Contract Agreement Between:

CONTRACT



And:

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

NACI				
	Contract / Re	vision	Alt Order	#
	341309	/	WOC136	19367
Advertiser			Original Date	e / Revision
IRVIN FOR ILLINOIS			05/31/22	/ 06/01/22
Contract Dates	Estimate #			
05/31/22 - 06/10/22	9041			
Product			•	
IRVIN FOR ILLINOIS 20	22			
	Billing Cycle	Billing	Calendar	Cash/Trade
	EOM/EOC Broad		cast	Cash
	Property	Accou	nt Executive	Sales Office
	WLS-TV	WLS-TV Neal Cueva		Philadelphia NT
	Special Hand	ling		1
	Demographic	_		
	Adults 35+			
	Agy Code	Advert	iser Code	Product 1/2
	9912521	696		783
	Agency Ref		Advertise	er Ref
	2641		71469	
			1	
	Spots/		Tuno Crot	• • • • • • • • • • • • • • • • • • •
Days Length	n Week 🛛 Ra	ate	Type Spot	s Amount

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	Туре	Spots	Amount
N 1 WLS 06/01/22 06/03/22 America This Morning	4a-430a	:30	NM	3	\$375.00
inside political window <u>Start Date</u> End Date Weekdays Week: 05/30/22 06/05/22111 3	<u>Rate</u> \$125.00				
N 2 WLS 06/06/22 06/06/22 America This Morning	4a-430a	:30	NM	1	\$125.00
inside political window <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 06/06/22 06/12/22 1 1	<u>Rate</u> \$125.00				
N 3 WLS 06/01/22 06/03/22 ABC7 News @ 4:30a M-F	430a-5a	:30	NM	6	\$1,500.00
inside political window <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: <u>05/30/22</u> <u>06/05/22</u> <u>- 222- 6</u>	<u>Rate</u> \$250.00				
N 4 WLS 06/06/22 06/06/22 ABC7 News @ 4:30a M-F	430a-5a	:30	NM	2	\$500.00
inside political window <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: <u>06/06/22</u> <u>06/12/22</u> <u>2</u> <u>2</u>	<u>Rate</u> \$250.00				
N 5 WLS 06/01/22 06/03/22 ABC7 News @ 5a M-F	5a-6a	:30	NM	11	\$5,500.00
inside political window <u>Start Date</u> End Date Week: 05/30/22 06/05/22 344 <u>Spots/Week</u> 11	<u>Rate</u> \$500.00				
N 6 WLS 06/06/22 06/06/22 ABC7 News @ 5a M-F	5a-6a	:30	NM	4	\$2,000.00
inside political window <u>Start Date</u> End Date Weekdays Week: 06/06/22 06/12/22 4 4	<u>Rate</u> \$500.00				
N 7 WLS 06/04/22 06/04/22 ABC7 News Sa 5a-6a	5a-6a	:30	NM	4	\$1,000.00
inside political window <u>Start Date</u> End Date Week: 05/30/22 06/05/224- Spots/Week	<u>Rate</u> \$250.00				
N 8 WLS 06/05/22 06/05/22 ABC7 News Su 5a	5a-6a	:30	NM	4	\$1,000.00
inside political window <u>Start Date</u> End Date Week: 05/30/22 06/05/22 <u>Veekdays</u> Spots/Week 4	<u>Rate</u> \$250.00				
N 9 WLS 06/01/22 06/03/22 ABC7 News @ M-F 6a	6a-7a	:30	NM	12	\$12,000.00
inside political window					

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

ABC 7 CHICAGO	Product ract Dates Product 1/22 - 06/10/22 IRVIN FOR ILLI	05/31/22 Estimate	Estimate #			
Start/End	Spots/					
*Line Ch Start Date End Date Description Time	Days Length Week Rate	Type Spc	ots	Amount		
Start Date End Date Weekdays Spots/Week Rate Week: 05/30/22 06/05/22 444 12 \$1,000.00						
N 10 WLS 06/06/22 06/06/22 ABC7 News @ M-F 6a 6a-7a	:30	NM	4	\$4,000.00		
inside political window <u>Start Date</u> End Date Weekdays Week: 06/06/22 06/12/22 4 Spots/Week Rate 4 4 \$1,000.00						
N 11 WLS 06/04/22 06/04/22 ABC7 News Sa @ 6a 6a-7a	:30	NM	4	\$2,600.00		
inside political window <u>Start Date</u> End Date Weekdays Week: 05/30/22 06/05/22 4- <u>Spots/Week</u> <u>Rate</u> 4 \$650.00						
N 12 WLS 06/05/22 06/05/22 ABC7 News Su @ 6a 6a-7a	:30	NM	4	\$2,400.00		
inside political window <u>Start Date</u> End Date Weekdays Week: 05/30/22 06/05/22 4 <u>Spots/Week</u> <u>Rate</u> 4 \$600.00						
N 13 WLS 06/01/22 06/03/22 GMA M-F 7-9a 7a-9a	:30	NM	24	\$28,800.00		
inside political window <u>Start Date</u> End Date Weekdays Week: 05/30/22 06/05/22 888 24 \$1,200.00						
N 14 WLS 06/06/22 06/06/22 GMA M-F 7-9a 7a-9a	:30	NM	8	\$9,600.00		
inside political window <u>Start Date</u> End Date Weekdays Week: 06/06/22 06/12/22 8 8 \$						
N 15 WLS 06/04/22 06/04/22 GMA Sa 7-8a 7a-8a	:30	NM	4	\$3,800.00		
inside political window <u>Start Date</u> End Date Weekdays Week: 05/30/22 06/05/22 4- <u>Spots/Week</u> <u>Rate</u> <u>4</u> \$950.00						
N 16 WLS 06/05/22 06/05/22 GMA Su 7-8a 7a-8a	:30	NM	4	\$3,800.00		
inside political window <u>Start Date</u> End Date Weekdays <u>Spots/Week</u> <u>Rate</u> 4 \$950.00						
N 17 WLS 06/04/22 06/04/22 8a-10a Sa Local news 8a-10a	:30	NM	6	\$5,100.00		
inside political window <u>Start Date</u> End Date Weekdays <u>Spots/Week</u> <u>Rate</u> 6 \$850.00						
N 18 WLS 06/05/22 06/05/22 ABC7 News Su @ 8a 8:00 AM-9:30 AM	:30	NM	4	\$3,400.00		
inside political window <u>Start Date</u> End Date Weekdays <u>Spots/Week</u> <u>Rate</u> 4 \$850.00						
N 19 WLS 06/01/22 06/03/22 Live w/Kelly & Ryan 9-10a 9a-10a	:30	NM	12	\$7,200.00		
inside political window <u>Start Date</u> End Date Week: 05/30/22 06/05/22 <u>Veekdays</u> <u>Spots/Week</u> <u>Rate</u> 12 \$600.00						
N 20 WLS 06/06/22 06/06/22 Live w/Kelly & Ryan 9-10a 9a-10a	:30	NM	4	\$2,400.00		
inside political window <u>Start Date</u> End Date Weekdays Spots/Week Rate Week: 06/06/22 06/12/22 4 4 \$600.00						
N 21 WLS 06/01/22 06/03/22 The View 10a-11a	:30	NM	9	\$9,000.00		
inside political window <u>Start Date</u> End Date Weekdays Week: 05/30/22 06/05/22 - 333 9 \$1,000.00						
N 22 WLS 06/06/22 06/06/22 The View 10a-11a inside political window	:30	NM	3	\$3,000.00		

WLS-TV 190 North State Street Chicago, IL 60601 (312) 750-7777 http://abclocal.go.com/wls				Advertiser IRVIN FOR ILLI Contract Dates 05/31/22 - 06/10		3413 Product		Alt O WOC 07iginal 05/31/ 5 20. Estin 5 20. 9041				
*l in	a Ch Sta	t Data End D	ate Descriptio	0	Start/End Time	Dave	Length	Spots/	Poto	Type	Spots	Amount
	Start Date		Weekdays	Spots/Week	Rate	Days	Lengin	Week	Rate	TypeS	spois	Amount
We	ek: 06/06/22	06/12/22	3	3	\$1,000.00							
N 23		4/22 06/04/2	22 GMA Sa 10	-11a	10a-11a		:30			NM	3	\$2,100.00
We	inside politi Start Date ek: 05/30/22		Weekdays	Spots/Week 3	<u>Rate</u> \$700.00							
N 24	1 WLS 06/0		22 This Week	Su 10-11a	10a-11a		:30			NM	1	\$6,000.00
We	inside politi Start Date ek: 05/30/22		Weekdays	Spots/Week 1	<u>Rate</u> \$6,000.00							
N 25	5 WLS 06/0	01/22 06/03/2	22 ABC7 News	6	11a-12p		:30			NM	9	\$8,100.00
We	inside politi Start Date ek: 05/30/22		<u>Weekdays</u> 333	Spots/Week 9	<u>Rate</u> \$900.00							
N 26	6 WLS 06/0	6/22 06/06/2	22 ABC7 News	6	11a-12p		:30			NM	3	\$2,700.00
We	inside politi Start Date ek: 06/06/22		<u>Weekdays</u> 3	Spots/Week 3	<u>Rate</u> \$900.00							
N 27		01/22 06/03/2	22 GMA Day		12p-1p		:30			NM	6	\$4,500.00
We	inside politi Start Date ek: 05/30/22	cal window <u>End Date</u> 06/05/22	<u>Weekdays</u> 222	Spots/Week 6	<u>Rate</u> \$750.00							
N 28	3 WLS 06/0		22 GMA Day		12p-1p		:30			NM	2	\$1,500.00
We	inside politi Start Date ek: 06/06/22		<u>Weekdays</u> 2	Spots/Week 2	<u>Rate</u> \$750.00							
N 29		01/22 06/03/2	22 M-F 1-2p T	amron Hall	1р-2р		:30			NM	9	\$4,500.00
We	inside politi Start Date ek: 05/30/22		<u>Weekdays</u> 333	Spots/Week 9	<u>Rate</u> \$500.00							
N 30		6/22 06/06/2	22 M-F 1-2p T	amron Hall	1р-2р		:30			NM	3	\$1,500.00
We	inside politi Start Date ek: 06/06/22		<u>Weekdays</u> 3	Spots/Week 3	<u>Rate</u> \$500.00							
N 31		01/22 06/03/2	22 General Ho	spital	2р-3р		:30			NM	6	\$6,000.00
We	inside politi Start Date ek: 05/30/22		<u>Weekdays</u> 222	Spots/Week 6	<u>Rate</u> \$1,000.00							
N 32	2 WLS 06/0		22 General Ho	spital	2р-3р		:30			NM	2	\$2,000.00
We	inside politi Start Date ek: 06/06/22		<u>Weekdays</u> 2	Spots/Week 2	<u>Rate</u> \$1,000.00							
N 33		01/22 06/03/2	22 Inside Edition	on	3-330p		:30			NM	9	\$9,900.00
We	inside politi Start Date ek: 05/30/22		<u>Weekdays</u> 333	Spots/Week 9	<u>Rate</u> \$1,100.00							
N 34	4 WLS 06/0		22 Inside Edition	on	3-330p		:30			NM	3	\$3,300.00
We	inside politi Start Date ek: 06/06/22		<u>Weekdays</u> 3	Spots/Week 3	<u>Rate</u> \$1,100.00							
N 35	5 WLS 06/0 inside politi)1/22 06/03/2	22 Jeopardy		330p-4p		:30			NM	9	\$16,200.00

WLS-TV 190 North State Street Chicago, IL 60601 (312) 750-7777 http://abclocal.go.com/wls	Contract / Revision 341309 / Advertiser			Alt Order # WOC13619367 Original Date / Revision 05/31/22 / 06/01/22 Estimate # 5 20 9041			
*Line Ch Start Date End Date Description	Start/End Time	Days Length	Spots/ Week Rate	Туре	Spots	Amount	
Start Date End Date Weekdays Spots/Week Week: 05/30/22 06/05/22 333 9	<u>Rate</u> \$1,800.00						
N 36 WLS 06/06/22 06/06/22 Jeopardy	330p-4p	:30		NM	3	\$5,400.00	
inside political window <u>Start Date</u> End Date Weekdays Week: 06/06/22 06/12/22 3 3	<u>Rate</u> \$1,800.00						
N 37 WLS 05/31/22 06/03/22 ABC7 News @ 4p M-F	4р-5р	:30		NM	12	\$21,600.00	
inside political window <u>Start Date</u> End Date Weekdays Week: 05/30/22 06/05/22 -3333 12	<u>Rate</u> \$1,800.00						
N 38 WLS 06/06/22 06/06/22 ABC7 News @ 4p M-F	4р-5р	:30		NM	3	\$5,400.00	
inside political window <u>Start Date</u> End Date Weekdays Week: 06/06/22 06/12/22 3 3 3	<u>Rate</u> \$1,800.00						
N 39 WLS 05/31/22 06/03/22 ABC7 News @ 5p M-F	5p-530p	:30		NM	8	\$19,200.00	
inside political window <u>Start Date</u> End Date Weekdays Week: 05/30/22 06/05/22 - <u>Spots/Week</u> 8	<u>Rate</u> \$2,400.00						
N 40 WLS 06/06/22 06/06/22 ABC7 News @ 5p M-F	5p-530p	:30		NM	2	\$4,800.00	
inside political window <u>Start Date</u> End Date Weekdays Week: 06/06/22 06/12/22 2 2	<u>Rate</u> \$2,400.00						
N 41 WLS 06/04/22 06/04/22 ABC7 News @ 5p Sa inside political window	5p-530p	:30		NM	2	\$2,400.00	
Start Date 05/30/22End Date 06/05/22Weekdays 2-Spots/Week 2	<u>Rate</u> \$1,200.00						
N 42 WLS 06/05/22 06/05/22 ABC7 News @ 5p Su inside political window	5p-530p	:30		NM	2	\$2,400.00	
Start DateEnd DateWeekdaysSpots/WeekWeek:05/30/2206/05/2222	<u>Rate</u> \$1,200.00						
N 43 WLS 05/31/22 06/03/22 World News Tonight 530-6p inside political window	5:30 PM-6:0	0 PM :30		NM	4	\$30,000.00	
Start Date 05/30/22End Date 06/05/22Weekdays - 1111Spots/Week 4	<u>Rate</u> \$7,500.00						
N 44 WLS 06/06/22 06/06/22 World News Tonight 530-6p inside political window	5:30 PM-6:0	0 PM :30		NM	1	\$7,500.00	
Start Date 06/06/22End Date 06/12/22Weekdays 1Spots/Week1	<u>Rate</u> \$7,500.00						
N 45 WLS 05/31/22 06/03/22 ABC7 News @ 6p M-F inside political window	6p-630p	:30		NM	8	\$27,200.00	
Start DateEnd DateWeekdaysSpots/WeekWeek:05/30/2206/05/22-22228	<u>Rate</u> \$3,400.00						
N 46 WLS 06/06/22 06/06/22 ABC7 News @ 6p M-F	6p-630p	:30		NM	2	\$6,800.00	
inside political window <u>Start Date</u> End Date Weekdays Week: 06/06/22 06/12/22 2 2 2	<u>Rate</u> \$3,400.00						
N 47 WLS 06/05/22 06/05/22 Su 6p-7p AFHV inside political window	6р-7р	:30		NM	0	\$0.00	
Start DateEnd DateWeekdaysSpots/WeekWeek:05/30/2206/05/2211	<u>Rate</u> \$3,000.00						

WLS-TV 190 North State Street			Contract / Revision 341309 /	Alt Or WOC	<u>der #</u> 1361936	57
Chicago, IL 60601 (312) 750-7777		Advertiser IRVIN FOR ILLINOIS		Original 05/31/2		<u>evision</u> 06/01/22
ABC 7 CHICAGO http://abclocal.go.com/wls		<u>Contract Dates</u> 05/31/22 - 06/10/22	Product IRVIN FOR ILLINOIS	Estim 20. 9041	ate #	
*Line Ch Start Date End Date Description	Start/End Time	S Days Length	Spots/ Veek Rate	TypeS	nots	Amount
Start Date End Date Weekdays Spots/Week	Rate		Neek Itale	турес	pois	Amount
Spot Ch Date Range Description 1 WLS 05/30/22-06/05/22 Su 6p-7p AFHV Credited	Start/End Ti 6p-7p		<u>th Rate</u> 30 \$3,000.00	<u>Type</u> NM		
N 48 WLS 05/31/22 06/03/22 Wheel of Fortune	626p-656p	:30		NM	8	\$28,000.00
inside political window <u>Start Date</u> End Date Weekdays Week: 05/30/22 06/05/22 - <u>Spots/Week</u> <u>8</u>	<u>Rate</u> \$3,500.00					
N 49 WLS 06/06/22 06/06/22 Wheel of Fortune	626p-656p	:30		NM	2	\$7,000.00
inside political window <u>Start Date</u> End Date Weekdays Week: 06/06/22 06/12/22 2 2	<u>Rate</u> \$3,500.00					
N 50 WLS 05/31/22 05/31/22 Tu 8p-9p The Chase	8p-9p	:30		NM	1	\$4,000.00
inside political window LUR <u>Start Date</u> End Date Week: 05/30/22 06/05/22 -1 1 <u>1</u>	<u>Rate</u> \$4,000.00					
N 51 WLS 06/02/22 06/02/22 NBA Finals	8:00 PM-10:	:30 PM :30		NM	1	\$50,000.00
inside political window <u>Start Date</u> End Date Weekdays Week: 05/30/22 06/05/221 1	<u>Rate</u> \$50,000.00					
N 52 WLS 05/31/22 06/03/22 ABC7 News @ 10p M-F/Su	M-F 10-1035	5P / Su :30		NM	12	\$38,400.00
inside political window <u>Start Date</u> End Date Weekdays Week: 05/30/22 06/05/22 - 3333 12	<u>Rate</u> \$3,200.00					
N 53 WLS 06/06/22 06/06/22 ABC7 News @ 10p M-F/Su	M-F 10-1035	5P / Su :30		NM	3	\$9,600.00
inside political window <u>Start Date</u> End Date Weekdays Week: 06/06/22 06/12/22 3 3	<u>Rate</u> \$3,200.00					
N 54 WLS 06/04/22 06/04/22 ABC7 News @ 10p Sa	SA 10-11p	:30		NM	2	\$3,000.00
inside political window <u>Start Date</u> End Date Weekdays Week: 05/30/22 06/05/222- 2- 2	<u>Rate</u> \$1,500.00					
N 55 WLS 06/05/22 06/05/22 Sun LN 10-11p	10-11p	:30		NM	2	\$5,200.00
inside political window <u>Start Date</u> End Date Weekdays Week: 05/30/22 06/05/22 2 2	<u>Rate</u> \$2,600.00					
N 56 WLS 05/31/22 06/03/22 Kimmel	1035p-1137p	p :30		NM	8	\$8,000.00
inside political window <u>Start Date</u> End Date Weekdays Week: 05/30/22 06/05/22 - <u>Spots/Week</u> <u>8</u>	<u>Rate</u> \$1,000.00					
N 57 WLS 06/06/22 06/06/22 Kimmel	1035p-1137p	p :30		NM	2	\$2,000.00
inside political window <u>Start Date</u> End Date Weekdays Week: 06/06/22 06/12/22 2 2 2	<u>Rate</u> \$1,000.00					
N 58 WLS 06/05/22 06/05/22 NBA Finals	7:00 PM-9:30	30 PM :30		NM	1	\$50,000.00
inside political window <u>Start Date</u> End Date Weekdays Spots/Week Week: 05/30/22 06/05/221 1	<u>Rate</u> \$50,000.00					
N 59 WLS 05/31/22 05/31/22 Tu 7p-8p Holey Moley	7р-8р	:30		NM	1	\$4,000.00
inside political window LUR <u>Start Date</u> End Date <u>Weekdays</u> <u>Spots/Week</u>	Rate					

WLS-TV 190 North State Street Chicago, IL 60601 (312) 750-7777 http://abclocal.go.com/wls						IR VIN	Contract / Revision 341309 / Advertiser			Alt Order # WOC13619367 Original Date / Revision 05/31/22 / 06/01/22			
					Start/End	05/31/	122 - 00/10/2		Spots/		5 20 904		
*Line			ate Descriptio		Time		Days L	ength	Week	Rate	Туре	Spots	Amount
Week:	Start Date 05/30/22	End Date 06/05/22	Weekdays	Spots/Week 1	<u>Rate</u> \$4,000.00								
N 60 W	VLS 05/31/2	22 05/31/22	2 Tu 9-10p W	/ho Do U Believe	e 9p-10p			:30			NM	1	\$6,500.00
	nside political Start Date 05/30/22	window End Date 06/05/22	Weekdays	Spots/Week	<u>Rate</u> \$6,500.00								
N 61 W	VLS 06/02/2	22 06/02/22	2 NBA Finals	Countdown	7:30 PM-8:0	0 PM		:30			NM	1	\$15,000.00
	nside political Start Date 05/30/22	window End Date 06/05/22	<u>Weekdays</u> 1	Spots/Week	<u>Rate</u> \$15,000.00								
N 62 W	VLS 06/02/2	22 06/02/22	2 NBA Finals	Game 1	8:00 PM-10:	30 PM		:30			NM	1	\$50,000.00
	side political Start Date 05/30/22	window End Date 06/05/22	<u>Weekdays</u> 1	Spots/Week	<u>Rate</u> \$50,000.00								
N 63 W	VLS 06/08/2	22 06/08/22	2 NBA Finals	Game 3	8:00 PM-10:	30 PM		:30			NM	1	\$50,000.00
	nside political Start Date 06/06/22	window <u>End Date</u> 06/12/22	<u>Weekdays</u> 1	Spots/Week 1	<u>Rate</u> \$50,000.00								
	VLS 06/08/2		2 NBA Finals	Countdown	7:30 PM-8:0	0 PM		:30			NM	1	\$15,000.00
	nside political Start Date 06/06/22	window End Date 06/12/22	<u>Weekdays</u> 1	Spots/Week 1	<u>Rate</u> \$15,000.00								
		22 06/10/22	2 NBA Finals	Countdown	7:30 PM-8:0	0 PM		:30			NM	1	\$15,000.00
	nside political Start Date 06/06/22	window End Date 06/12/22	<u>Weekdays</u> 1	Spots/Week 1	<u>Rate</u> \$15,000.00								
	VLS 06/10/2		2 Kimmel NB	A Finals PreSho	w 7:00 PM-7:3	0 PM		:30			NM	1	\$7,500.00
	nside political Start Date 06/06/22	window End Date 06/12/22	<u>Weekdays</u> 1	Spots/Week 1	<u>Rate</u> \$7,500.00								
N 67 W			2 Late News	Repeat	108a-138a			:30			NM	1	\$150.00
	nside political Start Date 06/06/22	window End Date 06/12/22	<u>Weekdays</u> 1	Spots/Week 1	<u>Rate</u> \$150.00								
	VLS 06/05/2			Wipeout	12a-1a			:30			NM	1	\$100.00
	Start Date 05/30/22	window LUR End Date 06/05/22	Weekdays	Spots/Week 1	<u>Rate</u> \$100.00								
							Totals					301	\$678,550.00
Time Pe	eriod	# of S	nots Gross	Amount A	gency Comm	1	Net Amou	Int					
	2 -06/10/2		•		(\$101,782.50		\$576,767.						
Totals	_ 00/10/2				(\$101,782.50	,	\$576,767.						
			φ01	2,300.00	(+ 101,702.00)	,	<i>40.0,101</i> .						

Signature: _____ Date: _____

Terms and conditions (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 demed to have accepted the terms and conditions set forth herein. Company expressly rejects any modifications that Agency or k to make to this Agreement, unless such modifications are accepted in writing by an officer of the Company.

AGENCY-ADVERTISER RELATIONSHIP: \cap

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 0

- 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). 0
- 0 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 for Agency be at any time impaired in the sole opinion of Company, Company may, at its opinon, cance 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 esthedule accepted pursuant to this Agreement. Upon such cancellation, Advertiser and Kagency will promptly resolve any outset anding of such accepted pursuant to the schedule accepted pursuant to this Agreement. Upon such cancellation, Advertiser and Kagency will promptly resolve any outset anding disputs 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' 0 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
- 0 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: 0

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:

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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).

Δ 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 for materials firmished by Agency hereunder shall, as between Agency and Company, be assumed 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 uproval of maps upersuant to this Agreement. The off the avoidance of doubt, commercial announcements or call upon Advertiser's commercial announcements studies and program portage of tages and the public interest; provided, however, that Company approval of tages inserted without the Company's prior written approval shall not the considered to conform with such policies for purposes of this Agreement. To 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 furnished 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 0 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 0 license from the author, composer and publisher.
- 0 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 Parentost and its Agency warrant and represent unat represent unat admonstration includes or with include any inater to wince the second of th

() 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: \cap

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 charged in the affected commercial announcement order. If the failure in broadcast is of either audio or video signal only, but not both, the amount of said pro-rata reduction shall be subject to negotiation.

0 TERMINATION:

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 extend bits. entered into

WARRANTY, DEFENSE AND INDEMNIFICATION: 0

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 classes, sincluding atomess' fees, arising from the distribution of their commercial announcements as permitted herein or arising on any hereach of any warranty or term set forth herein. Company's approval of Advertiser's constance spenses, including atomess' fees, arising from the distribution of their set forth herein. Company's approval of Advertiser's content of distribution will be notified as soon as reasonably possible of any claim or the commencement of any litigation, and the indemnite will cooperate fully in the defenses of specifications, in which case Advertiser and Agency shall indemnify Company). The indemnify will be notified as soon as reasonably possible of any claim or the commencement of any litigation, and the indemnite will cooperate fully in the defense of any claim or the commencement of any litigation. 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: 0

- 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
- 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
- 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. 0
- 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 Agreement which shall be held by any court to be voided or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.