# CONTRACT

ABC 7 CHICAGO

WLS-TV 190 North State Street Chicago, IL 60601 (312) 750-7777

http://abclocal.go.com/wls

And:

Strategic Media Services, Inc. 1911 North Fort Myer Drive Arlington, VA 22209

	Contract / Revision			Alt Order #			
	340432	/		WOC13606916			
Advertiser			Or	iginal Date / Revision			
IRVIN FOR ILLINOIS			C	05/16/22 / 05/16/22			
Contract Dates	Estimate #						
05/17/22 - 05/23/22	8947						
Product	•						
IRVIN FOR ILLINOIS 2022							

Billing Cycle EOM/EOC	Billing Cale Broadcast	endar_	Cash/Trade Cash
Property WLS-TV	Account Ex Neal Cuev		Sales Office Philadelphia NT
Special Handl	ing		
Demographic Adults 35+	_		
Agy Code 9912521	Advertiser Code 696		Product 1/2 783
Agency Ref 2641		Advertiser 71469	Ref

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	Type Spots	Amount
N 1 WLS 05/17/22 05/19/22 M-F 330a-359a Inside Ed	3:30 XM-3:59 XM	:30	NM 3	\$105.00
inside political window LUR  Start Date End Date Weekdays Spots/Week Week: 05/16/22 05/22/22 -111 3	<u>Rate</u> \$35.00			*
N 2 WLS 05/23/22 05/23/22 M-F 330a-359a Inside Ed	3:30 XM-3:59 XM	:30	NM 1	\$35.00
inside political window LUR  Start Date End Date Weekdays Spots/Week  Week: 05/23/22 05/29/22 1 1	<u>Rate</u> \$35.00			
N 3 WLS 05/17/22 05/20/22 America This Morning	4a-430a	:30	NM 4	\$300.00
inside political window LUR  Start Date End Date Weekdays Week: 05/16/22 05/22/22 -1111 4	<u>Rate</u> \$75.00			
N 4 WLS 05/23/22 05/23/22 America This Morning	4a-430a	:30	NM 1	\$75.00
inside political window LUR  Start Date End Date Weekdays Week: 05/23/22 05/29/22 1 1	<u>Rate</u> \$75.00			
N 5 WLS 05/17/22 05/20/22 ABC7 News @ 4:30a M-F	430a-5a	:30	NM 4	\$600.00
inside political window LUR  Start Date End Date Weekdays O5/16/22 O5/22/22 -1111 4	<u>Rate</u> \$150.00			
N 6 WLS 05/23/22 05/23/22 ABC7 News @ 4:30a M-F	430a-5a	:30	NM 1	\$150.00
inside political window LUR  Start Date End Date Weekdays Spots/Week  Week: 05/23/22 05/29/22 1 1	<u>Rate</u> \$150.00			
N 7 WLS 05/17/22 05/20/22 ABC7 News @ 5a M-F	5a-6a	:30	NM 8	\$3,200.00
inside political window LUR  Start Date End Date Weekdays Week: 05/16/22 05/22/22 - 8	Rate \$400.00			
N 8 WLS 05/23/22 05/23/22 ABC7 News @ 5a M-F	5a-6a	:30	NM 2	\$800.00
inside political window LUR  Start Date End Date Weekdays Week: 05/23/22 05/29/22 2 2  Spots/Week	Rate \$400.00			
N 9 WLS 05/17/22 05/20/22 ABC7 News @ M-F 6a	6a-7a	:30	NM 8	\$6,400.00
inside political window LUR			I	

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



 Contract Dates
 Product
 Estimate #

 05/17/22 - 05/23/22
 IRVIN FOR ILLINOIS 20
 8947

*Line	Ch Start	Date End Da	ite Description	1	Start/End Time	Days	Spots/ Length Week	Rate	TypeS	Spots	Amount
Wee	Start Date k: 05/16/22	End Date 05/22/22	Weekdays - 2222	Spots/Week 8	Rate \$800.00						
N 10	WLS 05/23/	/22 05/23/2	2 ABC7 News	@ M-F 6a	6a-7a		:30		NM	2	\$1,600.00
Wee	inside politica Start Date k: 05/23/22	I window LUR End Date 05/29/22	Weekdays 2	Spots/Week 2	Rate \$800.00						
N 11	WLS 05/17/	22 05/20/2	2 GMA M-F 7-	9a	7a-9a		:30		NM	16	\$14,400.00
Wee	inside politica Start Date k: 05/16/22	I window LUR End Date 05/22/22	Weekdays - 4444	Spots/Week 16	<u>Rate</u> \$900.00						
N 12	WLS 05/23/	22 05/23/2	2 GMA M-F 7-	·9a	7a-9a		:30		NM	4	\$3,600.00
	inside politica Start Date k: 05/23/22	End Date 05/29/22	Weekdays 4	Spots/Week 4	<u>Rate</u> \$900.00						
N 13	WLS 05/17/		•	& Ryan 9-10a	9a-10a		:30		NM	8	\$3,200.00
	inside politica Start Date k: 05/16/22	End Date 05/22/22	Weekdays - 2222	Spots/Week 8	<u>Rate</u> \$400.00						
N 14	WLS 05/23/		,	& Ryan 9-10a	9a-10a		:30		NM	2	\$800.00
Wee	inside politica Start Date k: 05/23/22	I window LUR End Date 05/29/22	Weekdays 2	Spots/Week 2	Rate \$400.00						
N 15	WLS 05/17/				10a-11a		:30		NM	8	\$6,800.00
Wee	inside politica Start Date k: 05/16/22	I window LUR End Date 05/22/22	Weekdays - 2222	Spots/Week 8	Rate \$850.00						
N 16	WLS 05/23/				10a-11a		:30		NM	2	\$1,700.00
	inside politica Start Date k: 05/23/22	End Date 05/29/22	Weekdays 2	Spots/Week 2	<u>Rate</u> \$850.00						
N 17	WLS 05/17/				11a-12p		:30		NM	8	\$4,000.00
Wee	inside politica Start Date k: 05/16/22	End Date 05/22/22	Weekdays - 2222	Spots/Week 8	Rate \$500.00						
N 18	WLS 05/23/				11a-12p		:30		NM	2	\$1,000.00
	inside politica Start Date k: 05/23/22	End Date 05/29/22	Weekdays 2	Spots/Week 2	<u>Rate</u> \$500.00						
N 19	WLS 05/17/				12p-1p		:30		NM	8	\$4,000.00
Wee	inside politica Start Date k: 05/16/22	End Date 05/22/22	Weekdays - 2222	Spots/Week 8	Rate \$500.00						
N 20	WLS 05/23/		,		12p-1p		:30		NM	2	\$1,000.00
	inside politica Start Date k: 05/23/22	End Date 05/29/22	Weekdays 2	Spots/Week 2	Rate \$500.00						
N 21		/22 05/20/2:	•	mron Hall	1p-2p		:30		NM	8	\$3,200.00
Wee	inside politica Start Date k: 05/16/22	I window LUR End Date 05/22/22	Weekdays - 2222	Spots/Week 8	Rate \$400.00						
N 22	WLS 05/23/ inside politica			mron Hall	1p-2p		:30		NM	2	\$800.00

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 Contract / Revision
 Alt Order #

 340432 /
 WOC13606916

 Contract Dates
 Product
 Estimate #

 05/17/22 - 05/23/22
 IRVIN FOR ILLINOIS 20
 8947

*Line	Ch Start	Date End Da	ate Description	ı	Start/End Time	Days	Length	Spots/ Week	Rate	TypeS	Spots	Amount
Weel	Start Date k: 05/23/22	End Date 05/29/22	Weekdays 2	Spots/Week 2	Rate \$400.00							
N 23	WLS 05/17/	/22 05/20/2	2 General Hos	pital	2p-3p		:30			NM	8	\$5,600.00
	inside politica Start Date k: 05/16/22	I window LUR End Date 05/22/22	<u>Weekdays</u> - 2222	Spots/Week 8	<u>Rate</u> \$700.00							
N 24	WLS 05/23/	/22 05/23/2	2 General Hos	pital	2p-3p		:30			NM	2	\$1,400.00
	inside politica Start Date k: 05/23/22	I window LUR End Date 05/29/22	Weekdays 2	Spots/Week 2	<u>Rate</u> \$700.00							
	WLS 05/17/			n	3-330p		:30			NM	8	\$5,600.00
	inside politica Start Date k: 05/16/22	I window LUR End Date 05/22/22	Weekdays - 2222	Spots/Week 8	<u>Rate</u> \$700.00							
	WLS 05/23/			n	3-330p		:30			NM	2	\$1,400.00
	inside politica Start Date k: 05/23/22	I window LUR End Date 05/29/22	Weekdays 2	Spots/Week 2	<u>Rate</u> \$700.00							
	WLS 05/17/		' '		330p-4p		:30			NM	8	\$9,600.00
	inside politica Start Date k: 05/16/22	I window LUR End Date 05/22/22	Weekdays - 2222	Spots/Week 8	Rate \$1,200.00							
	WLS 05/23/		. ,		330p-4p		:30			NM	2	\$2,400.00
	inside politica Start Date k: 05/23/22	I window LUR End Date 05/29/22	Weekdays 2	Spots/Week 2	Rate \$1,200.00							
	WLS 05/17/			@ 4p M-F	4p-5p		:30			NM	8	\$7,600.00
	inside politica Start Date k: 05/16/22	I window LUR End Date 05/22/22	Weekdays - 2222	Spots/Week 8	<u>Rate</u> \$950.00							
	WLS 05/23/			@ 4p M-F	4p-5p		:30			NM	2	\$1,900.00
	inside politica Start Date k: 05/23/22	End Date 05/29/22	Weekdays 2	Spots/Week 2	<u>Rate</u> \$950.00							
	WLS 05/17/			@ 5p M-F	5p-530p		:30			NM	8	\$12,000.00
Weel	inside politica Start Date k: 05/16/22	End Date 05/22/22	Weekdays - 2222	Spots/Week 8	<u>Rate</u> \$1,500.00							
			2 ABC7 News	@ 5p M-F	5p-530p		:30			NM	2	\$3,000.00
	inside politica Start Date k: 05/23/22	End Date 05/29/22	Weekdays 2	Spots/Week 2	Rate \$1,500.00							
	WLS 05/17/			Tonight 530-6p	5:30 PM-6:00 PM		:30			NM	4	\$24,000.00
	inside politica Start Date k: 05/16/22	I window LUR End Date 05/22/22	Weekdays - 1111	Spots/Week 4	Rate \$6,000.00							
	WLS 05/23/			Tonight 530-6p	5:30 PM-6:00 PM		:30			NM	1	\$6,000.00
	inside politica Start Date k: 05/23/22	I window LUR End Date 05/29/22	Weekdays 1	Spots/Week 1	Rate \$6,000.00							
	WLS 05/17/ inside politica			@ 6p M-F	6p-630p		:30			NM	8	\$17,600.00

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Advertiser

Contract / Revision Alt Order # WOC13606916 340432

Original Date / Revision **IRVIN FOR ILLINOIS** 05/16/22 / 05/16/22

**Contract Dates** Product Estimate # IRVIN FOR ILLINOIS 20 8947 05/17/22 - 05/23/22

*Line Ch Start Date End Date Description Time Days Le	ength Week Rate T	ype Spots	Amount
Start Date         End Date         Weekdays         Spots/Week         Rate           Week:         05/16/22         05/22/22         - 2222         8         \$2,200.00			
N 36 WLS 05/23/22 05/23/22 ABC7 News @ 6p M-F 6p-630p	:30	NM 2	\$4,400.00
inside political window LUR  Start Date End Date Weekdays Spots/Week  Week: 05/23/22 05/29/22 2 2 2 \$2,200.00			
N 37 WLS 05/17/22 05/20/22 Wheel of Fortune 626p-656p	:30	NM 8	\$18,400.00
inside political window LUR <u>Start Date</u>			
N 38 WLS 05/23/22 05/23/22 Wheel of Fortune 626p-656p	:30	NM 2	\$4,600.00
inside political window LUR  Start Date End Date Weekdays Spots/Week  Week: 05/23/22 05/29/22 2 2 \$2,300.00			
N 39 WLS 05/17/22 05/20/22 ABC7 News @ 10p M-F/Su M-F 10-1035P / Su	:30	NM 8	\$18,400.00
inside political window LUR  Start Date End Date Weekdays Spots/Week Week: 05/16/22 05/22/22 - 2222- 8 \$2,300.00			
N 40 WLS 05/23/22 05/23/22 ABC7 News @ 10p M-F/Su M-F 10-1035P / Su	:30	NM 2	\$4,600.00
inside political window LUR  Start Date End Date Weekdays Spots/Week Week: 05/23/22 05/29/22 2 2 \$2,300.00			
N 41 WLS 05/17/22 05/20/22 Kimmel 1035p-1137p	:30	NM 8	\$6,400.00
inside political window LUR  Start Date End Date Weekdays Spots/Week Week: 05/16/22 05/22/22 - 2222- 8 \$800.00			
N 42 WLS 05/23/22 05/23/22 Kimmel 1035p-1137p	:30	NM 2	\$1,600.00
inside political window LUR  Start Date End Date Weekdays Spots/Week Week: 05/23/22 05/29/22 2 2 \$800.00			
N 43 WLS 05/17/22 05/20/22 Nightline 1137p-1208a	:30	NM 8	\$2,400.00
inside political window LUR  Start Date End Date Weekdays Spots/Week Week: 05/16/22 05/22/22 - 2222- 8 \$300.00			
N 44 WLS 05/23/22 05/23/22 Nightline 1137p-1208a	:30	NM 2	\$600.00
inside political window LUR  Start Date End Date Weekdays Spots/Week Week: 05/23/22 05/29/22 2 2 \$300.00			
N 45 WLS 05/17/22 05/17/22 Tu 8p-9p The Chase 8p-9p	:30	NM 1	\$4,000.00
inside political window LUR  Start Date End Date Weekdays Spots/Week Week: 05/16/22 05/22/22 -1 1 \$4,000.00			
N 46 WLS 05/18/22 05/18/22 Gold/Wndr/Connr/HomeEc 7-9p	:30	NM 1	\$5,000.00
inside political window LUR  Start Date End Date Weekdays Spots/Week Week: 05/16/22 05/22/221 1 \$5,000.00			
N 47 WLS 05/18/22 05/18/22 W 9p-10p Million Things 9p-10p	:30	NM 1	\$4,000.00
inside political window LUR  Start Date End Date Weekdays Spots/Week Week: 05/16/22 05/22/221 1 \$4,000.00			
N 48 WLS 05/19/22 05/19/22 Th 7p-8p Station 19 7p-8p inside political window LUR	:30	NM 1	\$5,500.00

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 Contract Dates
 Product
 Estimate #

 05/17/22 - 05/23/22
 IRVIN FOR ILLINOIS 20
 8947

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	Type Spots	Amount
Start Date         End Date         Weekdays         Spots/Week           Week:         05/16/22         05/22/22        1         1	<u>Rate</u> \$5,500.00			
N 49 WLS 05/19/22 05/19/22 Th 8p-9p Grey's Anatomy	8p-9p	:30	NM 1	\$9,000.00
inside political window LUR	Data			
Start Date         End Date         Weekdays         Spots/Week           Week:         05/16/22         05/22/22        1         1	Rate \$9,000.00			
N 50 WLS 05/19/22 05/19/22 Th 9p-10p Big Sky	9p-10p	:30	NM 1	\$4,500.00
inside political window LUR	Data			
Start Date         End Date         Weekdays         Spots/Week           Week: 05/16/22         05/22/22        1         1	Rate \$4,500.00			
N 51 WLS 05/20/22 05/20/22 F 7p-8p Shark Tank	7p-8p	:30	NM 1	\$5,500.00
inside political window LUR Start Date End Date Weekdays Spots/Week	Rate			
Week: 05/16/22	\$5,500.00			
N 52 WLS 05/21/22 05/21/22 NBA Conf Finals Playoffs	7:30 PM-10:00 PM	:30	NM 1	\$6,000.00
inside political window LUR Start Date	Rate			
Week: 05/16/22 05/22/221 1	\$6,000.00			
N 53 WLS 05/20/22 05/20/22 Fri 8p-10p 20/20	8:00 PM-10:00 PM	:30	NM 1	\$3,000.00
inside political window LUR Start Date End Date Weekdays Spots/Week	Rate			
Week: 05/16/22 05/22/221 1	\$3,000.00			
N 54 WLS 05/21/22 05/21/22 ABC7 News Sa 5a-6a	5a-6a	:30	NM 1	\$200.00
inside political window LUR Start Date End Date Weekdays Spots/Week	Rate			
Week: 05/16/22 05/22/221 1	\$200.00			
N 55 WLS 05/22/22 05/22/22 ABC7 News Su 5a	5a-6a	:30	NM 1	\$200.00
inside political window LUR Start Date End Date Weekdays Spots/Week	Rate			
Week: 05/16/22 05/22/22 1 1	\$200.00			
N 56 WLS 05/21/22 05/21/22 ABC7 News Sa @ 6a	6a-7a	:30	NM 1	\$500.00
inside political window LUR Start Date End Date Weekdays Spots/Week	Rate			
Week: 05/16/22 05/22/221 1	\$500.00			
N 57 WLS 05/22/22 05/22/22 ABC7 News Su @ 6a	6a-7a	:30	NM 1	\$500.00
inside political window LUR Start Date End Date Weekdays Spots/Week	Rate			
Week: 05/16/22 05/22/221 1	\$500.00			
N 58 WLS 05/21/22 05/21/22 GMA Sa 7-8a	7a-8a	:30	NM 1	\$800.00
inside political window LUR Start Date	Rate			
Week: 05/16/22 05/22/221- 1	\$800.00			
N 59 WLS 05/22/22 05/22/22 GMA Su 7-8a	7a-8a	:30	NM 1	\$800.00
inside political window LUR Start Date	Rate			
Week: 05/16/22 05/22/221 1	\$800.00			
N 60 WLS 05/21/22 05/21/22 8a-10a Sa Local news	8a-10a	:30	NM 1	\$700.00
inside political window LUR Start Date	Rate			
Week: 05/16/22 05/22/221- 1	\$700.00			
N 61 WLS 05/21/22 05/21/22 GMA Sa 10-11a	10a-11a	:30	NM 1	\$650.00
inside political window LUR			I	

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230

\$277,515.00



| Contract / Revision | Alt Order # | | WOC13606916

 Contract Dates
 Product
 Estimate #

 05/17/22 - 05/23/22
 IRVIN FOR ILLINOIS 20
 8947

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	Type Sp	ots	Amount
Week: O5/16/22 End Date Weekdays Spots/Week	<u>Rate</u> \$650.00				
N 62 WLS 05/21/22 05/21/22 ABC7 News @ 10p Sa	SA 10-11p	:30	NM	1	\$1,000.00
inside political window LUR  Start Date End Date Weekdays Week: 05/16/22 05/22/221- Spots/Week	Rate \$1,000.00				
N 63 WLS 05/22/22 05/22/22 ABC7 News Su @ 8a	8:00 AM-9:30 AM	:30	NM	1	\$600.00
inside political window LUR  Start Date End Date Weekdays Week: 05/16/22 05/22/221 Spots/Week	<u>Rate</u> \$600.00				
N 64 WLS 05/22/22 05/22/22 ABC7 News @ 5p Su	5p-530p	:30	NM	1	\$800.00
inside political window LUR  Start Date End Date Weekdays Week: 05/16/22 05/22/221 Spots/Week	<u>Rate</u> \$800.00				
N 65 WLS 05/22/22 05/22/22 Su 7p-10p American Idol	7:00 PM-10:00 PM	:30	NM	1	\$7,000.00
inside political window  Start Date End Date Weekdays Spots/Week  Week: 05/16/22 05/22/221 1	<u>Rate</u> \$7,000.00				

Totals

 Time Period
 # of Spots
 Gross Amount
 Agency Comm.
 Net Amount

 04/25/22 -05/23/22
 230
 \$277,515.00
 (\$41,627.25)
 \$235,887.75

 Totals
 230
 \$277,515.00
 (\$41,627.25)
 \$235,887.75

Signature:	Date:	

TERMS AND CONDITIONS

The advertiser named on the face hereof ("Advertiser") and the station (hereinafter, the "Company" or "Station") agree to the following terms and conditions (hereinafter, the "Agreement"), which shall govern all advertising, placed by the Advertiser or its authorized advertising agency or media buying service (hereinafter, "Agency"), including distribution of all such advertising via traditional broadcast television, internet streaming or downloading, broadband, video-on-demand, iptv, pay per view, wireless, mobile, webcasting and satellite to home, and distribution by any and all media now known or hereafter developed that the Company employs to distribute its programming:

#### () COMMERCIAL ANNOUNCEMENT TIME ORDER CONTRACTS:

The commercial announcement orders placed with the Company for spot announcements, infomercials, or time orders over the facilities of the Station (collectively, "commercial announcements") distributed in any and all media now known or hereafter developed, shall be governed by this Agreement, unless otherwise mutually agreed upon in writing by both parties. Company must be notified in writing within forty-eight (48) hours after receipt by Agency or Advertiser of this Agreement, of any corrections to the commercial announcement order(s) placed with Company. Advertiser and Agency acknowledge that upon Company's acceptance of Advertiser's sales order, Advertiser and Agency shall be deemed to have accepted the terms and conditions set forth herein. Company expressly rejects any modifications that Agency or Advertiser may seek to make to this Agreement, unless such modifications are accepted in writing by an officer of the Company.

### AGENCY-ADVERTISER RELATIONSHIP:

This Agreement is entered into by Agency or Advertiser's authorized media buying service, or both (jointly and severally referred to herein as "Agency") on behalf of Advertiser, as Advertiser's authorized agent. Agency warrants and represents that it is the duly authorized agent of Advertiser and Agency's arrangement with Advertiser specifically contemplates the placement and servicing of the advertising herein and the allowance of agency commissions as herein provided.

#### PAYMENT AND BILLING

- Agency is acting as agent for a disclosed principal, the Advertiser. Advertiser and Agency are jointly and severally liable to Company for payment for the commercial announcements and services rendered by the Company hereunder. Unless otherwise directed by Advertiser, Company will send all invoices for Advertiser's commercial announcements and services rendered hereunder for Advertiser, to Agency. Payment will be made in lawful U.S. currency within Net 30 days from date of invoice.
- Company will look to Agency for payment unless and until Agency becomes insolvent or otherwise fails for any reason to make the payments hereunder when due. Upon the occurrence of either such event, without relieving Agency of liability, Company will look to Advertiser for payment of all unpaid billings for commercial announcements and services rendered by Company hereunder (excluding advertising agency commissions for an agency recognized by Company).
- In the event that Company is not paid in accordance with the terms of this Agreement, or in the event of any other material breach of this Agreement by Advertiser or Agency, Company may, at its option, cancel this Agreement in addition to any other rights which it may have. Further, should the credit standing of Advertiser and/or Agency be at any time impaired in the sole opinion of Company, Company may, at its option, change the requirements as to the terms of payment for further commercial announcements to be telecast under this Agreement as it may see fit, including, but not limited to requiring direct payment of the net amount owed to Company directly from the Advertiser, or Company may cancel the remainder of the schedule accepted pursuant to this Agreement. Upon such cancellation, Advertiser and Agency be all to grow any outstanding disputes regarding the account with the Company. All charges for commercial announcements broadcast prior to the date of such cancellation shall become immediately due and Advertiser and Agency agree to pay such charges forthwith.
- In the event Agency and Advertiser fail to make payment as provided in this Agreement the Company shall be entitled to all costs of collection, including, but not limited to, the costs of any suit brought by Company, reasonable attorneys' fees and all other related fees and expenses. In addition, Company reserves the right to charge interest at a rate of one and one half percent (1.5%) per month, compounded monthly, on any past due balances
- Company agrees to Advertiser's payment of a fifteen percent (15%) commission to its Agency and, in order to facilitate such payment, Company agrees to invoice on a net basis
- If Advertiser is not represented by an Agency recognized by Company, no agency commission shall be allowed. 0

#### PREEMPTION/ROTATIONS/PROGRAM CANCELLATION:

\_Company shall have the right to preempt programs or portions thereof in time periods in which Advertiser's commercial announcements are scheduled and substitute other programs without notice to Advertiser or its Agency. If, as the result of any such preemption, an Advertiser's commercial announcement(s) is (are) not broadcast, Company and Advertiser, via its Agency, will negotiate in good faith a mutually satisfactory make-good announcement(s).

Examples of rotations supplied to Agency or Advertiser are for purposes of illustration only and are not guaranteed.

Company reserves the right at any time to terminate or to reschedule its broadcasting of any program or series sponsored hereunder. In each such instance, Company will negotiate with Agency in good faith in order to provide a mutually acceptable substitute sponsorship on terms and conditions to be agreed upon between Company and Agency. Company reserves the right, at any time, to make adjustments in the length of any program or series hereunder, and the length and scheduling of station breaks shall be as determined by Company.

## SPECIAL EVENTS:

Company reserves the right in its sole discretion without notice to Advertiser or its Agency, to preempt Advertiser's announcements in order to broadcast any special event (whether sustaining or sponsored) or announcements (including, but not limited to, paid political announcements) which it deems to be of public importance or significance. In such event, Company and Advertiser, via its Agency, will negotiate in good faith a mutually acceptable make-good announcement(s).

### TALENT AND MATERIAL:

- Unless otherwise provided herein, Agency shall furnish commercial announcements to Company, as well as complete transcripts, relating to the commercial announcement order, not less than three (3) business days (exclusive of Saturdays, Sundays or Legal Holidays) prior to the first telecast date. Advertiser shall pay all expenses for delivery of all such materials. In the event of late arrival of any of Advertiser's commercial announcements, Advertiser will be charged for any additional expenses incurred by Company by reason of such late delivery, as well as for the time for which it has contracted. Social security, employer tax, and all other obligations as to talent employed by Agency All commercial announcements must conform to the ABC, INC broadcast standards and operating policies, including technical quality and requirements, as well as Federal Communications Commission and other governmental standards and applicable laws, rules and regulations, and Company shall have the continuing right to reject commercial announcements or call upon Advertiser to edit and modify commercial announcements to the extent Company deems in necessary to make such commercial announcements conform to such policies and/or the public interest; provided, however, that Company approval of commercial announcements shall not affect the Advertiser's indemnification obligations owed to Company pursuant to this Agreement. For the avoidance of doubt, commercial announcements or call upon Advertiser's commercial announcements or conform with such policies for purposes of this Agreement. In addition, Company shall have the right to refuse to broadcast any of Advertiser's commercial announcements which any third party claims violates its rights. Company shall be turnished with clear and concise instructions with each commercial concerning any change in multiple product sequence at least three (3) business days prior to broadcast and Company is not responsible for the implementation of late multiple product sequence instructions. Advertiser an interactive features, data, or functionality, in each case, without the Company's prior written approval.
- Advertiser warrants and represents: (a) that any musical composition used in a commercial announcement is covered by an ASCAP, BMI or SESAC performing rights license or (b) that it has secured, at its expense, a performing rights license from the author, composer and publisher.
- () Advertiser and its Agency warrant and represent that no commercial announcement includes or will include any matter for which money, services or other valuable consideration is directly or indirectly paid, or promised to, or charged or accepted and its Agency Marian and represent dust in the second and include any manifest property of the second and accepted by Advertiser or its Agency. The term "service or obsideration" shall not include any service or property furnished without charge or at a nominal chategrafus and in connection with any commercial announcement unless it is so furnished in consideration of an identification in a broadcast of any person, product, service, trademark or brand name, beyond an identification which is reasonably related to the use of such service or property in the commercial announcement pursuant to 47 CFR § 73.121.2

# () FAILURE TO FURNISH COMMERCIAL ANNOUNCEMENTS TO COMPANY:

If Advertiser fails to furnish the required commercial announcements, or any part thereof, Advertiser will remain obligated to pay for the time for which it has contracted. If Advertiser's commercial announcements do not, in the opinion of the Company, conform to Company policies, and/or should Company reject Advertiser's commercial announcements in accordance with the terms in Section 6(a) above, then Company shall not be required to run the commercial announcements, and Advertiser will be required to furnish substitute commercial announcements and will remain obligated to pay for the commercial announcements for which it has contracted.

# FAILURE OF FACILITIES:

Any delay or interruption in broadcasting programs or failure at any time to broadcast Advertiser's commercial announcements, in whole or part, due to acts of God, strikes or threats of strikes, acts of war or terrorism, force majeure or due to any other causes beyond the reasonable control of Company (including, but not limited to mechanical breakdowns) shall not constitute a breach of this Agreement and Company shall not be liable to Advertiser, except that Company may (to the extent that such cases do not arise through the fault of Advertiser or its Agency) allow a pro-rata reduction in the amount of said pro-rata reduction shall be subject to negotiation.

Advertiser or Company may terminate a commercial announcement order placed pursuant to this Agreement by giving the other party written notice not less than four (4) broadcast weeks (exclusive of hiatus weeks) prior to the date on which such termination is to become effective, but no such notice shall be effective until completion of four (4) broadcast weeks (exclusive of hiatus weeks) from the start of the schedule under a commercial announcement order placed. If Advertiser so terminates a commercial announcement order, Advertiser will forfeit any discount which it would have earned had it fulfilled said order, and Advertiser will be billed at and agrees to pay the prevailing rates in effect when the commercial announcement order was extendible.

# WARRANTY, DEFENSE AND INDEMNIFICATION:

Advertiser and Agency warrant that the broadcasting of its commercial announcements will not violate the rights of any person, firm or corporation, or any applicable law, rule or regulation, and that the content, placement, and purchase of any of their commercial announcements will not impermissibly discriminate against any protected class or entity. Advertiser and Agency agree to indemnify, hold harmless and defend Company, its officers, directors, agents, employees, stockholders, and its subsidiaries from and against any and all claims, suits, damages, liabilities, costs and expenses, including any marrant or term set forth herein. Company's approval of Advertiser's commercial announcements for distribution shall not affect Advertiser's/agency's obligations hereunder. Company similarly agrees to indemnify, hold harmless and defend dAdvertiser and Agency with respect to any claims arising from the distribution of materials furnished by Company (except to the extent that claims arise from commercial announcements produced by Company on Advertiser's behalf and in accordance with Advertiser's/agency's specifications, in which case Advertiser and Agency shall indemnify Company). The indemnitor will be notified as soon as reasonably possible of any claim or the commencement of any litigation, and the indemnitee will cooperate fully in the defense of any such claim or litigation, including providing all relevant information in its possession or under its control. The terms of this paragraph shall survive the expiration or termination of this Agreement.

# NEW OR SPECIAL TAXES

Company reserves the right to charge Advertiser, in whole or in part, the amount of any applicable taxes (other than taxes based on net income) charged or assessed against Company on account of this Agreement or the performance of Company's obligations hereunder.

# GENERAL:

- Company shall not be liable for loss of or damage to any material or property furnished by Agency or Advertiser to Company hereunder, except for loss or damage caused by the gross negligence of Company or its employees 0
- () This Agreement, including the rights under it, may not be assigned or transferred without first obtaining the consent of the Company in writing, nor may Company be required to broadcast or otherwise perform hereunder for the benefit of any advertiser or product other than the Advertiser and the Advertiser's products named on the face of this Agreement
- Waiver by Company of any provision herein or waiver by Company of any breach of any provision herein shall not constitute a waiver of any other provision herein, or a waiver of further compliance with the same provision or a waiver of any subsequent breach of any provision herein.
- 0 Company represents that it is an Equal Opportunity Employer and that it does not discriminate against minority owned businesses or any protected class or entity.
- This Agreement is made subject to all applicable federal, state and municipal laws and regulations, including regulations of any government agency having jurisdiction hereof and shall be construed according to the laws of the state in which Company is located. Each party submits to exclusive jurisdiction and venue in the courts of the state in which Company is located.
- This Agreement contains the entire agreement between the parties and no modification of any of the provisions hereof shall be binding on Company unless evidenced in writing executed on Company's behalf by one of its authorized officers. 0
- To the extent this Agreement is for a time order, the words spot announcement or commercial announcement shall be read to mean time order throughout this Agreement.

0	Any provision or provisions of this Agreemen force and effect.	t which shall be held by any court to be void	ded or illegal shall in no way affect, in	npair or invalidate any other provision	hereof and the remaining provisions he	reof shall nevertheless remain in full