



The Herald Group
 Attn: Richard Hunt
 1800 M St NW #450
 Washington DC 20036

Contract Revision

Advertiser Electronic Payments Coalition	Product EPC - Host Reads	Order # 210177	Ver # 4	Rev # 6	# Wks 11/12	Page # 1
Salesperson Tim Warbington	Salesperson Phone # A18+	Date 5/2/24	Time 4:53:55PM	Start 3/11/24	End 6/2/24	
Sales Office Atlanta	Agency Phone # (202)555-1000	Demos Sp23 September 2023 DP_v1				

Line #	Vehicle	Days & Times	Month												Total Units	Len	Avg Rtg	GRP	Avg Aud*	Gross Impr*	% Dist	
			Jan 1	Jan 8	Jan 15	Jan 22	Jan 29	Feb 5	Feb 12	Feb 19	Feb 26	Mar 4	Mar 11	Mar 18								Mar 25
2	Fox News - Brian Klimeade VOICED Total GRPs	Cancel Before Start	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
1	CLS Mark Levin VOICED Total GRPs	MF 6A-12M	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
3	CLS Mark Levin Voiced Total GRPs	MF 6A-12M	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
4	CLS Mark Levin Voiced - one time rate Totals Total GRPs	Cancel Before Start	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Total Units			19												19							
Total GRPs			3.7												3.7							

*Note: Avg Aud and Gross Impressions are shown in thousands





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Sales Office Atlanta	Agency Phone # (202)555-1000	Demos A18+	Survey Sp23 September 2023 DP_v1			

Line #	Vehicle	Days & Times	Apr 1	Apr 8	Apr 15	Apr 22	Apr 29	May 6	May 13	May 20	May 27	Jun 3	Jun 10	Jun 17	Jun 24	Total Units	Len	Avg Rtg	GRP	Avg Aud*	Gross Impr*	% Dist
1	CLS Mark Levin VOICED	MF 6A-12M	6	6	6	5	5	6	3	3	2	3	3	3	2	36	60	0.2	7.0	507.0	18252.0	53.7
3	CLS Mark Levin Voiced	MF 6A-12M	2	2	2	1	2	1	1	1	1	1	1	1	1	12	30	0.2	2.3	507.0	6084.0	17.9
	Totals		8	8	8	6	7	7	4	4	3	4	4	4	3	48					24336.0	71.6
	Total GRPs		1.6	1.6	1.6	1.2	1.4	1.4	0.8	0.8	0.6	0.8	0.8	0.8	0.6	48		9.3			24336.0	

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Order #	Ver #	Rev #	# Wks	Page #
210177	4	6	11/12	1
Date	Time	Start	End	
5/2/24	4:53:55PM	3/11/24	6/2/24	
Demos				
A18+				
Survey				
Sp23 September 2023 DP_v1				

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Atlanta	(202)555-1000

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			1																		

TERMS & CONDITIONS

- 1 CHANGES. If Agency/Advertiser changes the Order or Advertisment, Agency/Advertiser will request changes reasonably in advance. Any changes to be mutually agreed on a separate change order, attached to the Order ("Change Order"). Change Orders and/or any other mutually agreed changes whether or not there is a Change Order are incorporated into the Order, subject to these T&C.
- 2 PAYMENTS. Agency shall make all payments under this Order within 30 days after each invoice. Agency is responsible for payment of all amounts due under this Order. If Advertiser's payment is 30+ days overdue to Agency, Agency shall promptly inform WWO in writing. WWO will then have the right to contact Advertiser directly for payment. If WWO does not receive full payment from Agency or Advertiser within 120 days after due date, WWO has the right to impose 10%/annum interest on any overdue amount from the original due date until WWO receives full payment. Agency and/or Advertiser is responsible for all costs and expenses WWO incurs for collection of amounts overdue by 120+ days, including, without limitation, attorney & filing fees. If Agency fails to remit to WWO amounts Agency receives from the Advertiser, the principal owners of the Agency are personally responsible for such unpaid amounts. Except as prohibited, WWO has the right to impose a 2% admin fee on credit card payments.
- 3 ADVERTISEMENTS. Advertisements and all material Agency/Advertiser provides are subject to WWO's approval. WWO has the right to reject any Advertisement (or portion), including, without limitation, if WWO reasonably believes an Advertisement violates this Order, any law or regulation, or is of unsatisfactory quality. If WWO rejects any Advertisement (or portion), WWO shall notify Agency (typically within 2 business days) phone or email sufficient. If Agency/Advertiser does not provide a satisfactory Advertisement within 3 business days, then WWO has the right to substitute such Advertisement, with no penalty, liability, or additional obligation.
- 4 TERM. The start and end dates are on the Order. WWO has the right to terminate this Order upon written notice to Agency or Advertiser if Agency or Advertiser is in breach of this Order (including, without limitation, non-payment) and such breach is not cured within 10 days of receipt of notice of such breach.
- 5 REPS/WARRANTIES. Agency/Advertiser represents and warrants: (i) it has the authority to make this Order on behalf of Advertiser; (ii) the Advertisements (and all content in them) and WWO's/Stations' use of the Advertisements will not violate or infringe any third-party rights, including, without limitation, copyright, trademark, trade secret, patent, and the rights of privacy and publicity; and (iii) the Advertisements comply with all applicable laws, regs. and ordinances.
- 6 INDEMNIFICATION. Agency and Advertiser shall indemnify, defend, and hold harmless WWO and its affiliated entities and each of their directors, officers, employees, representatives, licensees, and agents from and against all third-party claims, losses, expenses (including reasonable attorneys' fees), damages, or fees in connection with: (i) Agency's/Advertiser's breach or alleged breach of any representation, warranty, or obligation under the Order; (ii) any Advertisement; and/or (iii) Agency's/Advertiser's negligence or willful misconduct.
- 7 MISCELLANEOUS. This Agreement is governed by the laws of the state of New York, without giving effect to its conflict of law principles. This Order includes the entire agreement between the parties with respect to the Advertisements and supersedes any prior or contemporaneous agreement, written or oral, relating to the Advertisements. This Order can be amended only in

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writing signed by each party. No waiver of default to this Order is a waiver of any other default, right or remedy. The parties shall not assign or transfer this Order or any rights/obligations without the written consent of the other party; but WWO has the right to assign this Order to an affiliated entity or to an entity that acquires substantially all of its assets. The terms of Sections 5, 6, and 7 of these T&C will survive expiration or termination of this Order.

NONDISCRIMINATION POLICY:

Westwood One, LLC does not discriminate in advertising or advertising contracts on the basis of race, color, ancestry, national origin, religion, gender, age, disability, genetic information, sexual orientation, gender identity or expression, and any other status protected by applicable law. Westwood One, LLC will not accept any advertising that is intended or reasonably perceived to discriminate on such bases.

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