

CONTRACT



Univision Receivables Co LLC
 6006 South 30th Street
 Phoenix, AZ 85042
 (602) 243-3333

<u>Contract / Revision</u> 254746 /		<u>Alt Order #</u> 10745948	
<u>Advertiser</u> Advancing Arizona		<u>Original Date / Revision</u> 01/23/24 / 03/06/24	
<u>Contract Dates</u> 03/05/24 - 03/11/24		<u>Estimate #</u> 281	
<u>Product</u> ADVANCING ARIZONA			
<u>Order Brand</u> Various	<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Broadcast	<u>Cash/Trade</u> Cash
<u>Property</u> KUVE		<u>Account Executive</u> Ian Ambron	<u>Sales Office</u> COX National-P
<u>Special Handling</u>			
<u>Demographic</u> Adults 35+			
<u>Agy Code</u> 9920514	<u>Advertiser Code</u> 2	<u>Product 1/2</u> 2	
<u>Agency Ref</u> 6166		<u>Advertiser Ref</u>	

And:

Old Towne Media, LLC
 114 Quay Street
 Alexandria, VA 22314

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	PCode	Type	Spots	Amount
N 1	KUVE	03/05/24	03/11/24	MF 6a NWS	6a-7a		:30			P-01	NM	4	\$960.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>				
Week:		03/05/24	03/11/24	MTWTF--				4	\$240.00				
N 2	KUVE	03/05/24	03/11/24	MF 10a	10a-11a		:30			P-01	NM	4	\$1,360.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>				
Week:		03/05/24	03/11/24	MTWTF--				4	\$340.00				
N 3	KUVE	03/05/24	03/11/24	MF 11-1130a	11a-1130a		:30			P-01	NM	4	\$1,360.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>				
Week:		03/05/24	03/11/24	MTWTF--				4	\$340.00				
	<u>Spot</u>	<u>Ch</u>	<u>Date Range</u>	<u>Description</u>	<u>Start/End Time</u>	<u>Weekdays</u>	<u>Length</u>		<u>Rate</u>		<u>Type</u>		
	5	KUVE	03/06/24-03/06/24	MF Daytime News Makegood	10:30 AM-11:00 AM	AN---W-----	:30		\$340.00		NM		
	Ⓜ MG for 3.4 03/06 Makegood												
N 4	KUVE	03/05/24	03/11/24	MF 1130a-12p	1130a-12p		:30			P-01	NM	4	\$1,360.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>				
Week:		03/05/24	03/11/24	MTWTF--				4	\$340.00				
	<u>Spot</u>	<u>Ch</u>	<u>Date Range</u>	<u>Description</u>	<u>Start/End Time</u>	<u>Weekdays</u>	<u>Length</u>		<u>Rate</u>		<u>Type</u>		
	5	KUVE	03/06/24-03/06/24	MF Daytime News Makegood	10:00 AM-10:30 AM	AN---W-----	:30		\$340.00		NM		
	Ⓜ MG for 4.2 03/06 Makegood												
N 5	KUVE	03/05/24	03/11/24	MF 5-530p	5p-530p		:30			P-01	NM	1	\$1,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>				
Week:		03/05/24	03/11/24	MTWTF--				1	\$1,000.00				
N 6	KUVE	03/05/24	03/11/24	MF 530-6p	530p-6p		:30			P-01	NM	1	\$1,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>				
Week:		03/05/24	03/11/24	MTWTF--				1	\$1,000.00				
N 7	KUVE	03/05/24	03/11/24	MF 9p	9p-10p		:30			P-01	NM	2	\$2,560.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>				
Week:		03/05/24	03/11/24	MTWTF--				2	\$1,280.00				
N 8	KUVE	03/05/24	03/11/24	MF 10-1035p	10p-1035p		:30			P-01	NM	2	\$2,000.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>				
Week:		03/05/24	03/11/24	MTWTF--				2	\$1,000.00				
N 9	KUVE	03/09/24	03/09/24	Sa 530p	530p-6p		:30			P-01	NM	1	\$650.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>				
Week:		03/04/24	03/10/24	-----1-				1	\$650.00				

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

Univision and its stations do not discriminate in advertising contracts on the basis of race or ethnicity. Any provision in any order or agreement for advertising that purports to discriminate on the basis of race or ethnicity, even if handwritten, typed or otherwise made part of a particular contract, is hereby rejected.



Univision Receivables Co LLC
6006 South 30th Street
Phoenix, AZ 85042
(602) 243-3333

<u>Contract / Revision</u>	<u>Alt Order #</u>
254746 /	10745948

<u>Advertiser</u>	<u>Original Date / Revision</u>
Advancing Arizona	01/23/24 / 03/06/24

<u>Contract Dates</u>	<u>Product</u>	<u>Estimate #</u>
03/05/24 - 03/11/24	ADVANCING ARIZONA	281

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	PCode	Type	Spots	Amount
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>				
<u>Spot</u>	<u>Ch</u>	<u>Date Range</u>		<u>Description</u>	<u>Start/End Time</u>	<u>Weekdays</u>	<u>Length</u>		<u>Rate</u>		<u>Type</u>		
2	KUVE	03/09/24-03/09/24		Sa 4p	4:30 PM-5:00 PM	-----Sa--	:30		\$650.00		NM		
	Ⓜ MG for 9.1 03/09 Makegood												
Totals												23	\$12,250.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
02/26/24 - 03/11/24	23	\$12,250.00	(\$1,837.50)	\$10,412.50
Totals	23	\$12,250.00	(\$1,837.50)	\$10,412.50

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

Univision and its stations do not discriminate in advertising contracts on the basis of race or ethnicity. Any provision in any order or agreement for advertising that purports to discriminate on the basis of race or ethnicity, even if handwritten, typed or otherwise made part of a particular contract, is hereby rejected.

CONDITIONS OF CONTRACT

(Univision Property Advertising Contract Standard Terms and Conditions)

1. DEFINITIONS

1.1 "Advertiser" means the client, whether or not being represented by Agency, for which advertising inventory is being purchased under this Contract.

1.2 "Agency" means both the advertising/creative firm named on the face page of this Contract and the Advertiser, unless the context indicates otherwise. If this Contract is entered into directly with an Advertiser, all references in this Contract to "Agency" shall mean "Advertiser."

1.3 "Broadcasting Standards" means Company's generally applicable broadcast standards and practices then-currently in effect, as such may be updated from time to time in Company's sole discretion.

1.4 "Company" means the Univision Entity denoted on the signature line for the applicable Contract under which Advertiser purchased advertising inventory. In the absence of such an agreement, "Company" shall mean the Univision Entity designated in good faith by the Univision Entities as the appropriate signatory for such Contract and the Univision affiliated property (e.g., television station, radio station, or digital property) that will distribute the Commercials and/or provide the Services (defined below), including without limitation the property indicated on the face page unless the context indicates otherwise (collectively "Univision"). As used herein, "Univision Entity" means Univision Communications, Inc. ("UCI"), its parents, affiliates, and subsidiaries, and any entities in which UCI has an equity interest now existing or hereafter formed or acquired.

1.5 "Company Advertising Guidelines" means Company's then-current standard advertising guidelines, as such may be updated from time to time in Company's sole discretion.

1.6 "Day" means calendar day unless expressly indicated otherwise (such as "Business Day"). "Business Day" shall mean Monday through Friday, excluding United States of America federal banking holidays.

1.7 "Contract" means the face page (e.g., insertion order, purchase order, etc.) approved in writing by Company, together with these Conditions of Contract, credit applications of Agency, Company's invoices furnished under this Contract, and all other attachments, schedules, exhibits attached hereto or expressly made a part of this Contract.

2. PAYMENT AND BILLING

2.1 Promise to Pay. As a material inducement for Company to distribute Agency's commercial announcements and content ("Commercials") and/or provide other services, including but not limited to, remote broadcasts and promotions ("Services"), Agency shall pay each Company invoice in accordance with the terms of this Contract.

2.2 Billing. Company shall submit invoices to Agency at Agency's address set forth on the face page of this Contract. Invoices shall be sent by Company at intervals following distribution of Agency's Commercial(s) or performance of Services.

2.3 Payment Due Date. Agency shall pay, or shall cause each such invoice(s) to be paid, within **thirty (30)** days of the applicable invoice date.

2.4 Taxes. Any and all sales, use, gross receipts, media or similar taxes whether federal, state or local, which may be charged or assessed for collection by Company on account of this Contract or the performance of any obligations hereunder shall be the responsibility of and paid by Agency, including, without limitation, as may be included on the invoices as a separate, additional charge.

2.5 Manner of Payment. Payments by or on behalf of Agency shall be made, without offset or any deductions, in lawful money of the United States by check (company, cashier's or certified) or by wire transfer to Company's designated account(s). Information regarding such account shall be provided upon Agency's request. Unless payment shall be made by wire transfer, all invoice payments shall be delivered to Company at the address indicated on the invoice.

3. JOINT AND SEVERAL LIABILITY

As a material consideration for Company to distribute the Commercial(s) and/or provide the Services, Agency and Advertiser shall be jointly and severally liable to Company for all payment and other obligations of Agency under this Contract. Agency and Advertiser each waive notice of default(s) by Agency and/or Advertiser of any of their obligations under this Contract. Advertiser acknowledges and agrees that payment by Advertiser to Agency for services rendered by Agency to Advertiser in connection with or relating to this Contract shall not relieve Advertiser from its joint and several liability obligations to Company hereunder. Without limiting the generality of the foregoing, to the extent permitted under applicable laws (including court decisions), Agency and Advertiser each expressly waives any and all defenses arising under the law of suretyship, including, without limitation, under New York law or any available defenses similar to California Civil Code Sections 2809, 2810, 2819, 2845, 2849, 2850 and 2855, and California Civil Procedure Sections 580a, 580b and 580d, and any similar laws of other states that may be applicable. Agency and/or Advertiser shall not raise or plead any of the foregoing defenses in any dispute or proceeding arising or relating to this Contract.

4. PROGRAM AND COMMERCIAL MATERIAL

4.1 Programs and Material Supplied by Company. Unless otherwise indicated on the face page of this Contract, Company shall furnish the program(s) during which Commercials will be distributed. Agency acknowledges and agrees that all programs and any and all material, including trademarks, copyrights and other intellectual property rights (in whatever form or medium including but not limited to: tape, print, audio recording or electronic media) created or provided by, on behalf of, or through Company under this Contract, shall be and at all times remain the sole and exclusive property of Company and/or Company's licensors.

4.2 Commercials. At least five (5) days prior to the scheduled dates for distribution of Agency's Commercial(s) or performance of Services, Agency shall provide Company two (2) broadcast quality copies of each Commercial (in accordance with Company's Advertising Guidelines then in effect) that is to be distributed under this Contract. Agency shall also provide complete information for material related to the Commercials or that the Company deems necessary to distribute each of such Commercials.

4.3 Commercial Production and Presentation. Agency shall only deliver Commercials to Company that have been produced in conformance with Company's Advertising Guidelines and Broadcasting Standards then in effect.

4.4 Subject of Commercials. Without the prior written consent of Company, Agency shall not use the advertising inventory allotted for any of the Commercials to advertise any person or entity other than Advertiser, and shall not advertise any product and/or services other than those described in the face page of this Contract.

4.5 Services. At least ten (10) days prior to the date on which any Services are to be performed, Agency shall provide Company with such materials and instructions as Company may reasonably require.

4.6 Enhanced Sponsorship Identification. Agency represents and warrants that it (a) is aware that Section 73.1212(j) of FCC rules ("Section 73.1212(j)") requires enhanced sponsorship identification disclosures where programming is provided by a "foreign governmental entity" as defined in Section 73.1212(j) ("FGE"); (b) is not a FGE and has no knowledge of any individual or entity in the chain of production or distribution of program material provided by Agency that qualifies as a FGE; and (c) is not aware of a FGE providing or promising to provide any money, service or other consideration as an inducement to distribute any program material provided by Agency to the Company.

5. RESERVED RIGHTS - COMPANY

5.1 Programming Changes. The face page of this Contract specifies whether Commercial(s) and Services are scheduled by time or by program. If the Commercial(s) or Services are scheduled by time, then changes in programming set forth in this Section 5.1 shall not affect the terms on the face page of this Contract. If Commercial(s) or Services are scheduled by program, Company shall have the right, at any time to terminate this Contract as to (a) any Commercial(s) within a sponsored program or programs scheduled hereunder if Company discontinues or changes the time of distribution of such program or programs, and/or (b) any Commercial(s) scheduled hereunder if the time periods reserved for such Commercial(s) are no longer available due to changes effected in Company's programming schedule, provided that Company provides Agency with notice of such termination at least ten (10) days prior to the date(s) upon which such Commercial(s) are scheduled to be distributed. In the event Company terminates some but not all of the Commercial(s) in accordance with this Section 5.1, Agency may terminate this Contract as to the Commercial(s) not canceled by Company that have not yet distributed by providing Company with written notice of such termination within seven (7) days of Company's cancellation notice to Agency.

5.2 Preemption. Company shall have the right to preempt the distribution of any program supplied by Company in connection with the distribution of any of the Commercial(s) and, in lieu thereof, to distribute any other program or event which, in its sole discretion, Company deems to be in the public interest or is of public necessity. Company shall notify Agency of such preemption in advance to the extent the circumstances allow for such notification. Otherwise, Company shall notify Agency as soon as reasonably possible after the preemptive event. Any Commercial preempted may be distributed at a new time selected by mutual agreement of Company and Agency. In the event the parties are unable to reach agreement on the substitute time, the Commercial(s) preempted shall be deemed canceled without affecting the rates, discounts and/or Company's rights under this Contract, and Agency shall have no obligation to pay any time charges for the canceled distribution of the affected Commercial.

5.3 Right to Reject; Approval of Material and Performers. In accordance with Company's Advertising Guidelines then in effect, each Commercial (initial and edited versions) shall be submitted to Company for clearance as set forth in section 4.2 above. Company, at all times, shall have the right, in its sole discretion, to review and approve or disapprove (reject) any Commercial. Without limiting the generality of the foregoing, Company, at all times, shall also have the right not to distribute any Commercial that in Company's sole discretion is in bad taste or of poor technical quality, or does not comply with Company's Advertising Guidelines and/or Broadcasting Standards (collectively, the "Standards") then in effect or that Company in good faith believes may violate privacy or other rights of third parties or applicable requirements under FCC, FTC (or other) laws or regulations or otherwise. Any Commercial rejected shall be edited by Agency to satisfy: the Standards or Company's other concerns; and/or applicable laws, regulations and/or orders of governmental agencies and/or courts. Expenses related to the delivery of Commercials (and material related to such Commercials) to and from Company shall be paid by Agency. Company may cause Agency to substitute other musical composition for any designated by Agency that cannot be cleared under Company's performing rights licenses then in effect. All material and performers furnished by Agency are subject to Company's prior written approval.

5.4 Substantiation of Product. In accordance with Company's Advertising Guidelines, Agency shall provide written substantiation on each product and/or service claim made in any Commercial. Agency shall provide hereunder the kind of substantiation required under FTC advertising requirements. Agency agrees that time is of the essence with respect to its obligations hereunder.

5.5 Rates. The rates contained on the face page shall apply to this Contract only. Company hereby reserves the right to change the rates, discounts and charges hereunder to conform to any new Company rate card(s).

6. TERM; TERMINATION; EARLY CANCELLATION; SUSPENSION OF DISTRIBUTION

6.1 Term. Unless sooner terminated or canceled as provided below, this Contract shall be effective as of the date indicated in the "Date Entered" box located on the face page of this Contract and, except for rights and obligations, including but not limited to payment obligations that by their nature shall survive termination, shall terminate upon either the last distribution of a Commercial to be distributed under this Contract; performance of the last Service to be provided or the last cancellation of a Commercial that was to be distributed or Service that was to be performed under this Contract, whichever comes later ("Contract Term").

6.2 Termination by Company; Right to Suspend Distribute.

(a) Company, in its sole discretion, may terminate this Contract upon written notice to Agency in the event that:

- (1) Agency and/or Advertiser have failed to pay any invoice under this Contract as and when due;
- (2) Agency and/or Advertiser have breached any of its/their obligations (other than the payment of money) under the Contract;
- (3) Agency and/or Advertiser are/is adjudicated a bankrupt; Agency and/or Advertiser files a petition for protection under bankruptcy or similar insolvency laws; Agency and/or Advertiser makes an assignment of its assets, business or operations for the benefit of creditors; or an involuntary petition under bankruptcy or similar insolvency laws is filed on behalf of Agency and/or Advertiser which is not vacated or discharged within thirty (30) days of such petition's filing date;
- (4) Company determines in good faith that the credit or assets of Agency and/or Advertiser have been impaired;
- (5) It comes to the Company's attention or the Company is notified that a claim is pending or threatened against Company,

Agency, Advertiser or other person (individual, corporation or other entity) caused by, arising out of, or resulting from Agency's Commercial(s) distribution or to be distributed under this Contract including but not limited to the text, art, graphics, music or pictorial content of any Commercial furnished by Agency or program material furnished by Agency or Company, or otherwise; or (6) Agency and/or Advertiser have breached any other agreement with Company, whether now in existence or entered into after the date of this Contract. Company shall provide Agency written notice of termination pursuant to this Section 6.2, which shall become effective five (5) days from the notice date.

(b) If any Company invoice has not been paid as and when due, in its sole discretion and without notice, Company may suspend the distribution of Commercials scheduled for distributing or performance of Services.

6.3 Termination by Agency. Agency may terminate this Contract only if Company fails to cure its material breach of this Contract within ten (10) days after receipt by Company of written notice of such breach (the "Cure Period"). If Company fails to cure such breach within the Cure Period, Agency may then give Company written notice of such failure to cure and such termination will be effective ten (10) days after Company's receipt of such notice.

6.4 Termination by Mutual Agreement. Company and Agency may terminate this Contract prior to the expiration of the Contract Term upon mutual written agreement.

6.5 Force Majeure. The failure to distribute any Commercial or provide any Service on account of a Force Majeure Event shall not constitute a breach of this Contract by Company.

(a) In the event of Force Majeure, Company shall have the right to (1) reschedule Commercial(s) not distributed or Services not provided to another time, subject to Agency's consent which shall not be unreasonably withheld or (2) cancel this Contract as to each Commercial which could not be distributed due to Force Majeure. All or any part of a scheduled program or Commercial not distributed or which is canceled due to Force Majeure, any make good, credit or rebate for the total or partial interruption or cancellation shall be subject to good faith negotiations of Agency and Company.

(b) Force Majeure means, without limitation: any act of God; inevitable accident; public emergency or necessity; flood; earthquake; hurricane and other inclement weather; fire; strike or other labor dispute; act of public enemy; enactment, regulation, rule, order or act of government or governmental instrumentality; riot or civil commotion; failure of technical facilities or mechanical breakdown; or other cause of similar or different nature beyond the control of Company.

6.6 Cancellation. As long as Agency is not otherwise in material default under this Contract, Agency may cancel this Contract by providing the Univision property(ies) that were scheduled to distribute the Commercials no less than fourteen (14) days prior written notice of cancellation.

6.7 Effect of Termination or Cancellation - By Company or by Mutual Agreement. If Company terminates this Contract in accordance with Section 6.2 or the parties elect to terminate in accordance with Section 6.4, Agency's obligations to pay any and all amounts due and owing to Company under this Contract and/or invoices and all other rights of Company that by their nature survive termination (for example, indemnity rights) shall survive such termination. Agency shall not be relieved from any of its obligations that survive such early termination of this Contract.

6.8 Effect of Termination or Cancellation - Agency. If Agency terminates this Contract in accordance with Section 6.3, except for Agency's obligations to pay amounts and other charges which have accrued as of the termination date and except for those other rights which by their nature survive termination (such as indemnity rights), Agency shall have no further obligations under this Contract. If Agency elects to cancel the distribution of certain Commercials or performance of certain Services in accordance with Section 6.6, all fees and other charges which have accrued or that remain outstanding as of the cancellation date shall remain due and payable in accordance with this Contract.

6.9 Limitation of Liabilities. **IT IS THE EXPRESS INTENTION AND AGREEMENT OF THE PARTIES THAT, IN THE EVENT OF A BREACH OF THIS CONTRACT BY COMPANY, COMPANY SHALL NOT BE LIABLE IN ANY MANNER FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER ALLEGED UNDER BREACH OF CONTRACT OR TORT THEORIES OR OTHERWISE. IN ANY EVENT, COMPANY'S MAXIMUM LIABILITY ARISING OUT OF ANY CONTRACT SHALL BE LIMITED TO THE TOTAL DOLLAR AMOUNT ACTUALLY PAID TO COMPANY BY OR ON BEHALF OF AGENCY UNDER THE APPLICABLE CONTRACT.**

7. OTHER COVENANTS

7.1 Compliance with FCC and FTC Laws and Regulations; Third Party Consents/Approvals. Agency shall comply with all Federal, state and/or local laws that apply to its business and/or the Commercials or Services, including but not limited to FCC and FTC laws and regulations. Prior to the delivery of each Commercial to Company, Agency shall have obtained all permits, consents and/or approvals that may be necessary from third parties for the production/content of such Commercial.

7.2 Indemnity. Agency and Advertiser shall jointly and severally indemnify, hold harmless and defend Company, its parents, affiliates, and subsidiaries, and its and their officers, directors, shareholders, employees and agents (collectively, the "Indemnitees") from all Claims (as defined in the next sentence). The defense rights and indemnity in favor of Indemnitees shall be from and against any liability, claim, cause of action, suit, loss, damages, fine, judgment, settlement and expenses (including attorneys' fees and court costs) which may be sustained, made or incurred by any Indemnitee arising out of any breach or alleged breach of any covenant, warranty, representation or agreement made by Agency and/or Advertiser in this Contract and/or the planned and/or actual distribution of any Commercial or performance of any Service including without limitation, claims relating to or based upon: (a) infringement or unauthorized use by Agency or Advertiser of, or infringement of any patent, trademark, design, copyright, music performance rights or other proprietary or privacy right of any third party; (b) libel or slander against, or invasion of the right of privacy, publicity or property of, or violation or misappropriation of any other right of any third party; (c) the use of any talent provided by Agency and/or Advertiser for the Commercials; (d) the use of art work or other material in any Commercial; (e) liabilities, losses, damages and expenses (including, without limitation, reasonable attorneys' fees and costs) arising out of the Services, any of Advertiser's products or services, or any death, injury, loss or damage to Advertiser's employees or contractors; (f) Agency and/or Advertiser's breach or alleged breach of applicable law or regulation (including, without limitation, administrative fines resulting from such breach or alleged breach); and/or (g) any breach by Agency or Advertiser of any term, condition, warranty, representation, or obligation set forth hereunder (collectively, the "Claims"). Agency and Advertiser shall bear the full cost and expense of the defense of any such Claims, and, at the Indemnitees' election, Agency and Advertiser shall undertake, at its sole cost and expense, the defense of any such Claim,

using counsel reasonably approved by the Indemnitees, in which case: (1) the Indemnitees shall, at Agency and Advertiser's sole cost and expense, cooperate fully in the defense of the Claim; and (2) the Indemnitees may, at its sole cost and expenses, participate in such defense using counsel of its choosing. Agency and Advertiser shall not settle any Claim, in whole or in part, without the prior written consent of the Indemnitees, unless the Indemnitees: (A) admit no fault; (B) assume no liability; (C) incur no monetary obligations (e.g., to pay damages); and (D) are not obligated to undertake or forego any action.

7.3 Handling of Property; Mail. Company shall not be liable to any person for the loss of and/or damage to any Commercial or any other material or other property furnished by Agency in connection with the Commercials delivered by Agency to Company pursuant to this Contract, and shall not act as the bailee for such materials. Without the prior written consent of Company, Company shall not be obligated to accept or process any mail, correspondence or telephone inquiries made as a result of Agency's Commercials. Even if Company agrees to the foregoing, Company shall do so at the sole risk of Agency and subject to prompt reimbursement by Agency for all expenses incurred by Company hereunder.

8. WARRANTIES AND REPRESENTATIONS

Agency represents and warrants that Agency is the duly authorized agent of Advertiser with full power to act on Advertiser's behalf with respect to this Contract, and Agency has the power to enter into, deliver and perform, this Contract on behalf of Advertiser. Each of Agency and Advertiser hereby represents, warrants and covenants that: (a) it is duly organized and validly existing under the laws of the jurisdiction of its organization; (b) it has the power and authority to enter into this Contract, grant all rights to Company granted herein, and to perform fully its obligations hereunder; (c) it is under no contractual or other legal obligations that will interfere with its full, prompt and complete performance hereunder; and (d) it has obtained, and will maintain in full force during the term of this Contract, such legal authorization(s) as are necessary to exhibit and distribute the Commercials. The individual(s) executing this Contract on Agency's behalf is/are authorized to execute and deliver this Contract on behalf of both Agency and Advertiser. Agency agrees that this Contract is the legal, valid and binding obligation of Agency and/or Advertiser and shall be enforceable against Agency and/or Advertiser in accordance with its terms.

9. GENERAL PROVISIONS

9.1 Notices. All notices required to be given under this Contract shall be in writing and shall be delivered personally, electronically or by express, certified or registered mail to the respective addresses of the parties set forth on the face page of this Contract. Notices shall be deemed duly given on the date of personal delivery or on the date received electronically or on the date received if mailed by registered or certified mail, postage prepaid.

9.2 Severability. If any provision of this Contract is determined to be invalid or unenforceable, such provision shall not affect the validity or enforceability of any of the remaining provisions.

9.3 Waiver. A waiver by any party of any right or of any term or condition provided in this Contract shall not be construed to be a waiver of any other right, term or condition or subsequent breach. Except as provided in this Contract, all remedies, rights, undertakings, obligations and agreements contained in this Contract shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of any of the parties.

9.4 Entire Agreement. This Contract (as defined above) contains the entire agreement of the parties relating to and supersedes all prior agreements and understandings (whether written or oral) with respect to the subject matter of this Contract. This Contract may not be amended except pursuant to a written instrument or instruments signed by Company and Agency. Advertiser agrees that it may be required to execute certain documents and provide separate insurance related to any Services in addition to the Commercials set forth on the face page of this Contract.

9.5 Distribution Times. Except as otherwise set forth in this Contract or in circumstances whereby Company is obligated to change such times (e.g., breaking news), Company shall distribute the Commercials on the days and at the approximate hourly times provided in the face page of this Contract. Times indicated shall be those in effect on the respective days of distribution.

9.6 Relationship of Advertiser and Agency. If Agency is a recognized advertising agency, an agency commission of up to 15% shall be allowed; provided, however, that Agency shall first disclose the identity of, and specific commission percentage due by, the Advertiser(s) to Company in writing and on the face page of this Contract. If this Contract is entered into with an Advertiser instead of an advertising Agency, no commission shall be allowed or payable to such Advertiser.

9.7 Successors and Assigns. Agency may not assign any of its rights or obligations under this Contract without the prior written consent of Company. Company may assign this Contract to its parent or to any of Company's related subsidiaries, affiliates or any successor business to the business or assets of Company or its parent. This Contract shall inure to the benefit of and shall be binding upon the parties, their successors and assigns. If this Contract is made with the Advertiser (rather than the Agency representing such Advertiser), Advertiser may at any time appoint a recognized agency to act as its agent hereunder; provided, however, that Advertiser shall not be relieved of any of its obligations hereunder.

9.8 Governing Law; Venue. This Contract shall be governed and construed in accordance with the New York State laws (without giving effect to the choice of law principles). Each party irrevocably submits to the jurisdiction of any New York State or United States District Court sitting in the Borough of Manhattan in any action or proceeding arising out of or relating to, the transactions contemplated by, this Contract, and irrevocably agrees that any such action or proceeding may be heard and determined only in such New York or United States District Court. Each of the parties waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of an action or proceeding arising under or relating to this Contract.

9.9 Attorneys' Fees. Agency shall be liable to, and shall pay, Company for all expenses (including attorney's fees and expenses) resulting from collection efforts of any amounts due and owing to Company under this Contract. Subject to Agency's obligations to pay for enforcement costs and expenses related to collection of payments, the prevailing party shall be entitled to reasonable attorneys' fees, costs, expenses and interest, including the costs incurred in connection with any dispute arising from the breach of this Contract.

9.10 Survival. All payment obligations which have accrued but have not been performed by Agency, all of Company's indemnity rights, and all other rights which by their nature do not expire upon termination or cancellation of this Contract shall survive any termination or cancellation of this Contract.

9.11 No Discrimination. Company and its properties do not discriminate in advertising contracts on the basis of race or ethnicity. Any provision in any order or agreement for advertising that purports to discriminate on the basis of race or ethnicity, even if handwritten, typed or otherwise made part of a particular contract is hereby rejected.

9.12 Signatures; Counterparts. This Contract may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument. **NOTWITHSTANDING AGENCY'S AND/OR ADVERTISER'S FAILURE TO APPROVE THIS CONTRACT (INCLUDING, WITHOUT LIMITATION, BY DIGITAL MEANS) THIS CONTRACT SHALL BE DEEMED TO HAVE BEEN ACCEPTED BY AGENCY AND ADVERTISER UNLESS REJECTED IN WRITING WITHIN THREE (3) BUSINESS DAYS OF THE LATER OF THE "DATE ENTERED" OR "DATE LAST MODIFIED" INDICATED ON THE FACE PAGE OF THIS CONTRACT.**

9.13 Confidentiality. Advertiser shall not discuss this Contract, the terms hereof, or make any public or other announcement concerning this Contract, including without limitation, any terms and conditions, rates, discounts, or promotional value contained herein, without Company's prior written consent. Advertiser may have access to, or may acquire, confidential information concerning the Company and agrees to keep said information confidential in perpetuity both during and after this Contract.