CONTRACT

WKBD-TV
26905 West 11 Mile Road
Southfield, MI 48037
(248) 355-7000

Contract / Revision	Alt Order #
632722 /	WOC14618664

Advertiser	Original Date / Revision
House Majority PAC	04/11/24 / 04/12/24

Contract Dates	Estimate #
10/15/24 - 10/21/24	**13104**

Product
ISSUE - US HOUSE - SKED B

And:

Waterfront Strategies
3050 K St NW Ste 100
Washington, DC 20007-5161
US

Billing Cycle	Billing Calendar	Cash/Trade
EOM/EOC	Broadcast	Cash
Property	**Account Executive**	**Sales Office**
WKBD-TV	Todd Berry	CTS-POL

Special Handling

Demographic
Households

Agy Code	Advertiser Code	Product 1/2
TV14573	79	86

Agency Ref	Advertiser Ref
103670	505207

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	PCode	Type	Spots	Amount
N 1	WKBD	10/15/24	10/21/24	M-F 9a-10a	858a-10a		:30			ISS	NM	5	$1,250.00
		Start Date	End Date	Weekdays	Spots/Week				Rate				
Week:		10/15/24	10/21/24	MTWTF- -	5				$250.00				
N 2	WKBD	10/15/24	10/21/24	M-F 11a-12n	1058a-12n		:30			ISS	NM	5	$1,250.00
		Start Date	End Date	Weekdays	Spots/Week				Rate				
Week:		10/15/24	10/21/24	MTWTF- -	5				$250.00				
N 3	WKBD	10/15/24	10/21/24	M-F 12n-1p	1158a-1p		:30			ISS	NM	5	$1,250.00
		Start Date	End Date	Weekdays	Spots/Week				Rate				
Week:		10/15/24	10/21/24	MTWTF- -	5				$250.00				
N 4	WKBD	10/15/24	10/21/24	M-F 1p-2p	1258p-2p		:30			ISS	NM	5	$1,500.00
		Start Date	End Date	Weekdays	Spots/Week				Rate				
Week:		10/15/24	10/21/24	MTWTF- -	5				$300.00				
N 5	WKBD	10/15/24	10/21/24	M-F 2p-3p	158p-3p		:30			ISS	NM	5	$1,500.00
		Start Date	End Date	Weekdays	Spots/Week				Rate				
Week:		10/15/24	10/21/24	MTWTF- -	5				$300.00				
N 6	WKBD	10/15/24	10/21/24	M-F 3p-4p	258p-4p		:30			ISS	NM	5	$1,000.00
		Start Date	End Date	Weekdays	Spots/Week				Rate				
Week:		10/15/24	10/21/24	MTWTF- -	5				$200.00				
N 7	WKBD	10/15/24	10/21/24	M-F 4p-5p	358p-5p		:30			ISS	NM	5	$1,500.00
		Start Date	End Date	Weekdays	Spots/Week				Rate				
Week:		10/15/24	10/21/24	MTWTF- -	5				$300.00				
N 8	WKBD	10/15/24	10/21/24	M-F 5p-530p	458p-530p		:30			ISS	NM	5	$1,250.00
		Start Date	End Date	Weekdays	Spots/Week				Rate				
Week:		10/15/24	10/21/24	MTWTF- -	5				$250.00				
N 9	WKBD	10/15/24	10/19/24	Sa 5p-6p	5p-6p		:30			ISS	NM	1	$300.00
		Start Date	End Date	Weekdays	Spots/Week				Rate				
Week:		10/15/24	10/21/24	- - - - - S -	1				$300.00				
N 10	WKBD	10/15/24	10/20/24	Su 5p-6p	458p-6p		:30			ISS	NM	1	$300.00
		Start Date	End Date	Weekdays	Spots/Week				Rate				
Week:		10/15/24	10/21/24	- - - - - - S	1				$300.00				
N 11	WKBD	10/15/24	10/21/24	M-F 530p-6p	528p-6p		:30			ISS	NM	5	$1,250.00
		Start Date	End Date	Weekdays	Spots/Week				Rate				

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

Less Agency commission of 15% Except on Non-Commissionable Amounts. Conditions on the reverse of this page and any attachment hereto are an integral part of this Agreement. If this contract is with an Advertiser, references to Agency apply to Advertiser, except no commission will be allowed an Advertiser.
The CBS cancellation policy for Advertisers is four weeks prior to the a spot being cancelled.
For candidate and national political advertisers; Class of Time Codes: CDR=Candidate-only, program-specific non-preemptible class; LUR and ISS=Program-specific, preemptible class.

WKBD-TV
26905 West 11 Mile Road
Southfield, MI 48037
(248) 355-7000

Contract / Revision	Alt Order #
632722 /	WOC14618664

Advertiser	Original Date / Revision
House Majority PAC	04/11/24 / 04/12/24

Contract Dates	Product	Estimate #
10/15/24 - 10/21/24	ISSUE - US HOUSE - SI	**13104**

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	PCode	Type	Spots	Amount
		Start Date	End Date	Weekdays	Spots/Week				Rate				
Week:		10/15/24	10/21/24	MTWTF--	5				$250.00				
N 12	WKBD	10/15/24	10/21/24	M-F 6p-630p	558p-630p		:30			ISS	NM	5	$2,500.00
Week:		10/15/24	10/21/24	MTWTF--	5				$500.00				
N 13	WKBD	10/15/24	10/19/24	Sa 6p-7p	558p-7p		:30			ISS	NM	1	$300.00
Week:		10/15/24	10/21/24	-----S-	1				$300.00				
N 14	WKBD	10/15/24	10/20/24	Su 6p-7p	558p-7p		:30			ISS	NM	1	$300.00
Week:		10/15/24	10/21/24	------S	1				$300.00				
N 15	WKBD	10/15/24	10/21/24	M-F 630p-7p	628p-7p		:30			ISS	NM	5	$2,500.00
Week:		10/15/24	10/21/24	MTWTF--	5				$500.00				
N 16	WKBD	10/15/24	10/21/24	M-F Prime Access 1a	658p-730p		:30			ISS	NM	5	$3,500.00
Week:		10/15/24	10/21/24	MTWTF--	5				$700.00				
N 17	WKBD	10/15/24	10/19/24	Sa Prime Access 1a	658p-730p		:30			ISS	NM	1	$400.00
Week:		10/15/24	10/21/24	-----S-	1				$400.00				
N 18	WKBD	10/15/24	10/20/24	Su Prime Access 1a	658p-730p		:30			ISS	NM	1	$500.00
Week:		10/15/24	10/21/24	------S	1				$500.00				
N 19	WKBD	10/15/24	10/21/24	M-F Prime Access 1b	728p-8p		:30			ISS	NM	5	$3,500.00
Week:		10/15/24	10/21/24	MTWTF--	5				$700.00				
N 20	WKBD	10/15/24	10/19/24	Sa Prime Access 1b	728p-8p		:30			ISS	NM	1	$400.00
Week:		10/15/24	10/21/24	-----S-	1				$400.00				
N 21	WKBD	10/15/24	10/20/24	Su Prime Access 1b	728p-8p		:30			ISS	NM	1	$500.00
Week:		10/15/24	10/21/24	------S	1				$500.00				
N 22	WKBD	10/15/24	10/21/24	M-F 11p-1130p	1058p-1130p		:30			ISS	NM	5	$750.00
Week:		10/15/24	10/21/24	MTWTF--	5				$150.00				
N 23	WKBD	10/15/24	10/21/24	M-F 1130p-12x	1128p-12a		:30			ISS	NM	5	$750.00
Week:		10/15/24	10/21/24	MTWTF--	5				$150.00				
N 24	WKBD	10/15/24	10/21/24	M-F 12x-1230x	1158p-1230a		:30			ISS	NM	5	$750.00
Week:		10/15/24	10/21/24	MTWTF--	5				$150.00				
N 25	WKBD	10/15/24	10/21/24	M-F 1230x-1x	1228a-1a		:30			ISS	NM	5	$750.00
Week:		10/15/24	10/21/24	MTWTF--	5				$150.00				
N 26	WKBD	10/15/24	10/21/24	M-F 1x-130x	1258a-130a		:30			ISS	NM	5	$750.00
Week:		10/15/24	10/21/24	MTWTF--	5				$150.00				
N 27	WKBD	10/15/24	10/21/24	M-F 130x-2x	128a-2a		:30			ISS	NM	5	$750.00
Week:		10/15/24	10/21/24	MTWTF--	5				$150.00				

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

Less Agency commission of 15% Except on Non-Commissionable Amounts. Conditions on the reverse of this page and any attachment hereto are an integral part of this Agreement. If this contract is with an Advertiser, references to Agency apply to Advertiser, except no commission will be allowed an Advertiser.
The CBS cancellation policy for Advertisers is four weeks prior to the a spot being cancelled.
For candidate and national political advertisers; Class of Time Codes: CDR=Candidate-only, program-specific non-preemptible class; LUR and ISS=Program-specific, preemptible class.

WKBD-TV
26905 West 11 Mile Road
Southfield, MI 48037
(248) 355-7000

Contract / Revision	Alt Order #
632722 /	WOC14618664

Advertiser	Original Date / Revision
House Majority PAC	04/11/24 / 04/12/24

Contract Dates	Product	Estimate #
10/15/24 - 10/21/24	ISSUE - US HOUSE - SI	**13104**

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	PCode	Type	Spots	Amount
		Start Date	End Date	Weekdays	Spots/Week	Rate							
N 28	WKBD	10/15/24	10/21/24	M-F Prime Hr 1	758p-9p		:30			ISS	NM	5	$3,500.00
		Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:		10/15/24	10/21/24	MTWTF- -	5	$700.00							
N 29	WKBD	10/15/24	10/20/24	Sa-Su Prime Rotator	7:58 PM-9:00 PM		:30			ISS	NM	2	$1,000.00
		Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:		10/15/24	10/21/24	- - - - -SS	2	$500.00							
N 30	WKBD	10/15/24	10/21/24	M-F Prime Hr 2	858p-10p		:30			ISS	NM	5	$3,500.00
		Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:		10/15/24	10/21/24	MTWTF- -	5	$700.00							
N 31	WKBD	10/15/24	10/20/24	Sunday Prime Hr 2	857p-10p		:30			ISS	NM	1	$500.00
		Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:		10/15/24	10/21/24	- - - - - -S	1	$500.00							
N 32	WKBD	10/15/24	10/21/24	M-F 10p-11p	10p-11p		:30			ISS	NM	5	$3,000.00
		Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:		10/15/24	10/21/24	MTWTF- -	5	$600.00							
N 33	WKBD	10/15/24	10/19/24	Sa 10p-11p	958p-11p		:30			ISS	NM	1	$400.00
		Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:		10/15/24	10/21/24	- - - - -S-	1	$400.00							
N 34	WKBD	10/15/24	10/20/24	Su 10p-11p	958p-11p		:30			ISS	NM	1	$500.00
		Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:		10/15/24	10/21/24	- - - - - -S	1	$500.00							
							Totals					123	$43,650.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
09/30/24 -10/21/24	123	$43,650.00	($6,547.50)	$37,102.50
Totals	123	$43,650.00	($6,547.50)	$37,102.50

Signature: _____ **Date:** _____

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

Less Agency commission of 15% Except on Non-Commissionable Amounts. Conditions on the reverse of this page and any attachment hereto are an integral part of this Agreement. If this contract is with an Advertiser, references to Agency apply to Advertiser, except no commission will be allowed an Advertiser.
The CBS cancellation policy for Advertisers is four weeks prior to the a spot being cancelled.
For candidate and national political advertisers; Class of Time Codes: CDR=Candidate-only, program-specific non-preemptible class; LUR and ISS=Program-specific, preemptible class.

STANDARD TERMS AND CONDITIONS

The agency ("AGENCY") placing the advertising covered by this contract on behalf of the advertiser(s) ("ADVERTISER") for whom such advertising is placed, or if a time-buying service ("SERVICE") is used, SERVICE, on behalf AGENCY and ADVERTISER, and the station ("STATION") accepting this contract hereby agree this contract will be governed by the terms and conditions below. In the event of a conflict between these terms and conditions and any other document provided by ADVERTISER, AGENCY, OR SERVICE, these terms and conditions will govern.

1. PAYMENT AND BILLING

(a) *Time.* Payments shall be made on or before the 15th day of the month following the month in which broadcasting was done unless otherwise provided on the face of this contract. The postmark date on the envelope containing payment, if such is properly addressed to STATION or its representative authorized to receive payment, will be considered the date payment was made unless otherwise stipulated.

(b) *Materiality.* The date of payment is deemed a material term hereof. In the event STATION does not receive timely payment, then STATION, in its sole discretion, may discontinue further performance hereunder.

(c) *Right to Modify Terms of Payment.* Upon STATION'S reasonable belief that the credit of ADVERTISER, AGENCY or SERVICE has been impaired, STATION will have the right to change payment terms for further broadcasts.

(d) *Billing.* STATION shall bill AGENCY (or in the event a time-buying service is a party to this contract, STATION shall bill SERVICE) at the end of each standard broadcast month unless otherwise provided on the face of this contract. STATION's invoices will be in accordance with the log, will so state, and will be deemed to be correct unless proved otherwise.

(e) *Joint and Several Liability.* 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 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 does not constitute payment to STATION.

2. TERMINATION

(a) *Broadcasts of Five Minutes of More.* If this contract calls for broadcasts of 5 minutes or more in duration, then it may be terminated by either party with 28 days' written notice; provided, however, that such termination will not be effective until 13 weeks after the start of broadcasting hereunder.

(b) *Broadcasts of Fewer than Five Minutes.* If this contract calls for broadcasts of fewer than 5 minutes in duration, then it may be terminated by either party with 28 days' written notice; provided, however, that such termination will not be effective until 28 days after the start of broadcasting hereunder. STATION, in its sole discretion, may attempt to sell off schedule, with the understanding that any such attempt does not reduce or change liability for the payment of any unsold portion.

(c) *Effect of Termination.* If a party other than STATION terminates this contract, ADVERTISER, AGENCY and SERVICE, jointly and severally, shall pay STATION at the published rate for broadcasts made or contracted for, to and including the date of termination. If STATION terminates this contract and STATION and AGENCY, or if this contract is with a time buying service, STATION and SERVICE, cannot agree on a satisfactory substitute day or time for continuance of broadcasts covered by this contract at the card rates on which this contract is based, then ADERTISER, AGENCY and SERVICE, jointly and severally, shall pay STATION for broadcasts made up to and including the date of termination without penalty of short rate, *i.e.*, such parties shall have the benefit of the same discounts which they would have earned had they been allowed to complete the contract. In the event of termination hereunder, neither STATION nor ADVERTISER, AGENCY or SERVICE will have any liability other than as specified in this paragraph 2 and paragraph 8.

3. EFFECT OF BREACH

(a) *By ADVERISER, AGENCY or SERVICE.* STATION reserves the right to cancel this contract at any time upon default by ADVERTISER, AGENCY or SERVICE in the payment of bills or other material breach hereof. Upon such cancellation, all charges for broadcasting done hereunder and not paid will become immediately due and payable. If such cancellation is due to a material breach by ADVERTISER, AGENCY or SERVICE, then the only liability of such parties, which liability will be joint and several, will be to pay to STATION as liquidated damages, a net sum equal to that which would have been payable to STATION, had notice of termination pursuant to paragraph 2 hereof been given to STATION as of the date of STATION's cancellation, less any amount which STATION actually receives for the sale of the same time.

(b) *By STATION.* In the event of a material breach by STATION in performing this contract, this contract may be cancelled at any time by AGENCY or if a time buying service is a party to this contract, by SERVICE. If such cancellation is by reason of STATION's material breach, STATION's liability will be limited to the payment, as liquidated damages, of a net sum equal to the actual non-cancellable live talent costs incurred by or on behalf of ADVERTISER for the production of a live program (not limited nor recorded) in the cancelled time and the reasonable allocated print or rental cost of films scheduled for the cancelled broadcast and not usable for future scheduling, due to such breach. Notwithstanding the foregoing STATION's liability will not exceed the time costs involved for the unexpired and non-cancellable portion of the contract; that is, STATION will not be liable for any sum greater than the sum of time charges involved had STATION, as of the date of cancellation, given notice of termination pursuant to paragraph 2. Inability to broadcast as set forth in paragraph 4 will not be deemed a breach of this contract.

4. INABILITY OF BROADCAST

(a) *Simultaneous interruption of Aural and Visual Signal.* If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, mechanical breakdowns, internet or telecommunications outages or for any other cause outside of STATION's control STATION is unable to broadcast any program, announcement or a part of any program or announcement contracted to be broadcast hereunder, STATION will not be liable to ADVERTISER, AGENCY or SERVICE except to allow (1) a pro rata reduction in the time charges hereunder; or (2) if an interruption occurs during the commercial announcement portion of any broadcast, a credit in the same proportion to the time charges which the omitted commercial portions bears to the total commercial portion of the broadcast, it being understood that the determination of the credit owed hereunder will be made on whichever basis is less favorable to STATION. In lieu of the foregoing, upon the parties' mutual agreement, STATION may allow a later broadcast of the omitted performance at a satisfactory substitute day and time. With respect to such later broadcasts, there will be allowed the same discounts that would have been earned had the performance not been omitted.

(b) *Interruption of Either Aural or Visual Signal.* If the failure is of either the aural or visual signal, but not both, then the amount of the adjustment will be subject to negotiation.

(c) *Interruption of Aural Signal (Radio).* The terms of paragraph 4(a) will apply to interruption of aural signals for radio.

5. SUBSTITUTION OF PROGRAMS OF PUBLIC SIGNIFICANCE

(a) *Conditions of Substitution.* STATION will have the right to cancel any broadcast or portion thereof hereunder in order to broadcast any program which, in its absolute discretion, is deems to be of public significance including, but not limited to, sporting events. In any such case, STATION will notify AGENCY (or, if a time buying service is a party to this contract, STATION will notify SERVICE) in advance if reasonably possible, but where such notice cannot reasonably be given, then STATION will notify AGENCY or SERVICE, as the case may be, within a reasonable time after such scheduled broadcast that such broadcast has been cancelled.

(b) *Adjustment.* If AGENCY and STATION (or if a time buying service is a party to this contract, if SERVICE and STATION) cannot agree upon a substitute day and time, the broadcast time pre-empted will be deemed cancelled without affecting the rates, discounts, or rights provided hereunder, except that neither ADVERTISER, AGENCY nor SERVICE will be required to pay for the cancelled STATION charges. However, if the program substituted by STATION is a sponsored program, then STATION shall pay to AGENCY or SERVICE, as the case may be, the actual non-cancellable live talent costs incurred by or on behalf of ADVERTISER for the production of a live program (not filmed or recorded) in the cancelled time, and the reasonable allocated print or rental cost of films of tapes scheduled for the cancelled broadcast and not usable for future scheduling, not to exceed the time charges for the period involved.

6. PROGRAM PRODUCTION

(a) *AGENCY or SERVICE Responsibility.* Unless otherwise noted on the face of this contract, all program material, including talent and commercial announcements, shall be furnished by AGENCY or SERVICE and all expenses connected with the delivery thereof to STATION and return therefrom, if so directed, shall be paid by AGENCY or SERVICE.

(b) *Approval of Material.* Television or radio program material delivered to STATION is subject to STATION approval both as to talent and broadcast content and STATION may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality.

(c) *Property Rights.* All property and proprietary rights in any program material or other matter prepared, created, or devised by either party hereto (or to the principal or principals of such party) for use in connection with programs broadcast shall be retained by the party preparing, creating, or devising the same.

7. NON-RECEIPT OF MATERIAL

If STATION fails to receive program material at least 96 hours (excluding Saturday, Sunday, and holidays) in advance of the time of broadcast, STATION may notify AGENCY (or if a time buying service is a party to this contract, STATION may notify SERVICE) of such non-receipt via email. If program material has not been received at least 72 hours (excluding Saturday, Sunday, and holidays) in advance of the time of broadcast and, in the event that AGENCY or SERVICE, as the case may be, has been notified of such non-receipt, ADVERTISER, AGENCY and SERVICE shall be obligated, jointly and severally, to pay STATION, upon STATION's demand, STATION's regular charges for time and facilities as liquidated damages.

8. BROADCAST LIABILITIES

(a) *Indemnification by ADVERISER, AGENCY and SERVICE.* ADVERTISER, AGENCY and SERVICE, jointly and severally, shall be obligated to hold and save STATION harmless against any or all liabilities (including costs and attorneys' fees) resulting from the broadcast of programs or program material prepared, produced, or furnished to STATION by or on behalf of ADVERTISER, excepting such liability as may result from the broadcast of materials furnished by STATION and musical compositions, the performance of which are licensed by a music licensing organization of which STATION is a licensee.

(b) *Indemnification by STATION.* STATION will hold and save ADVERTISER, AGENCY and SERVICE harmless against all such liability on STATION-produced broadcasts excepting only such liability as may result from the broadcast of commercial credits, and other material furnished by or on behalf of ADVERTISER. In addition, STATION will hold and save ADVERTISER, AGENCY and SERVICE harmless with respect to material furnished by STATION for broadcasts produced by or on behalf of ADVERTISER, and with respect to the performance of musical compositions on such broadcasts, provided that the performance of such musical compositions is licensed for broadcasting by a music licensing organization of which STATION is a licensee.

9. WARRANTY AND REPRESENTATION AS TO AUTHORITY

If this contract is between STATION and AGENCY, AGENCY represents and warrants that it has the authority from ADVERTISER, to act as ADVERTISER's agent, for all purposes hereunder, including, but not limited to, arranging, servicing, and paying for the advertising specified herein. If this contract is between STATION and SERVICE, SERVICE likewise represents and warrants that it has the authority from AGENCY and ADVERTISER, to enter into this contract on behalf of AGENCY and ADVERTISER, as AGENT for AGENCY and ADVERTISER, for all purposes hereunder.

10. SPONSORSHIP ID

(a) Each of ADVERTISER, AGENCY and SERVICE agree to include disclosures sufficient to satisfy the requirements of Sections 317 and 507 of the Communications of 1934 ("Sections 317 and 507") in any program or other content provided in connection with any sponsorship or consideration which any person has been directly or indirectly paid or accepted, or promised to be paid or to accept, for the inclusion of any matter as part of any programming and to disclose to Station in writing in advance any information of which it has, or which has been disclosed to ADVERTISER, AGENCY or SERVICE as to any money, service or other valuable consideration which any person has been paid or accepted, or has agreed to pay or accept for the inclusion of any matter as a part of any programs as required by Sections 317 and 507. The term "service or other valuable consideration" as used in this paragraph will not include any service or property furnished without charge or at a nominal charge for use on, or in connection with any programs unless it is furnished in consideration for an identification in any programs 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 such programs. Each of ADVERTISER, AGENCY and SERVICE shall exercise reasonable diligence to inform its employees and other persons with whom it deals directly in connection the material and content it is providing Station of the requirements of Sections 317 and 507.

(b) *Foreign Sponsor ID.* ADVERTISER, AGENCY, and SERVICE have each reviewed the requirements adopted by the FCC In the Matter of Sponsorship Identification Requirements for Foreign Government-Provided Programming, Report and Order, MB Docket No. 20-299 (rel. April 22, 2021), 47 CFR 73.1212, (the "foreign government sponsorship ID rule"), which AGENCY represents and warrants it has provided to each of ADVERTISER and/or SERVICE. Each of ADVERTISER, AGENCY and/or SERVICE represent and warrant that it does not qualify as a "foreign governmental entity," a "government of a foreign country," a "foreign political party," or an "agent of a foreign principal" as defined under the foreign government sponsorship ID rule in 47 C.F.R. §73.1212(j)(2) and none of ADVERTISER, AGENCY or SERVICE have any knowledge of any party in the chain of production or distribution of any content supplied by ADVERTISER, AGENCY or SERVICE that, pursuant to the foreign government sponsorship ID rule, (i) qualifies as a "foreign governmental entity"; and (ii) has provided, or intends to provide, any form of inducement to air such programming. If ADVERTISER, AGENCY or SERVICE becomes aware of any change in its representations hereunder that could implicate the foreign government sponsorship ID rule, then each such party shall notify STATION in writing promptly, but in no event more than 48 hours of becoming aware of such change and in any event at least 48 hours prior to any broadcast, and each further agrees to provide any necessary information, including in-program disclosures, such that broadcast of the provided content complies with the foreign government sponsorship ID rule.

11. GENERAL

(a) *Broadcast Times.* STATION will perform the broadcasts covered by this contract on the days and the approximate hourly times provided on the face of this contract. Time mentioned will be current at the Station. STATION may deduce from any period of 5 minutes or longer not more than 70 seconds for station break purposes. STATION reserves the right to change the day, hour, or both of station break announcements, special feature participations, and programs of five minutes of more for any purpose upon notice to AGENCY (or if a time buying service is a party hereunder, upon notice to SERVICE). If a mutually agreeable substitute hour and day cannot be determined, then the specified time period only will be cancelled without affecting the balance of the contract.

(b) *Handling of Property and Mail.* STATION shall exercise normal precautions but will assume no liability for loss of or damage to program material and other property furnished to it in connection with broadcasts hereunder. STATION will not accept or process mail, correspondence, or telephone calls in connection with broadcasts except after prior approval and, if so approved, at the sole risk of ADVERTISER, AGENCY and SERVICE and subject to reimbursements by such parties for all expenses incurred.

(c) *Assignment and Waiver.* This contract, including the rights under it, may not be assigned or transferred without first obtaining the consent of STATION in writing; nor may STATION be required to broadcast hereunder for the benefit of any other advertiser or product than the one med on the face of this contract. Failure of either party hereto to enforce any of the provisions herein will not be construed as a general relinquishment or waiver as to that or any provision.

(d) *Legal Obligations.* STATION's obligations hereunder are subject to the terms and conditions of licenses held by it and by applicable federal, state, and local laws and regulations.

(e) *No Oral Modification.* ADVERTISER, AGENCY and SERVICE acknowledge that (except for such agreements as may have been entered into approving the form of this contract): (i) there is no express or implied agreement relating to any announcements and/or any program material except as specifically set forth herein; (ii) this contract contains the entire agreement between the parties relating to the subject matter herein contained; and (iii) no change or modification of any of its terms and provisions will be effective unless made in writing and signed by the parties hereto.

(f) *ID Pre-emptions.* In station breaks of 30 seconds duration or longer, ID announcements are subject to immediate pre-emption by an advertiser purchasing an announcement longer than an ID.

(g) *Multiple Product Announcements.* All announcements must be identified as single, integrated, or non-integrated "piggyback" per the NAB Code, at time of request of availabilities. STATION requires 14 days' notice when changing from straight to multiple product commercials; otherwise, STATION reserves the right, when necessary, to reschedule new commercials in similar time classifications. AGENCY (or if a time buying service is a party to this contract, SERVICE) will be immediately notified of such change.

(h) *Participating Programs.* Announcements in all participating programs may be rotated in the adjacency preceding and/or following the program.

(i) *References.* If no advertising agency is named on the face of this contract, then all references herein to "AGENCY" will be deemed to refer to ADVERTISER and if no time buying service is named on the face of this contract, then all references herein to "SERVICE" will be deemed deleted.

(j) *Delayed Announcements.* Announcements scheduled in programs following events, such as, feature films, sports or special programming of any kind which run beyond their normally scheduled

time, or announcements scheduled in programs which are interrupted for any reason, will be automatically scheduled within the delayed program without prior notice to ADVERTISER, AGENCY or SERVICE, and will be billed at the same rate as if the event had concluded at its normal time, or there was no interruption.

(k) *Rates for Specials.* Rates for special event programming and special programs of 5 minutes or longer in duration are available at STATION upon request.

12. DIGITAL CAMPAIGNS

If this contract includes program material ("Digital Campaign") that will run on CBS Television Stations' or other Paramount (collectively "Media Company") digital properties, such Digital Campaign is governed by the AAAA/IAB Standard Terms and Conditions, v.3.0 and is subject to the laws of the State of California and jurisdiction of the courts located in San Francisco, California. Any personally identifiable information transferred under this contract will be used by ADVERTISER only in accordance with applicable federal, state, and local laws and regulations. For Co-Viewing (defined as members of the same household watching television at the same time), each of ADVERTISER, AGENCY and SERVICE agree that for all long and short form video campaigns that include VOD and OTT platforms, STATION will receive delivery and billing credit for in-demo and/or P2+ Co-Viewing impressions measured according to the agreed-upon Ratings Based Planning (RBP) methodology. Digital Campaigns involving native custom content creation by STATION requires a fully executed Custom Content Media Buy Addendum referencing this contract. Media Company reserves the right to move impressions between desktop, mobile, OTT, and STB VOD to ensure full delivery of campaign goals. Cancellation policy for Media Company deals will follow either Upfront broadcast terms or the IAB standard 14-day out clause. For pre-roll video inventory, ADVERTISER, AGENCY and SERVICE understand and agree that the video rotation will be a blend of muted and sound-on video ad impressions.

NONDISCRIMATION POLICY: CBS Television Stations and its stations do not discriminate in advertising contracts on the basis of race, ethnicity or gender, and will not accept any advertising which is intended to discriminate on the basis of race, ethnicity or gender. ADVERTISER represents and warrants that it is not purchasing advertising time from CBS Television Stations or its stations that is intended to discriminate on the basis of race, ethnicity or gender.