CONTRACT

Alt Order #



4355 COBB PKWY SE

ATLANTA, GA 30339

SUITE J489

	388857	/ 7		WOC14649338				
			Ori	ginal Date	Revision			
R PRESIDENT			0	5/13/24	/ 05/17/24			
ites	Estimate #							
5/20/24	11746							
	Billing Cycle	Billing	Cale	endar	Cash/Trade			
	EOM/EOC	Broad	cast		Cash			
	Property	Accou	nt E	xecutive	Sales Office			
	WPVI	Anne	Cliffo	ord	Philadelphia NT			
	Special Handl	ing						
	Demographic							
	Adults 35+							
	Agy Code	Adver	tiser	Code	Product 1/2			
		1106			1850			
	Agency Ref			Advertiser	Ref			

Contract / Revision

	Start/E	nd	Spots/				
*Line Ch Start Date End Date Descriptio		Days		Rate PCode	Type S	pots	Amount
1 WPVI 05/14/24 05/17/24 Action New <u>Start Date</u> End Date Weekdays Week: 05/13/24 05/19/24 -2112	s at 430am430a-5 Spots/Week 6	a <u>Rate</u> \$200.00	:30	IMPRE	NM	6	\$1,200.00
2 WPVI 05/20/24 05/20/24 Action New <u>Start Date</u> End Date <u>Weekdays</u> Week: 05/20/24 05/26/24 1	s at 430am430a-5 Spots/Week 1	a <u>Rate</u> \$200.00	:30	IMPRE	NM	1	\$200.00
3 WPVI 05/14/24 05/17/24 Action New <u>Start Date</u> End Date <u>Weekdays</u> Week: 05/13/24 05/19/24 -1211	s M-F 5a-6a <u>Spots/Week</u> 5	<u>Rate</u> \$400.00	:30	IMPRE	NM	5	\$2,000.00
4 WPVI 05/20/24 05/20/24 Action New <u>Start Date</u> End Date <u>Weekdays</u> Week: 05/20/24 05/26/24 2	s M-F 5a-6a Spots/Week 2	<u>Rate</u> \$400.00	:30	IMPRE	NM	2	\$800.00
5 WPVI 05/14/24 05/17/24 Action New <u>Start Date</u> End Date <u>Weekdays</u> Week: 05/13/24 05/19/24 -2223	s at 6am 6a-7a <u>Spots/Week</u> 9	<u>Rate</u> \$1,400.00	:30	NONPR	NM	9	\$12,600.00
6 WPVI 05/20/24 05/20/24 Action New <u>Start Date</u> End Date Weekdays Week: 05/20/24 05/26/24 2	s at 6am 6a-7a <u>Spots/Week</u> 2	<u>Rate</u> \$1,400.00	:30	NONPR	NM	2	\$2,800.00
7 WPVI 05/14/24 05/17/24 Good Morn <u>Start Date</u> End Date <u>Weekdays</u> Week: 05/13/24 05/19/24 -2222	ing Americɛ7a-9a <u>Spots/Week</u> 8	<u>Rate</u> \$1,400.00	:30	NONPR	NM	8	\$11,200.00
8 WPVI 05/20/24 05/20/24 Good Morn <u>Start Date</u> End Date Weekdays Week: 05/20/24 05/26/24 2	ing Americɛ7a-9a <u>Spots/Week</u> 2	<u>Rate</u> \$1,400.00	:30	NONPR	NM	2	\$2,800.00
9 WPVI 05/14/24 05/17/24 9a-10a M-F Start Date End Date Weekdays Week: 05/13/24 05/19/24 -1111	9a-10a Spots/Week 4	<u>Rate</u> \$800.00	:30	NONPR	NM	4	\$3,200.00
10 WPVI 05/20/24 05/20/24 9a-10a M-F <u>Start Date</u> End Date <u>Weekdays</u> Week: 05/20/24 05/26/24 1	9a-10a Spots/Week 1	<u>Rate</u> \$800.00	:30	NONPR	NM	1	\$800.00
11 WPVI 05/14/24 05/17/24 News <u>Start Date</u> End Date <u>Weekdays</u> Week: 05/13/24 05/19/24 -1111	10a-11 Spots/Week 4	a <u>Rate</u> \$300.00	:30	IMPRE	NM	4	\$1,200.00
12 WPVI 05/20/24 05/20/24 News	10a-11	а	:30	IMPRE	NM	1	\$300.00

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

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions. printed or otherwise contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Two week advance cancellation notice is required unless otherwise specified.

WPVI 4100 City Avenue Philadelphia, PA 19131 (215) 878-9700	Advertiser BIDEN FOR PRESIDENT Contract Dates 05/14/24 - 05/20/24	BIDEN FOR PRESIDENT 0 Contract Dates Product				
*Line Ch Start Date End Date Description Time	Spots/ Days Length Week	Rate PCode	Type Spots	Amount		
Start Date Week: End Date 05/20/24 Weekdays 05/26/24 Spots/Week 1 Ra \$300.0 13 WPVI 05/14/24 05/17/24 11a-12p F 11a-12p Start Date Week: End Date 05/13/24 End Date 05/19/24 Weekdays -2222 Spots/Week 8 Ra \$1,000.0	0 :30 e	IMPRE	NM 8	\$8,000.00		
14 WPVI 05/20/24 05/20/24 11a-12p Start Date End Date Weekdays Spots/Week Ra Week: 05/20/24 05/26/24 2 2 \$1,000.0		IMPRE	NM 2	\$2,000.00		
15 WPVI 05/14/24 05/17/24 Action News at Noon 12p-1p Start Date End Date Weekdays Spots/Week Ra Week: 05/13/24 05/19/24 -1111 4 \$750.0	:30 e	IMPRE	NM 4	\$3,000.00		
Week: 00/13/24 00/13/24 1111 4 9/00.0 16 WPVI 05/20/24 05/20/24 Action News at Noon 12p-1p Start Date End Date Weekdays Spots/Week Ra Week: 05/20/24 05/26/24 1 1 \$750.0	:30 e	IMPRE	NM 1	\$750.00		
Week. 03/20/24 05/20/24 1 \$750.0 17 WPVI 05/14/24 05/17/24 1p-2p 1p-2p Start Date End Date Weekdays Spots/Week Ra Week: 05/13/24 05/19/24 -1111 4 \$700.0	:30 e	NONPR	NM 4	\$2,800.00		
Week 03/13/24 03/13/24 1111-2 4 \$/00.0 18 WPVI 05/20/24 05/20/24 1p-2p 1p-2p Start Date End Date Weekdays Spots/Week Ra Week: 05/20/24 05/26/24 1 1 \$850.0	:30 e	NONPR	NM 1	\$850.00		
Week: 03/20/24 03/20/24 1 4 \$0000 19 WPVI 05/14/24 05/17/24 2p-3p 2p-3p Start Date End Date Weekdays Spots/Week Ra Week: 05/13/24 05/19/24 -1111 4 \$300.0	:30 e	IMPRE	NM 4	\$1,200.00		
20 WPVI 05/20/24 05/20/24 2p-3p Start Date End Date Weekdays Spots/Week Ra Week: 05/20/24 05/26/24 1 1 \$300.0	:30 e	IMPRE	NM 1	\$300.00		
21 WPVI 05/14/24 05/17/24 3-4p M-F 3p-4p Start Date End Date Weekdays Spots/Week Ra Week: 05/13/24 05/19/24 -1111 4 \$800.0	:30 e	IMPRE	NM 4	\$3,200.00		
22 WPVI 05/20/24 05/20/24 3-4p M-F 3p-4p Start Date End Date Weekdays Spots/Week Ra Week: 05/20/24 05/26/24 1 1 \$800.0	:30 e	IMPRE	NM 1	\$800.00		
23 WPVI 05/14/24 05/17/24 Action News M-F 4p-5p Start Date End Date Weekdays Spots/Week Ra Week: 05/13/24 05/19/24 -1111 4 \$1,300.0	:30 e	NONPR	NM 4	\$5,200.00		
24 WPVI 05/20/24 05/20/24 Action News M-F 4p-5p Start Date End Date Weekdays Spots/Week Ra Week: 05/20/24 05/26/24 1 1 \$1,300.0	:30 e	NONPR	NM 1	\$1,300.00		
25 WPVI 05/14/24 05/17/24 Action News M-F 5p-6p <u>Start Date End Date Weekdays Spots/Week Ra</u> Week: 05/13/24 05/19/24 -1111 4 \$1,300.0	:30 e	IMPRE	NM 4	\$5,200.00		
26 WPVI 05/20/24 05/20/24 Action News M-F 5p-6p Start Date End Date Weekdays Spots/Week Ra Week: 05/20/24 05/26/24 1 1 \$1,800.0	:30 e	NONPR	NM 1	\$1,800.00		
27 WPVI 05/14/24 05/17/24 Action News M-F 6p-630p Start Date End Date Weekdays Spots/Week Ra Week: 05/13/24 05/19/24 -1111 4 \$2,500.0	:30 e	IMPRE	NM 4	\$10,000.00		
Week: 03/13/24 03/13/24 03/13/24 03/13/24 04/11/11 4 \$2,500.0 28 WPVI 05/20/24 05/20/24 Action News M-F 6p-630p Start Date End Date Weekdays Spots/Week Ra Week: 05/20/24 05/26/24 1 1 \$2,500.0	:30 e	IMPRE	NM 1	\$2,500.00		
Week. 03/20/24 03/20/24 1 \$2,500.0 29 WPVI 05/14/24 05/17/24 Access M-F 7p-730p	:30	IMPRE	NM 4	\$12,000.00		

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Start Date

Week: 05/13/24

Spot Ch

*Line

WPVI 4100 City Avenue Philadelphia, PA 19131 (215) 878-9700

Weekdays

Description

Access M-F

Access M-F

Access M-F

Access M-F

- 1111- -

Ch Start Date End Date Description

End Date

05/19/24

Date Range

See MG 29.5,29.6,29.7,29.8 2 WPVI 05/13/24-05/19/24 Access M-F

See MG 29.5,29.6,29.7,29.8 3 WPVI 05/13/24-05/19/24 Access M-F

See MG 29.5,29.6,29.7,29.8

See MG 29.5,29.6,29.7,29.8 5 WPVI 05/13/24-05/19/24 Access M-F

MG for 29.2,29.1,29.3,29.4 6 WPVI 05/13/24-05/19/24

MG for 29.2,29.1,29.3,29.4 7 WPVI 05/13/24-05/19/24

MG for 29.2,29.1,29.3,29.4 8 WPVI 05/13/24-05/19/24

4 WPVI 05/13/24-05/19/24 Access M-F

1 WPVI 05/13/24-05/19/24

			Print Date 0	5/17/24	Page 3	of 7
			ntract / Revision	Alt Order		
			388857 / 7	WOC146	49338	
	Advertiser			Original Dat		_
	BIDEN FOR PRESIDEN	IT		05/13/24	/ 05/17	/24
	Contract Dates		oduct	Estimate	#	
	05/14/24 - 05/20/24	BI	DEN FOR PRESI	DEN 11746		
End	Spots Days Length Weel		Rate PCode	Type Spot	s A	mount
Rate \$3,200.00 Start/End Ti 7p-730p 7p-730p	<u>me</u> <u>Weekdays</u> <u>Le</u> - TuWThF - TuWThF - TuWThF - TuWThF - TuWThF - TuWThF	ength :30 :30 :30 :30 :30 :30 :30	<u>Rate</u> \$3,200.00 \$3,200.00 \$3,200.00 \$3,000.00 \$3,000.00	Type NM NM NM NM NM NM		
7p-730p	- TuWThF	:30	\$3,000.00	NM		

IMPRE

NM

1

\$3,200.00

MG for 29.2,29.1,29.3,29.4 30 WPVI 05/20/24 05/20/24 7p-730p :30 Access M-F End Date Spots/Week Start Date Weekdays Rate 14/- -1

Start/End Time

Spots/Week

Δ

Week: 05/20/24 05/26/24 1 1	\$3,200.00					
31 WPVI 05/14/24 05/19/24 Action News 11p-1	135p	:30	IMPRE	NM	6	\$9,600.00
Start Date End Date Weekdays Spots/Week	Rate					
Week: 05/13/24 05/19/24 -111111 6	\$1,200.00					
Spot Ch Date Range Description	Start/End Time	Weekdays Length		Туре		
1 WPVI 05/13/24-05/19/24 Action News	11p-1135p	- TuWThFSaSu :30	\$1,200.00	NM		
See MG 31.7,31.8,31.9,31.10,31.11,31.12						
2 WPVI 05/13/24-05/19/24 Action News	11p-1135p	- TuWThFSaSu :30	\$1,200.00	NM		
See MG 31.7,31.8,31.9,31.10,31.11,31.12						
3 WPVI 05/13/24-05/19/24 Action News	11p-1135p	- TuWThFSaSu :30	\$1,200.00	NM		
See MG 31.7,31.8,31.9,31.10,31.11,31.12			* (* * * * *			
4 WPVI 05/13/24-05/19/24 Action News	11p-1135p	- TuWThFSaSu :30	\$1,200.00	NM		
See MG 31.7,31.8,31.9,31.10,31.11,31.12	44- 4405-	T-UT-LEC-C	¢4,000,00			
5 WPVI 05/13/24-05/19/24 Action News	11p-1135p	- TuWThFSaSu :30	\$1,200.00	NM		
See MG 31.7,31.8,31.9,31.10,31.11,31.12 6 WPVI 05/13/24-05/19/24 Action News	11p-1135p	- TuWThFSaSu :30	\$1.200.00	NM		
See MG 31.7,31.8,31.9,31.10,31.11,31.12	пр-пзэр	- Tuwini Sasu .50	\[\]200.00	1 11/1		
7 WPVI 05/13/24-05/19/24 Action News	11p-1135p	- TuWThFSaSu :30	\$1,600.00	NM		
M MG for 31.2.31.6.31.5.31.4.31.1.31.3		iumini Sast .00	ψ1,000.00			
8 WPVI 05/13/24-05/19/24 Action News	11p-1135p	- TuWThFSaSu :30	\$1,600.00	NM		
M MG for 31.2,31.6,31.5,31.4,31.1,31.3			+ .,			
9 WPVI 05/13/24-05/19/24 Action News	11p-1135p	- TuWThFSaSu :30	\$1,600.00	NM		
MG for 31.2,31.6,31.5,31.4,31.1,31.3						
10 WPVI 05/13/24-05/19/24 Action News	11p-1135p	- TuWThFSaSu :30	\$1,600.00	NM		
MG for 31.2,31.6,31.5,31.4,31.1,31.3						
11 WPVI 05/13/24-05/19/24 Action News	11p-1135p	- TuWThFSaSu :30	\$1,600.00	NM		
MG for 31.2,31.6,31.5,31.4,31.1,31.3						
12 WPVI 05/13/24-05/19/24 Action News	11p-1135p	- TuWThFSaSu :30	\$1,600.00	NM		
MG for 31.2,31.6,31.5,31.4,31.1,31.3						
32 WPVI 05/20/24 05/20/24 Action News 11p-1	135p	:30	IMPRE	NM	1	\$1,100.00
Start Date End Date Weekdays Spots/Week	Rate					
Week: 05/20/24 05/26/24 1 1	\$1,100.00					

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WPVI 4100 City Avenue Philadelphia, PA 19131 (215) 878-9700	Advertiser BIDEN FOR PRESIDENT		Alt Order # WOC14649338 Original Date / Revision 05/13/24 / 05/17/24 Estimate # EN 11746		
Start/End *Line Ch Start Date End Date Description Time	Spots/ Days Length Week	Rate PCode	Type Spots	Amount	
33 WPVI 05/14/24 05/17/24 Jimmy Kimmel Live 1135p-1237xm Start Date End Date Weekdays Spots/Week Rate Week: 05/13/24 05/19/24 - 1111 4 \$750.00	:30	NONPR	NM 4	\$3,000.00	
Week. 03/13/24 <th0 13="" 24<="" th=""> <th0 13="" 24<="" th=""> <th0 1<="" td=""><td>:30</td><td>NONPR</td><td>NM 1</td><td>\$750.00</td></th0></th0></th0>	:30	NONPR	NM 1	\$750.00	
35 WPVI 05/14/24 05/15/24 Wednesday Prime 9p-10p Start Date End Date Weekdays Spots/Week Rate Week: 05/13/24 05/19/24 1 1 \$3,800.00	:30	IMPRE	NM 1	\$3,800.00	
36 WPVI 05/14/24 05/18/24 Action News Saturday 6a-8a Start Date End Date Weekdays Spots/Week Rate Week: 05/13/24 05/19/24 1- 1 \$400.00	:30	IMPRE	NM 1	\$400.00	
37 WPVI 05/14/24 05/18/24 Good Morning America a-9a <u>Start Date</u> End Date Weekdays Spots/Week Rate Week: 05/13/24 05/19/241- 1 \$1,400.00	:30	NONPR	NM 1	\$1,400.00	
38 WPVI 05/14/24 05/18/24 Action News Saturday 9a-10a Start Date End Date Weekdays Spots/Week Rate Week: 05/13/24 05/19/24 1- 1 \$1,100.00	:30	NONPR	NM 1	\$1,100.00	
39 WPVI 05/14/24 05/18/24 Good Morning America10a-11a Start Date End Date Weekdays Spots/Week Rate Week: 05/13/24 05/19/24 1- 1 \$900.00	:30	NONPR	NM 1	\$900.00	
40 WPVI 05/14/24 05/18/24 Sa-Su 1:00 PM-3:00 PM Start Date End Date Weekdays Spots/Week Rate Week: 05/13/24 05/19/24 1- 1 \$1,750.00 Spot Ch Date Range Description Start/End T 1 WPVI 05/18/24-05/18/24 WNBA Sat Afternoon Game 1p-3p	:30 ime <u>Weekdays Length</u> Sa :30	IMPRE <u>Rate</u> \$1,750.00	NM 1 Type NM	\$500.00	
See MG 40.2 2 WPVI 05/18/24-05/18/24 WNBA Sat Afternoon Game 1p-3p M MG for 40.1 05/18	Sa :30	\$500.00	NM		
41 WPVI 05/14/24 05/19/24 Action News Sunday 7a-8a <u>Start Date</u> End Date Weekdays Spots/Week Rate Week: 05/13/24 05/19/242 2 2 \$450.00	:30	IMPRE	NM 2	\$900.00	
42 WPVI 05/14/24 05/19/24 Good Morning America Analysis Sand Bare	:30	NONPR	NM 1	\$1,400.00	
43 WPVI 05/14/24 05/19/24 Action News Sunday 9a-1030AM Start Date End Date Weekdays Spots/Week Rate Week: 05/13/24 05/19/24 2 2 \$800.00	:30	NONPR	NM 2	\$1,600.00	
44 WPVI 05/14/24 05/19/24 Sunday Prime 8:00 PM-11:00 PM Start Date End Date Weekdays Spots/Week Rate Week: 05/13/24 05/19/24 1 1 \$5,000.00	:30	NONPR	NM 1	\$5,000.00	
45 WPVI 05/17/24 05/17/24 Friday Prime 8p-9p Start Date End Date Weekdays Spots/Week Rate Week: 05/13/24 05/19/24 1 1 \$2,000.00	:30	IMPRE	NM 1	\$2,000.00	
46 WPVI 05/19/24 05/19/24 Action News Sunday 7a-8a Start Date End Date Weekdays Spots/Week Rate Week: 05/13/24 05/19/24 1 1 \$450.00	:30	IMPRE	NM 1	\$450.00	
47 WPVI 05/19/24 05/19/24 Action News Sunday 12p-1p Start Date End Date Weekdays Spots/Week Rate Week: 05/13/24 05/19/24 1 1 \$500.00	:30	IMPRE	NM 2	\$500.00	

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abc	WPVI 4100 City Philadelp (215) 878-	hia, PA 19131	a, PA 19131			ENT Pro	htract / Revision 388857 / 7 duct EN FOR PRES	WOC Original 05/13/ Estin	Alt Order # WOC14649338 Original Date / Revision 05/13/24 / 05/17/24 Estimate # DEN 11746		
*Line Ch Start Date E	End Date De		Start/End īme	Days Le	Spo ength We		Rate PCode	Туре	Spots	Amount	
Start Date End Spot Ch Date Rar 1 WPVI 05/13/24	ige <u>De</u> -05/19/24 Ad	days Spots/We escription ction News Sunday	ek Rate Start/End T 12p-1p	ime <u>Weel</u>	<u>«days</u> Su	Length :30	<u>Rate</u> \$500.00	<u>Type</u> NM			
See MG 47.2,47. 2 WPVI 05/13/24 MG for 47.1 05/1	·05/19/24 Ad 9	ction News Sunday	7a-8a		Su	:30	\$400.00	NM			
3 WPVI 05/19/24 MG for 47.1 05/1		illion Dollar Movie	12xm-230xi	m	Su	:30	\$100.00	NM			
48 WPVI 05/19/24 0 Start Date End Week: 05/13/24 05/11	Date Week	,	p-8p <u>ek Rate</u> \$2,600.00		:30		IMPRE	NM	1	\$2,600.00	
49 WPVI 05/20/24 0 Start Date End Week: 05/20/24 05/20	Date Week		p-630p <u>ek Rate</u> \$2,500.00		:30		IMPRE	NM	1	\$2,500.00	
50 WPVI 05/20/24 0 <u>Start Date</u> End Week: 05/20/24 05/20	Date Week	,	p-9p <u>ek Rate</u> \$2,200.00		:30		IMPRE	NM	1	\$2,200.00	
				Tot	als				126	\$144,900.00	
Time Period	# of Spots	Gross Amount	Agency Comm	n. Net	Amount						
04/29/24 -05/20/24	126	\$144,900.00	(\$21,735.00) \$123	3,165.00						
Totals	126	\$144,900.00	(\$21,735.00) \$123	3,165.00						

Signature: _____

Date: _____

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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 traditionab 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:

0 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: 0

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.
- 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 by Advertiser or its Agency. The term "service or other valuable consideration" shall not include any service or property furnished without charge or at a nominal charge for use in or 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 CPR § 73.1212. 0

() 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 Advertiser and Agency warrant that the broadcasting of its commercial announcements will not violate the rights of any person, itrm or corporation, or any applicable law, rule or regulation, and that be content, and puerchase of any of their commercial announcements will not imperiate any any protected class or entity. Advertiser garge 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 attorneys' fees, arising from the distribution of their commercial announcements as permitted herein or arising out of any breach of any warranty 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 Advertiser's Advertiser's specifications, in which case Advertiser and Agency with respect to any claims arising from the distribution of metrical furnished by Company on Advertiser's bahalf and in access dates of associates of any other sets of any other sets of any claims arising from the distribution of their comments for distribution of metrical announcements produced by Company on Advertiser's bahalf and in access and the indemnify. 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 indemnite 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: 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.