

**RECORD OF REQUEST FOR PURCHASE OF POLITICAL TIME
CANDIDATE OR ISSUE**
(COMPLETED FORM TO BE SENT AT TIME OF ORDER AND WILL BE PLACED IN POLITICAL/ PUBLIC INSPECTION FILE)

1. Date of Request: 6/20/18 2. Requestor: Regina Williams
3. Address of Person making the Request: 295-B Bucheimer Road Frederick, MD 21701
4. Telephone Number of Person making the request: 240-446-8291

CANDIDATE ADS:

Name of Candidate: Regina Williams
Name of Candidate's Authorized Committee: FRIENDS OF Regina Williams
Name of Treasurer of Candidate's Committee: Brett Hess
Legally Qualified Candidate for Office of County Executive

Election: *PLEASE ATTACH REQUESTED SCHEDULE OF TIME*****

PRIMARY ELECTION Democrat _____ Republican Other _____
GENERAL ELECTION _____ Democrat _____ Republican _____ Other _____
CAUCUS _____ Democrat _____ Republican _____ Other _____

ISSUE/ADVOCACY ADS:

Name of Organization Buying Time: _____

Issue of National Importance: Yes _____ No _____

Describe Content of Issue Ad (complete 5 above if a Candidate is mentioned in Ad):

Attach Names and Addresses of Chief Executive Officers, Executive Committee or Board of Directors

If advertisement relates to a candidate running for election:

Name of Candidate: Regina Williams
Candidate's Party Affiliation: Republican
Office Sought by Candidate: County Executive

8. Request to Purchase Time: ACCEPTED IN WHOLE _____ ACCEPTED IN PART _____ REJECTED

9. DMA Washington Interconnect (Y or N), Zones: Frederick County

10. If request to purchase time is ACCEPTED (in whole or in part) from Candidate or from an issue/advocacy advertiser and the advertisement relates to an issue of national importance attach a copy of (i) the Insertion Order (including schedule of time purchased, rates charged, class of time purchased), (ii) Invoice, and (iii) Affidavit of Performance indicating dates and times the advertisement aired and place in the Political File. If request to purchase time is ACCEPTED (in whole or in part) from an issue/advocacy advertiser and the advertisement relates to all other political issues place only the Record of Request in the Political File.

Comcast Representative

Signed: _____

Date: 6/21/18

Name: Sean Morrissey
Position: Local Sales Manager

Send this ROR to omc_political@cable.comcast.com when you submit an order

**CANDIDATE DISCLOSURE STATEMENT: INFORMATION CONCERNING POLITICAL
ADVERTISING POLICIES
OF COMCAST SPOTLIGHT WASHINGTON DC**

The following describes the political advertising policies of Comcast Spotlight, Washington DC, adopted in compliance with the requirements of the Communications Act of 1934, as amended (the "Act"), and the rules and regulations of the Federal Communications Commission ("FCC"). These policies apply to purchases of advertising time for any "use" by legally qualified political candidates. A political advertisement or program involves a "use" if it includes the recognizable voice or image of the candidate for at least four seconds. (Generally, the sponsorship ID will fulfill this requirement for federal candidates.) Candidates may be asked to demonstrate that they are legally qualified. All federal candidates must comply with the requirements of the Bipartisan Campaign Reform Act of 2002 ("BCRA").

I. SPOT ANNOUNCEMENTS — TERMS AND CONDITIONS

During the 45 day period before a primary election and the 60 day period before a general or special election (the "Pre-Election Windows"), the cable system will sell spot announcement time to political candidates at its lowest unit charge ("LUC") rates, meaning on the same terms and conditions, including discounts and other privileges, as are available to its most favored commercial advertisers. The LUC is the lowest per-spot price paid for the same class and amount of time during the same time period. In calculating the LUC, the cable system will include rates for spots that are sold as part of packages, even if the candidate is not purchasing a package.

Pursuant to BCRA, no federal candidate will be entitled to LUC unless the candidate provides the cable system with a Certification. This Certification must state that the candidate (and any authorized committee of the candidate) will not make any direct reference to another candidate for the same office in any advertisement unless the advertisement complies with Section 315(b)(2)(C) of the Act as amended by BCRA. A sample Certification is attached for use by federal candidates. This certification should be received before any purchase during a Pre-Election Window if the candidate intends to receive LUC benefits, and should be provided with the first order whenever possible.

Lowest Unit Rate Available to Campaigns

The following classes of spot announcements, each of which has a separate rate structure and LUC, are available:

Immediately Pre-Emptible(Lowest Unit Rate) & Non-Pre-Emptible class of time

Local Rate Card

5A-9A Mon-Sun

9A-4P Mon-Sun

4P-7P Mon-Sun

7P-MID Mon-Sun

11A-7P Sat/Sun

See rate cards for rates and additional disclosures

Interconnect Rate Card

5A-9A Mon-Sun

9A-4P Mon-Sun

4P-7P Mon-Sun

7P-MID Mon-Sun

11A-7P Sat/Sun

It is the cable system's policy to sell political advertising on Election Day through 6PM.]

All commercials and programs are fully commissionable to recognized agencies at 15%. Candidates who purchase time without the use of an agency will be extended a 15% discount during the Pre-Election Window.

II. SPOT ANNOUNCEMENT REBATES

Current estimates of the LUC and chances of preemptibility are attached. Because determination of the LUC cannot be made until after all time has aired in a particular week and because the rate levels at which time will clear vary with market demand, the cable system cannot guarantee its estimates of the LUC or of the preemptibility of various classes of or rates for time. All such estimates are subject to change in light of current market developments. Candidates should inquire at the time of order as to current estimates of the LUC and preemptibility.]

On a weekly basis, the cable system will review purchases of advertising by commercial and political advertisers. If that review indicates that political candidates are entitled to rebates in order to comply with federal LUC requirements, every effort will be made to promptly issue rebates (or, at the candidate's option, credits) prior to the election, if possible.

III. SALES OF TIME OUTSIDE THE PRE-ELECTION WINDOW

If candidates purchase time for cablecast outside the statutory Pre-Election Window, rates and conditions of sale will be comparable to those charged and applied to commercial advertisers. Avails and rates will be provided to candidates for carriage during these periods on the same basis as to commercial advertisers. Candidates are not entitled to LUC rates for time purchased for use outside the statutory Pre-Election Windows. Volume discounts and similar discount privileges are available to candidates only on the same basis they are available to commercial advertisers during those periods. The cable system's policies concerning make-goods, the availability and pricing of package plans and other sales practices will also apply to political advertisers during non-window periods on the same basis as to commercial advertisers. Candidates purchasing time for carriage outside of pre-election windows should inquire if they have additional questions about the cable system's policies during these periods.

IV. SPOT ANNOUNCEMENT AVAILABILITIES

Attached is a description of all programs, dayparts, rotations and packages available to political candidates on the cable system showing applicable rates outside the Pre-Election Windows.

See rate cards/packages

The cable system may also make available other rotations upon request, and may negotiate special advertising packages (combinations of spots in various classes or rotations) tailored to suit the particular needs of individual candidates. The cable system may also engage in special promotions and if so, it will make such promotions available to political advertisers upon request.

All sales of time for use by political candidates are subject to FCC equal opportunities requirements, regardless of whether time is purchased within or outside of the Pre-Election (LUC) Window.

Include any limitations on sales of time for use by candidates.

V. COMMERCIAL PROGRAM TIME — TERMS AND CONDITIONS

The cable system will, on appropriate request, make program time available for use by legally qualified political candidates. Program rates are set forth on the attachment. If program time is desired, please contact the cable system directly for current availability and rates.]

VI. SPOT ANNOUNCEMENT MAKE-GOODS

The cable system will use commercially reasonable efforts to provide "make-goods" prior to the election for candidate spots purchased for airing during the Pre-Election Window that are preempted because of the nature of the time purchased, and will make every effort to provide a make-good in the same daypart or program purchased. However, we cannot guarantee any advertiser that make-goods will be provided on the same channel and in the

same time period originally ordered. If inventory constraints preclude identical scheduling, the cable system will offer make-goods in comparable time period(s) and channels of equal or greater value, or, if the candidate prefers, will issue credits or rebates.

VII. SPOT ANNOUNCEMENT ORDERING PROCEDURES

Payment in full is due no later than one week before the schedule is to start, or at the time of the order if the order is scheduled to begin running in less than a week. Exceptions may be made for candidates or agencies with an established credit history, consistent with the cable system's policy with respect to similarly-situated commercial advertisers. No scheduled time will be considered firm until the cable system has confirmed and accepted the order and payment is received. All payments must be made by check, cash, money order or credit card, consistent with the cable system's policy for commercial advertisers. All political advertisers must provide complete and accurate information concerning the entity or individual who is paying for the advertisement, including the identity of an organization's chief executive officers or members of its executive committee or board of directors. Candidates must provide the name of the treasurer of their authorized committees.

The cable system reserves the right to recapture spot time sold to a candidate to meet equal opportunities requirements of the Act. If spot time is recaptured by the cable system, the candidate will be advised as soon as practicable and a refund will be issued for any recaptured time if substitute time cannot be provided that is acceptable to the candidate.

All advertising contracts and production materials should arrive at the cable system at least (see traffic deadlines) hours in advance of cablecast to ensure compliance with sponsorship identification requirements, cable system technical standards and the provisions of this policy.

Special procedures will be established for purchases of time to air immediately prior to elections, and cable system personnel will be available for that purpose on the weekend prior to an election.

VIII. SPOT ANNOUNCEMENT SPONSORSHIP IDENTIFICATION

The system expects all federal candidates to comply with the requirements of the Act and BCRA. It is the responsibility of the candidate to ensure that each candidate ad complies with applicable federal requirements. At a minimum, all political announcements and programs must include a sponsorship identification announcement that fully and accurately identifies the organization or individual paying for the commercial, using the terms "paid for by" or "sponsored by." Such sponsorship identification must be visual, must last at least four seconds, must be of sufficient contrast to be readable, must use letters which are all at least 4% of vertical picture height and must be at the end or beginning of the spot. If an announcement or program does not include the required sponsorship identification, the cable system will add the necessary information and charge the candidate production charges in accordance with its practices applicable to commercial advertisers. To stay within applicable time limits, this could result in cutting off the end of a spot.

Ads for federal candidates must contain BOTH of the following: (1) a printed statement identifying the candidate, stating that the candidate approved the advertisement, and stating that the candidate and/or the candidate's authorized committee paid for the advertisement; and (2) the candidate making the statement orally in an unobscured full-screen (at least 80%) view OR a candidate voice-over, accompanied by a clearly identifiable photograph or similar image of the candidate.

IX. VOD SHOWCASE AND FEATURE TERMS AND CONDITIONS

The cable system will sell advertising time on its Video On Demand platform ("VOD") to political candidates on the same terms and conditions as are available to its commercial advertisers. Candidates may purchase time in accordance with the attached rate card and VOD Terms and Conditions.

X. ONLINE TERMS AND CONDITIONS.

The cable system will sell advertising time on its online platforms to political candidates on the same terms and conditions as are available to its commercial advertisers. Candidates may purchase time in accordance with the attached rate card and Online Terms and Conditions.

XI. FEDERAL CANDIDATES CERTIFICATION

Federal Candidates must sign the attached Certification to be eligible for LUC rates.

XII. OTHER MATTERS

The cable system maintains a public inspection file at **(see cable system locations)**. The public inspection file includes certain required information concerning political advertising. This file is available for public inspection and copying during regular business hours.

THIS POLICY IS AND THE RATES SET FORTH ON THE CABLE SYSTEM'S ATTACHED POLITICAL RATE CARDS ARE SUBJECT TO CHANGE.

NOTE:

POLITICAL ADVERTISEMENTS THAT ARE DISTRIBUTED ON CERTAIN NETWORKS MAY ALSO BE SEEN IN ADDITIONAL DMAs.

THE NUMBER OF SUBSCRIBING HOMES RECEIVING ADS ON ANY CABLE NETWORK IS AN ESTIMATE AND MAY VARY BY GEOGRAPHIC AREAS AND OTHER FACTORS. ANY STATEMENT OF (1) THE NUMBER OF SUBSCRIBING HOMES RECEIVING AN AD AND (2) AUDIENCE ESTIMATES ARE BASED EITHER ON NCC METHODOLOGY THAT UTILIZES EITHER NIELSEN CARRIAGE & INSERTION UNIVERSE ESTIMATES OR ADJUSTS INTERNAL CARRIAGE/INSERTION SUB COUNTS BY THE NIELSEN FULL FOOTPRINT INTERCONNECT UNIVERSE ESTIMATE. ZONE ESTIMATES ARE GENERATED USING NIELSEN INTERCONNECT UNIVERSE ESTIMATES ADJUSTED ON A PRO RATA BASIS BY INTERNAL SUBSCRIBER COUNTS BY ZONE. NIELSEN UNIVERSE ESTIMATES ARE DERIVED: IN TELEPHONE FRAME SET-METER AND DIARY-ONLY MARKETS, FROM A ROLLING AVERAGE OF THE PRIOR FOUR MAJOR SWEEP PERIODS OF DIARY SAMPLE; IN LPM AND AREA PROBABILITY SET-METER MARKETS, FROM A ROLLING AVERAGE OF THE PRIOR FOUR PERIODS OF METER SAMPLE, WHEN AVAILABLE. THESE 4 PERIODS EACH CONSIST OF 4 WEEKS OF METER SAMPLE THAT LIE PRIOR TO THE MEASUREMENT CYCLES OF FEBRUARY, MAY, JULY AND NOVEMBER. ESTIMATES MAY CONTAIN IMPRESSIONS OUTSIDE THE HOME DMA. [SEE ALSO NIELSEN VIP REPORT]. THE NUMBER OF HOMES CAPABLE OF ACCESSING VOD AND INTERACTIVE TV ADVERTISING CONTENT IS AN ESTIMATE AND MAY VARY BY THE NUMBER OF HOMES ACTUALLY SUBSCRIBING TO DIGITAL CABLE SERVICE AND OTHER FACTORS. CURRENT NIELSEN AUDIENCE REPORTING METHODOLOGY DOES NOT PROVIDE THE ABILITY TO ADJUST AUDIENCE ESTIMATES FOR HD SIMULCAST PROGRAMMING FOR NON-INSERTION. THE COMPANY MAY NOT HAVE THE CAPABILITY TO INSERT ON HD SIMULCAST NETWORKS OR TO ENABLE INTERACTIVE OVERLAYS ON HD SIMULCAST NETWORKS. AUDIENCE ESTIMATES FOR HD PROGRAMMING HAVE NOT BEEN ADJUSTED FOR NON-INSERTION.

STANDARD ADVERTISER TERMS AND CONDITIONS

The following are the terms and conditions (the "Terms and Conditions") on which Comcast Spotlight, LLC ("Comcast") or Comcast Affiliates (defined below) will distribute advertisements ("Ad(s)") via linear spot cable ("Spot Cable"), video on demand ("VOD"), and/or websites that Comcast or Comcast Affiliates own, operate, host, or distribute ads on ("Covered Sites") pursuant to one or more insertion orders (each, an "IO") that the parties may negotiate from time-to-time. As used herein, the term "Contract" shall mean these Terms and Conditions, together with any IO, and "Comcast Affiliates" shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with Comcast, excluding NBCUniversal Media, LLC.

1. INSERTION ORDER(S)

(a) Each IO shall specify the (i) name of the organization/company/person on whose behalf Ads are being purchased (the "Advertiser"), (ii) in the event the person or entity signing the IO is an advertising agency or other representative for the Advertiser (the "Ad Representative"), the relationship between the Advertiser and such Ad Representative; (iii) the types and quantity of inventory being purchased or delivered; (iv) rates; (v) campaign start date(s) and end date(s); and (vi) networks of distribution platforms on which the Ads will appear. (b) An IO will be deemed binding only upon (i) signature by both parties or (ii) in the case of an IO signed only by Advertiser, the display of the first Ad by Comcast (unless otherwise specified in the IO).

2. BILLING AND PAYMENTS

(a) Comcast will bill Advertiser monthly, using the standard broadcast month, subject to Section 4. (b) Invoices shall contain information with regard to the product type, quantity, length, rate, network and any additional identification, including codes provided by Advertiser and reasonably acceptable to Comcast. Additional charges other than for distribution of Ads may be itemized on a separate invoice. (c) Payment shall be made in advance of the distribution date, unless credit arrangements acceptable to Comcast have previously been made in writing, in which event payment shall be made no later than 30 days after Advertiser's receipt of invoice. (d) Upon Advertiser's request, affidavits for Spot Cable shall state dates and times taken from the official log maintained by Comcast. Such excerpts from the official log shall be the affidavits of performance and the definitive proof of performance. (e) Advertiser agrees to pay all amounts payable under this Contract. Amounts not timely paid as required by this Contract shall be considered delinquent and shall bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) until paid in full. In the event Advertiser fails to make such payments, Advertiser and/or Ad Representative, will

be jointly and severally liable for all amounts owed and reasonable expenses (including legal fees and other costs) incurred by Comcast in collecting such amounts.

3. REJECTION AND TERMINATION

(a) Comcast reserves the right to reject, cancel, or suspend any Ad or IO at any time, for any reason whatsoever. Comcast reserves the right to immediately cancel this Contract at any time upon notice, whether oral or in writing, (i) upon default by Advertiser in the payment of invoices, (ii) for any other material breach of the terms hereof, (iii) if Comcast determines that Ad(s) or Ad Materials fail to meet Comcast, network, or carrier content guidelines, (iv) if Ad(s) or Ad Materials violate any federal, state or local law, rule or regulation ("Laws") or (v) if Ad(s) or Ad Materials contain material that violates the rights of a third party. Upon cancellation, all charges for the distribution of Ads completed hereunder and not paid shall become immediately due and payable. (b) Advertiser may cancel the distribution of Spot Cable Ads of 60 seconds' or less duration upon 14 days' prior written notice to Comcast, effective no earlier than 14 days after the commencement of distribution of Ads under this Contract. Advertiser may cancel the distribution of Spot Cable Ads of more than 60 seconds' duration upon 28 days' prior written notice to Comcast, effective no earlier than 28 days after the first date of distribution under this Contract. Advertiser may cancel the distribution of Ads on VOD, iGuide, or an interactive platform upon 14 days' prior written notice to Comcast, effective no earlier than 14 days after the commencement of distribution under this Contract. Advertiser may cancel the distribution of Ads on Covered Sites if Comcast is in material breach of its obligations hereunder and fails to cure such breach within 10 days of Advertiser's written notice, except as otherwise stated in this Contract with regard to specific breaches. This paragraph notwithstanding, Advertiser may not cancel an IO that is accepted on a non-cancellable basis. (c)

If Advertiser cancels this Contract or an IO, or if Comcast cancels this Contract or an IO for cause due to a breach by Advertiser, all discounts shall be void and rates on the then-current rate card will apply to any Ads distributed after the notice date of such termination through the effective date of cancellation. If Comcast cancels this Contract other than for cause due to a breach by Advertiser, Advertiser shall have the benefit of the same discounts that it would have earned had it been allowed to complete this Contract. (d) If Advertiser cancels any special promotion, contest, sponsorship, sweepstakes or other service provided to Advertiser by Comcast or Comcast Affiliates, at Comcast's sole discretion, any related discounts for Ads shall be void and rates on the current rate card shall apply to all Ads distributed after the notice date of such termination through the effective date of cancellation.

4. AD MATERIALS

(a) Unless otherwise noted on the IO, Advertiser shall provide all materials for Ads, including without limitation artwork, copy, active URLs, and scheduling instructions ("Ad Materials") to Comcast in compliance with generally accepted standards of good practice and in accordance with specifications required by Comcast. Comcast reserves the right to reject, edit, digitize, cut, edit, alter, reformat, reclassify, modify, and/or compress the Ad Materials and to transmit such Ad Materials in their edited, digitized modified, altered, or compressed form for distribution. Advertiser shall pay all expenses incurred in connection with the delivery of Ad Materials to Comcast, and with the return to Advertiser, if such return is directed on the IO or is otherwise requested by Advertiser. If Advertiser fails to deliver Ad Materials to Comcast by the respective deadline set by the relevant Comcast market, Comcast will use reasonable efforts to distribute Ads despite late delivery, but shall not be liable for the failure to distribute Ads. Notwithstanding the foregoing, if Advertiser delivers Ad Materials late, Comcast may bill Advertiser for the media purchased

pursuant to the IO. (b) Notwithstanding anything in this Contract to the contrary, Ad Materials provided by Advertiser are subject to Comcast approval and network/carrier restrictions and guidelines, including standards and practices and consumer protection statutes. Comcast retains a continuing right to reject or withdraw Ad Materials submitted by Advertiser, including but not limited to, the right to reject or withdraw for unsatisfactory technical quality, objectionable or unlawful content, incorrect price or other incorrect or inaccurate information, or in the case of interactive platform Ads, for unlawful collection or use of personally identifiable information ("PII" as defined below) as determined by Comcast in its sole discretion. If any Ad or Ad Materials are deemed unsatisfactory hereunder, Comcast shall notify Advertiser, and unless Advertiser furnishes satisfactory material in a sufficient amount of time in advance of distribution as determined by Comcast, Comcast may bill Advertiser for the time reserved on the IO. (c) **Regarding Covered Sites**, if a third party Ad Server is specifically identified in an IO, Advertiser may serve Ads through such third party ad serving system, it being agreed and acknowledged that the traffic and impressions reporting provided by Comcast shall control with respect to Comcast's obligations under this Agreement. Comcast may discontinue display of Ads if the total number of impressions for such specified display period is reached prior to the end of the scheduled display stop date. A campaign is considered fully delivered if at least 95% of the impressions were run. If there is a shortfall in delivery of impressions of more than 5% at the end of any specified period, Comcast will provide, as Advertiser's sole remedy, "make good" impressions through comparable placements, to be delivered no later than 60 days following the applicable scheduled display stop date. (d) Advertiser acknowledges that other content, tools or information provided by Comcast or third parties may appear on the screen over the Ad or Ad Materials, including, without limitation, (i) navigational content appearing during processes such as program selection, ordering and playback, (ii) Emergency Alert System information that the Systems are obligated by law to display, and (iii) any content, tools or information that a

publisher or viewer could cause to be displayed on the television screen through interactive media or otherwise. Comcast and Comcast Affiliates may copy and store the Ad during the distribution thereof as Comcast deems appropriate to optimize the performance of Comcast content distribution on the Systems.

5. RATES AND CHARGES

(a) Comcast reserves the right to increase rates at any time without prior notice, but no such increases shall be applied to distributions under a current IO unless otherwise provided on the IO. (b) Advertiser may contract for distribution of Ads of various lengths subject to Comcast's rate card and only with prior Comcast approval. (c) Spot Cable Ads contracted for distribution on an interconnect basis will be billed after such Ads have been distributed to 90% of the subscribers within the applicable interconnect capable of receiving the applicable schedule in standard definition. Ads distributed on other platforms will be billed no later than the end of the month following the month in which such distribution occurs, regardless of whether or not the applicable campaign has completed. To the extent that incremental costs become due with respect to text message Ads sold at a flat or package rate (prepaid), such incremental charges will be billed during the month in which such costs are due. (d) Advertiser will pay all non-recoverable out-of pocket costs expenses incurred in connection with any Ads, promotion, contest, sweepstakes or other service provided to Advertiser by Comcast or Comcast Affiliates. (e) Comcast may invoice Ads distributed on interactive platforms based on performance data ("Data") provided by a third party, as specified in the IO. Comcast specifically disclaims and makes no representations or warranties of any kind, express or implied regarding the Data.

6. FORCE MAJEURE

(a) If Comcast fails to distribute Cable Spot or VOD Ad(s) as specified on an IO, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, mechanical or electronic breakdowns, or any reason other than Advertiser's failure to deliver Ad Materials by respective deadline ("Force Majeure Event"), Comcast shall, in its sole discretion, offer Advertiser (i) comparable commercial announcement time on a substitute basis, or (ii) a reduction in the time charges equal

to the amount of money proportionally assignable to such Ads not distributed. (b) If Comcast fails to distribute Ads on Covered Sites as specified on an IO, due a Force Majeure Event, Comcast shall, in its sole discretion, offer Advertiser a pro rata reduction in the space, time and/or program charges hereunder in the amount of money assigned to the space, time and/or program charges at time of purchase.

7. INTERACTIVE PLATFORMS

In connection with customers and potential customers obtained by means of Ads on interactive platforms, Advertiser will (a) use the contact information provided by Comcast's customers solely for the purposes of providing such customers with communications they have specifically opted-in to receive, provided, that when a customer is given the option to opt-in, Advertiser shall (i) clearly inform the customer regarding the uses to which such contact information shall be made and (ii) make reasonably available to such customer the privacy policies to which such information shall be subject; (b) not disclose, sell or share any personally-identifiable customer information to any third party; (c) be solely responsible to respond to all customer inquiries promptly and efficiently; (d) comply at all times with Comcast and Advertiser's customer contact guidelines, if any; (e) ensure that any customer who requests a "do not call" or equivalent listing is immediately removed from all call lists and follow-ups; (f) cease all contact with any customer immediately upon request from such customer or Comcast; (g) transmit all contact data securely and keep all contact data in a secure environment and otherwise be respectful and protective of customer privacy in all respects; (h) not contact customers utilizing an autodialer or similar technology or a prerecorded message, and (i) comply with all other applicable carrier, network and Comcast guidelines. In addition, communications made by Advertiser to Comcast's customers in accordance herewith (A) shall only promote the products and services of Advertiser that customer has expressly requested to be sent such communications and (B) shall not include any advertisement, sponsorship or promotion of or by any party other than Advertiser. Further, any communications between Advertiser and customers or potential customers are subject to the reasonable approval of Comcast. Nothing

in the foregoing shall prevent Advertiser from creating lists of, or to market to customers who have independently contacted Advertiser regardless of whether they had previously used any of Comcast's interactive platforms.

8. INDEMNIFICATION

(a) Advertiser shall indemnify, defend and hold Comcast and Comcast Affiliates harmless from and against any and all claims, suits, actions, damages, liabilities, judgments, losses, assessments, interest charges, penalties, costs and expenses (including, attorney's fees and disbursements) arising out of or relating to (i) the creation or production of Ads provided and/or authorized by Advertiser; (ii) the distribution of the Ads and the products and services they advertise, (iii) the Ad Materials provided by Advertiser, and (iv) any breach by Advertiser of this Contract or any of Advertiser's representations or warranties hereunder. Where Ad Representative contracts for Ads on behalf of Advertiser, Advertiser and Ad Representative shall be jointly and severally liable for all indemnification obligations in favor of Comcast. The foregoing representations, warranties and indemnities shall survive the completion, cancellation, or termination of this Contract. (b) Notwithstanding anything in this Contract to the contrary, the sole remedies available to Advertiser for a breach of this Contract, for any claims arising out of the negotiation or performance of this Contract or out of the distribution of the Ads provided by Advertiser shall be (i) substitute distribution of Ads or program material; or (ii) a refund of amounts paid by Advertiser for the unfulfilled portion of this Contract, in the sole discretion of Comcast.

IN NO EVENT SHALL COMCAST OR COMCAST AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, GOOD WILL, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS CONTRACT OR BE SUBJECT TO EQUITABLE REMEDIES OR INJUNCTIVE RELIEF.

9. WARRANTIES

(a) Advertiser represents and warrants that (i) Advertiser has the right to enter into this Contract or Ad Representative has the power and all authorizations necessary to

conclude this Contract for and on behalf of the Advertiser; (ii) Advertiser has all necessary licenses and clearances to use the content contained in Ads and Ads do not violate any federal, state or local law, statute, or regulation; (iii) Ads are not defamatory, libelous, pornographic, obscene or otherwise unlawful; (iv) Advertiser has the sole right, title, and interest, or that Advertiser has full legal authority, to make use of any names, logos and trademarks appearing in the Ads; (v) Advertiser has a reasonable basis for all claims made within the Ads, possesses appropriate documentation to substantiate such claims and shall fulfill all commitments made in its Ads, and that all product information it provides is truthful, accurate, and complete, and is not misleading in any way; (vi) any collection or use of data arising from the advertisement is done in compliance with Advertiser's privacy policy and applicable law; (vii) all Ads comply with applicable network, carrier and Comcast guidelines; (viii) Advertiser shall not use Comcast's short code or keywords except as permitted by Comcast in connection with the applicable IO; (ix) all Ads are free of viruses, bombs, bots and other computer code or routines that may damage or expropriate any Comcast data or system; (x) neither Advertiser nor Ad Representative shall use or retain any data collected through the Covered Sites except as necessary for delivery (for clarification, the foregoing precludes, among other things, Advertiser from re-targeting or remarketing covered site users on other websites); and (xi) Advertiser shall not use the Ads to place any Flash local shared objects or other types of client-side storage on the computer of a covered site user, except for HTTP cookies, and in compliance with applicable law. (b) Comcast and Comcast Affiliates hereby disclaim any and all warranties, including, without limitation, any warranties of merchantability, fitness for a particular purpose, or other warranties arising by usage of trade, course of dealings, or course of performance. Without limiting the foregoing, Comcast specifically disclaims any warranties relating to the effectiveness of any Ads distributed pursuant to this Contract and do not guarantee any financial benefits to Advertiser by virtue of distributing Advertiser's Ads. Comcast does not warrant or guarantee customer response rates or the ability to convert responses

into sales. Comcast does not warrant or guarantee the profile or demographics of a respondent.

10. CONFIDENTIAL INFORMATION

Comcast and Advertiser each agree to take commercially reasonable steps to protect all "Confidential or Proprietary Information" provided by one party to the other or obtained in the performance of this Contract, and not to publish or disclose the other party's Confidential or Proprietary Information to any third party without the other's written permission. Advertiser will identify its Confidential or Proprietary Information in writing to Comcast within 14 days of disclosure. Comcast's Confidential or Proprietary Information shall include all information that Advertiser should reasonably understand because of legends or other markings, the circumstances of disclosure, or the information itself, to be proprietary and confidential to the disclosing party regardless of whether such information is marked "Confidential." Comcast and Advertiser both agree to use the Confidential and Proprietary Information solely for the purposes of performance under this Contract and shall confine the knowledge of such Confidential or Proprietary Information only to its employees, agencies and other representatives requiring such knowledge and use in the ordinary course and scope of their jobs. However, the receiving party may use or disclose information that is or becomes publicly available through no act of the receiving party, is already lawfully in its possession, is required to be disclosed by law, is independently developed by it, or is lawfully obtained from third parties. Advertiser shall not issue any press releases relating to this Contract. Comcast's rates, personally identifiable information ("PII") of Comcast's subscribers and all VOD enabled subscriber numbers or amounts, and all response rates and other patterns of customer behavior associated with interactive Ads constitute "Confidential or Proprietary Information" pursuant to this paragraph. To the extent Advertiser receives PII from or about Comcast's subscribers, respondents to interactive functionality in Ads, VOD users or the numbers of VOD enabled subscribers through the performance of its obligations under this Contract, Advertiser will use such information solely for purposes of responding to or fulfilling the specific customer-initiated transaction (i.e.,

customer request for information) through which such information was obtained. As between Comcast and the Advertiser, all PII and VOD enabled subscriber numbers are and shall remain the exclusive property of Comcast and Advertiser shall not acquire any right, title or interest therein. Advertiser shall not retain, use, or disclose such PII, VOD enabled subscriber numbers, or confidential information for any other purpose unless it receives the customer's separate prior written or electronic consent to do so. Advertiser agrees to display its privacy policy in a readily accessible and conspicuous location and to take reasonable steps to enable customers to access Advertiser's privacy policy. Advertiser agrees to comply with all applicable privacy laws.

11. GENERAL; DISCLAIMERS

(a) Comcast's obligations hereunder are subject to all Laws and applicable network and carrier guidelines, now enforced or hereafter enacted. (b) This Contract, including the rights under it, may not be resold, assigned or transferred by Advertiser without first obtaining the written consent of Comcast; nor may Comcast be required to distribute the Ads hereunder for the benefit of any advertiser other than the party named on the IO. Any resale, assignment or transfer prohibited hereunder shall be null and void. Comcast may freely assign its rights in this Contract. Failure of Comcast or Advertiser to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision. (c) Comcast shall exercise normal precautions in handling property and mail, but assumes no liability for loss or damage to Ad Materials and other property furnished by Advertiser or Ad Representative hereunder. Comcast will not accept or process mail, correspondence, or telephone calls in connection with distribution of Ads hereunder, except as expressly provided under any fulfillment services contract or attachment signed by the parties. (d) All production materials provided by Comcast and used in program and Ads are and remain the exclusive property of Comcast unless specifically noted on the IO or in a

contract for production services between Comcast and Advertiser. (e) Comcast shall only recognize agency commissions that conform to industry standards and practices, and shall have no obligation to pay such commissions. (f) Audience estimates provided are prorated market-level impressions, adjusted based on each network's ad-insertable households by Syscode. Syscode level Ad-Insertable Universe Estimates (AIUEs) for each network are based on quarterly Nielsen Universe Estimates, and adjusted by the percentage of total system subscribers capable of receiving advertisements. In cases where Nielsen does not provide Universe Estimates for the ad-delivery mechanism of a Multichannel Video Programming Distributor (MVPD), publicly disclosed subscriber counts will be used. In situations where High Definition and Standard Definition programming are simulcast, no further audience adjustments are made should simultaneous HD/SD ad-insertion be unavailable for a network on a given Syscode. The information provided will be periodically updated by Comcast. For more information please contact your Advertising Sales Executive. (g) Any ratings and impressions estimates provided by Comcast are based on data provided by a third party and are for informational purposes only. Comcast specifically disclaims and makes no representations and warranties of any kind, expressed or implied regarding ratings and impressions estimates. Comcast's spot and clearance information provided during a broadcast month is preliminary, and may vary from final affidavits. Advertiser will be billed and will be required to pay for Ads based on final affidavits. (h) This Contract contains the entire agreement between the parties relating to the subject matter hereof, and no change or modification of any of its provisions shall be effective unless made in writing and signed by both parties. Advertiser acknowledges and agrees that any entity that distributes an Ad sold by Comcast hereunder shall be a third party beneficiary of this Contract and entitled to enforce rights granted to Comcast hereunder directly against Advertiser. (i) This

Contract shall be interpreted, governed and construed in accordance with the laws of the State of New York without regard to its principles governing conflicts of law. Further, no action, regardless of form, arising out of or relating to the transactions under this Contract, may be brought by Advertiser more than 120 days after the occurrence giving rise to such action. (j) Nothing in this Contract shall constitute a partnership or joint venture between the parties or constitute either Advertiser or Comcast as agent of the other for any purpose whatever. (k) Advertiser agrees that Comcast may identify it as an advertiser of Comcast in client lists and other marketing materials. Any other uses of Advertiser's name or Advertiser's trademarks, service marks and/or logo by Comcast shall require Advertiser's prior written consent, provided that if Advertiser consents to Comcast's use of any materials pursuant to this Section, Comcast may reuse such materials in the same manner and for the same purpose without again seeking Advertiser's consent.

Accepted and Agreed

Advertiser: Regina Williams for
By: Peggy Williams ^{County} Executive
Name: Regina Williams
Title: Candidate
Date: 6/21/18