably satisfactory substitute date and time, at no additional charge therefor.

**7. RATE PROTECTION**

Station reserves the right at any time(s) to change the rates, discounts, or charges hereunder to conform to any rate card issued after the date of this Agreement ("New Rate Card"), provided that such changes will not be effective so as to increase the aggregate sums payable hereunder prior to the end of the rate protection period specified in the published rate card in effect on the date hereof ("Current Rate Card"), and further provided that the rate protection set forth in the Current Rate Card shall apply only if, and to the extent that, commencing no later than 30 days after the effective date of New Rate Card, announcements or programs hereunder are exhibited weekly without interruption or lapse unless caused by Station. Agency shall have the benefit (to be granted in the form of additional Exhibitions and not in cash) of any decrease in the aggregate sums payable hereunder beginning as of the effective date of the New Rate Card.

**8. AGENCY MATERIAL**

(a) All advertising and program materials shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 96 hours (exclusive of Saturdays, Sundays, and holidays) in advance of Exhibition. All materials furnished by Agency (i) shall not be contrary to the public interest; (ii) shall conform with all applicable laws, rules, and regulations; (iii) shall conform to the Station's then-existing advertisement and operating policies and quality standards; and (iv) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Agency agrees that its delivery of materials constitutes a representation that such materials may be exhibited without infringing or otherwise violating the rights of others. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for materials supplied by third parties on Agency's behalf.

(b) Unless specifically agreed to in writing by the parties, Agency will not collect or access any information from Station's users or users' devices, whether or not such information has been de-identified, anonymized and/or aggregated, by using, or having the appearance of using, the Company's website(s). Without limiting the foregoing, Agency will not use Station's website(s) to distribute cookies or other tracking technology, including, without limitation, Flash or browser based cookies.

(c) Any additional material furnished by Station either at Agency's request or because Station, in its sole discretion, has determined such additional material is necessary, shall be furnished at Agency's expense and shall be in addition to charges set forth on the face hereof. Station's exercise of its right to refuse to exhibit any advertisement or program hereunder, or revocation of any prior approval of advertising matter, shall not constitute a breach of this Agreement, and Station shall not be liable to Agency therefor. If Station shall fail to receive an acceptable advertisement or program within the time provided for herein, Station may use any previously approved advertisement or program available to Station, or, if there are none, may exhibit by audio or text as applicable the name or other identification or service to be advertised hereunder.

(d) If Agency requests within 30 days of the last Exhibition hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 30 days following the last Exhibition hereunder.

**9. INDEMNIFICATION**

Agency will indemnify, defend, and hold harmless Station from and against all claims, actions, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and disbursements) that arise out of or result from the Exhibition, preparation for Exhibition, or contemplated Exhibition of materials furnished by or on behalf of Agency or furnished by Station at Agency's request for use in connection with Agency's advertising or other program materials, and Station will similarly indemnify, defend, and hold harmless Agency and Advertiser with respect to all other materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this Paragraph shall survive the termination or expiration of this Agreement.

**10. GENERAL**

(a) Station will exhibit the advertisements or programs covered by this Agreement on the schedule provided on the face hereof.

(b) If this Agreement is with a recognized advertising agency, a commission not to exceed 15% will be allowed on all Exhibition charges unless otherwise provided on the face hereof and provided Station's bills are paid when due. If this Agreement is with a media buying service, all references herein to Agency shall apply to the media buying service. If this Agreement is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.

(c) Agency shall not assign this Agreement except to another agency that succeeds to its business of representing Advertiser, and provided that (i) Agency or Advertiser notifies Station in writing of such assignment, (ii) Station approves the creditworthiness of the successor agency, and (iii) the successor agency assumes in writing all of Agency's obligations hereunder. Following the effective date of such assignment, only the successor agency shall be entitled to commissions, if any, on billings for Exhibitions thereafter. Station is not required to exhibit hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.

(d) Notwithstanding any other provision of this Agreement, any specification or order for Exhibitions during a particular portion of a program or segment listed on the face hereof, or for Exhibitions on a particular page or section of Station's website, shall be treated as a request only, and Station shall not be obligated to comply with such request.

(e) Any taxes, whether federal, state or local, including sales and use taxes, that may be imposed in connection with any advertising or programs exhibited pursuant to this Agreement that may be advanced by Station on behalf of Agency shall be reimbursed by Agency in addition to any amounts otherwise due.

(f) Station at its sole discretion shall determine the nature and extent of Advertiser's exclusive sponsorship, if any, of any program or webpage (or portion thereof).

(g) This Agreement contains the entire understanding between parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, where Station's home office is located. When there is any inconsistency between these standard conditions and a provision of the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 5) shall be in writing given only by overnight mail or fax (subject to electronic confirmation), addressed to other party at the address on the face hereof, and shall be deemed given on the date it was delivered. In the event of an alleged breach by Station, Advertiser shall not be entitled to recover damages in excess of its out-of-pocket costs; no recovery for anticipated profits or damage to reputation of the Advertiser or its product or services shall be permitted.

(h) Station does not discriminate in the sale of advertising time or space, and will accept no advertising that is placed with an intent to discriminate on the basis of race or ethnicity. Agency hereby certifies that it is not buying broadcasting air time or advertising space under this Agreement for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, ethnicity, national origin, or ancestry.