

Warranty

The undersigned Content Provider warrants and affirms that the material provided to the Station:

 X **1.DOES NOT** contain a political communication that includes any materially deceptive media. None of the content supplies contains any image, video, audio, text, or any technological representation of speech or conduct fully or partially created or modified that:

- (1) Exhibits a high level of authenticity or convincing appearance that is visually or audibly indistinguishable from reality to a reasonable person; and
- (2) Depicts a scenario that did not actually occur or that has been altered in a significant way from how it actually occurred; and
- (3) Is created by or with software, machine learning, artificial intelligence, or any other computer-generated or technological means. This includes adapting, modifying, manipulating, or altering a realistic depiction.

 2.DOES contain a political communication that includes any materially deceptive media. The content provided does contain an image, video, audio, text, or other technological representation of speech or conduct fully or partially created or modified that:

- (1) Exhibits a high level of authenticity or convincing appearance that is visually or audibly indistinguishable from reality to a reasonable person; and
- (2) Depicts a scenario that did not actually occur or that has been altered in a significant way from how it actually occurred; and
- (3) Is created by or with software, machine learning, artificial intelligence, or any other computer-generated or technological means. This includes adapting, modifying, manipulating, or altering a realistic depiction.

For content meeting the definition in Number 2 above, the Content Provider certifies that the provided material complies in all respects with the requirements of N.Y. Elec. Law Section 14-106 Subdivisions 5 & 6, including containing the disclosure that: **“THIS (IMAGE, VIDEO, OR AUDIO) HAS BEEN MANIPULATED.”** The disclosure also meets the following requirements:

Visual Media: For visual media, the disclosure is shown in a legible font size easily readable by the average viewer that is no smaller than other text appearing in the visual media and in the same language used in the communication.

Audio Media: For aural media, such as radio or podcast communications, the disclosure is clearly stated at the beginning of the audio, at the end of the audio, and, if the audio is greater than two minutes in length, interspersed within the audio at intervals of not greater than two minutes each and in the same language as the rest of the audio used in the communication. It must also be in a pitch that can be easily heard by the average listener.

Hold Harmless

The undersigned is authorized by the Content Provider to complete and sign this document on its behalf. The Content Provider certifies that the above representations are accurate and complete in all respects. The Content Provider shall hold the Station harmless and agrees to indemnify and defend the Station before any court, administrative agency, or other governmental entity for any action filed against it pursuant to Section 14-106 Subdivisions 5 and 6 relating to the material provided to the Station by Content Provider. This includes indemnification of the Station and its affiliates, officers, directors, employees, and agents for any penalties, court costs, attorney’s fees or other expenses incurred with regard to Station’s distribution of the provided content, whether by broadcast, cable, satellite, digital or other means. Completing and signing this form is necessary for the station to comply with New York State Law. Except for political advertisements that contain a candidate appearance and are sponsored by **that** candidate or their authorized campaign committee, the Station reserves the right not to accept any political communication or similar content without completion of this form and compliance by Content Provider in all respects with the requirements of N.Y. Elec. Law Section 14-106 Subdivisions 5 & 6.

____Brittany Kenny_____

Content Provider: Signature

Station Executive: Signature

Date: 5/17/24_____

Date: _____