

Advertiser Terms and Conditions

The organization/corporation/individual (“Advertiser”) contracting for distribution via cablecast, VOD placement, and/or interactive platforms, including web sites and handheld wireless devices (collectively, “distribution”), of ads, sponsorship activation, program content and/or other content (collectively, “Ads”) described on (1) the Insertion Order attached hereto and (2) all subsequent Insertion Orders, and Comcast Spotlight, LLC and the cable service operating entities distributing such Ads (collectively, the “Company”), hereby agree to be bound by the following terms and conditions:

1. BILLING AND PAYMENTS.

(a) Company will bill Advertiser monthly or at the end of the distribution schedule, using the Standard Broadcast Month, unless otherwise provided on an Insertion Order or Advertising Contract (“Insertion Order”).

(b) Payment shall be made in advance of the distribution date unless credit arrangements acceptable to Company have previously been made in writing, in which event payment shall be made no later than 30 days after receipt by Advertiser of an invoice (and affidavit of performance if an affidavit is requested by Advertiser).

(c) Invoices shall contain information with regard to the product type, quantity, length, rate, network and any additional identification codes provided by Advertiser and reasonably acceptable to Company. Additional charges other than for distribution of Ads may be itemized on a separate invoice.

(d) Spot Cable Affidavits, when requested by Advertiser, shall state dates and times taken from the official log maintained by Company. When certified by Company, such excerpts from the official log shall be the affidavits of performance and act as proof of performance.

(e) Advertiser agrees to pay all amounts payable under this contract and is liable for payments to be made under this contract. The term “Contract” as used herein shall include these Terms and Conditions, the Insertion Order (including any subsequent Insertion orders submitted by Advertiser following initial account creation) and any content guidelines and other terms and conditions provided to Advertiser in writing, all of which shall together constitute one agreement. Where Advertiser is an advertising agency or media buying service acting within the scope of its agency, the person, firm or corporation that authorizes advertising agency to contract for the Ads covered by this Contract shall be liable for all such payments and fees in the event of default by the advertising agency. Under no circumstances shall Company be liable for an amount owed by Advertiser to an advertising agency acting for Advertiser and Advertiser agrees to

indemnify and hold Company harmless from any such claim made against Company by any such advertising agency. Company shall have the right to notify any of the foregoing parties of all liabilities under and terms of this Contract.

(f) Accounts not paid when due shall be considered delinquent and shall bear a service charge of the lesser of 1.5% per month or the highest interest rate permitted under applicable law on the unpaid balance from the due date. Advertiser shall reimburse Company for all amounts incurred in connection with collection activities, including, but not limited to, collection agency charges and costs, and attorney fees and costs.

2. TERMINATION.

(a) Company reserves the right to cancel or suspend one or more Insertion Orders of the distribution of the Ad or an agreement for continued distribution in its sole discretion. Company reserves the right to immediately cancel this Contract at any time upon notice, whether given orally or in writing, (i) upon default by Advertiser in the payment of bills, (ii) for any other material breach of the terms hereof, (iii) if Company determines that an Ad or Ad Material fails to meet Company, network or carrier content guidelines, (iv) if an Ad or Ad Material violates any federal, state or local law, rule or regulation (“Laws”) or (v) an Ad contains 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 linear distribution of Ads of 60 seconds or less duration upon 14 days’ prior written notice to Company, to be effective no earlier than 14 days after the commencement of distribution of Ads under this Contract. Advertiser may cancel the linear distribution of Ads of more than 60 seconds in duration upon 28 days’ prior written notice to Company, to be effective no earlier than 28 days after the first date of distribution under this Contract. Advertiser may cancel the distribution of Ads on VOD or an interactive platform upon 14 days’ prior written notice to Company, to be

effective no earlier than 14 days after the commencement of distribution under this Contract.

(c) If Advertiser cancels this Contract or an Insertion Order, all discounts shall be void and rates on the then current rate card will apply to any Ads distributed up to the date of cancellation. In addition Advertiser will pay all non-recoverable out-of pocket expenses incurred in connection with any Ads, promotion, contest, sweepstakes or other service provided to Advertiser by Company (or any of its affiliates). If Company 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 Company (or any of its affiliates), at Company’s sole discretion any related discounts for Ads shall be void and rates on the current rate card shall apply to all Ads to which such discount applied.

3. ADVERTISEMENTS

(a) Unless otherwise noted on the Insertion Order, Advertiser shall furnish all materials for Ads, including without limitation photographs, images and information (“Ad Material”) to Company in a format and in accordance with specifications required by Company. Advertiser shall be responsible, at its sole expense, for securing all rights, licenses, releases and consents required in connection with the production and distribution of the Ads and Ad Material, as well as providing all necessary information as may be required by applicable Laws and otherwise ensuring compliance with Laws. Company reserves the right to reject or edit any such materials. Advertiser shall pay all expenses incurred in connection with the delivery of Ads and/or Ad Material to Company, and with the return to Advertiser, if such return is directed on the Insertion Order or is otherwise requested by Advertiser.

(b) Advertiser grants Company the right to digitize, cut, edit, alter, reformat, reclassify and modify the Ad Material as required for technical and practical

purposes and for creating the Ads, if applicable.

(c) For spot cable Ads, Advertiser shall deliver materials for Ads and scheduling instructions to Company at least 48 hours in advance of the scheduled distribution date. If such materials and instructions do not arrive at Company at least 48 hours before the distribution date, Company will use reasonable efforts to distribute Ads received from Advertiser despite late delivery, but shall not be liable for the failure to distribute Ads due to late delivery by Advertiser. Notwithstanding the foregoing, if such Ads and instructions do not arrive at Company at least 48 hours before the distribution date, Company may bill Advertiser for the time reserved on the Insertion Order.

(d) Regarding distribution via VOD Advertiser, at its own expense, shall deliver the Ads to Company in compliance with generally accepted standards of good practice and according to the parameters specified in Company's Video On Demand Content Specification, including all applicable digitally encoded non-video meta data attributes or other parameters selected by Company via a method selected by Company. The Ads shall be delivered in accordance with specific market timelines and at least 35 days in advance of distribution. If the Ad or Ad Material does not arrive at Company 35 days before the distribution date the Ads may not be distributed as scheduled and Company may terminate this Contract. Notwithstanding the foregoing, if such Ads and instructions do not arrive at Company in accordance with specific market timelines, Company may elect to adjust the start dates and end dates of the schedule in its sole discretion.

(e) Regarding text message Ads, Advertiser shall deliver Ad Materials in compliance with generally accepted standards of good practice and according to the parameters specified in Company's Text Message Content Specification, including all applicable carrier requirements or other parameters selected by Company via a method selected by Company. The Ad Materials shall be delivered in accordance with specific market timelines and at least 48 hours in advance of the scheduled distribution date. If such Ad Materials and instructions do not arrive at Company at least 48 hours before the distribution date, Company will use reasonable efforts to distribute Ads received from Advertiser despite late delivery, but shall not be liable for the failure to distribute Ads due to late

delivery by Advertiser. Notwithstanding the foregoing, if such Ads and instructions do not arrive at Company at least 48 hours before the distribution date, Company may bill Advertiser for the time reserved on the Insertion Order or the minimum number of text messages, if applicable.

(f) Notwithstanding anything in this Contract to the contrary, Ads provided by Advertiser are subject to Company approval, Network Restrictions and carrier guidelines. Company retains a continuing right to reject or withdraw any Ad Material 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 advertisements for unlawful collection or use of personally identifiable information ("PII" as defined below) as determined by Company in its sole discretion. If any Ad is deemed unsatisfactory hereunder, Company shall notify Advertiser, and unless Advertiser furnishes satisfactory material in a sufficient amount of time in advance of distribution as determined by Company, Company may bill Advertiser for the time reserved on the Insertion Order.

(g) Regarding distribution via VOD, Advertiser acknowledges that other content, tools or information provided by Company or third parties may appear on the screen over the Ad or Ad Material, 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 viewers could cause to be displayed on the television screen through interactive media or otherwise. Company shall have the right to edit, digitize, copy, cut, modify, and/or compress any Ad and to transmit such Ad in its edited, digitized modified, or compressed form for distribution. Company, its affiliates or agents may copy and store the Ad during the distribution term as Company deems appropriate to optimize the performance of VOD distribution on the Systems. In no event shall any Ads remain on a VOD Server longer than 90 days without Company's consent.

4. RATES AND CHARGES.

(a) Company reserves the right to increase rates at any time without prior notice, but no such increases shall be

applied to distributions under an Insertion Order unless otherwise provided on the Insertion Order.

(b) Advertiser may contract for distribution of Ads of various lengths subject to Company's rate card and only with prior Company approval.

(c) Spot cable advertisements will be billed at a 90% threshold. Ads distributed on other platforms will be billed as part of a package. To the extent that incremental charges become due with respect to text message Ads sold at a flat or package rate (prepaid), such incremental charges will be billed at actual, monthly cost.

5. FAILURE TO DISTRIBUTE. If Company fails to distribute any Ad as specified on an Insertion Order, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, mechanical or electronic breakdowns, or for any other reason, Company shall, in its sole discretion, offer Advertiser (a) comparable commercial announcement time on a substitute basis, or (b) a reduction in the time charges equal to the amount of money proportionally assignable to such Ads not distributed.

6. ADVERTISING ON 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 Company'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) respond to all customer inquiries promptly and efficiently; (d) comply at all times with 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 Company; (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; and (h) comply with all other applicable carrier, network and

Company guidelines. In addition, communications made by Advertiser to Company's customers in accordance herewith (A) shall only promote the products and services of Advertiser that are promoted by Advertiser on Company's interactive platforms at the time of such communication unless customer expressly consents to receive other 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 the customers or potential customers are subject to the reasonable approval of Company. 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 Company's interactive platforms.

**7. INDEMNIFICATION;
LIMITATION OF LIABILITY.**

(a) Advertiser shall indemnify, defend and hold Company and its parent, subsidiaries, affiliate companies, agencies and service providers and their respective directors, officers, employees and representatives, 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 Material provided by Advertiser, and (iv) any breach by Advertiser of this Contract or any of Advertiser's representations or warranties hereunder. Where Advertiser is an advertising agency, such advertising agency and the person, firm or corporation that authorizes such advertising agency to contract for the Ads covered by this Contract shall be jointly and severally liable for all indemnification obligations in favor of Company hereunder. 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 other 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 NO EVENT SHALL COMPANY 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.

8. WARRANTIES.

(a) Advertiser represents and warrants that (i) Advertiser has the right to enter into this Contract and that where Advertiser is an advertising agency or media buyer, that Advertiser has the power and all authorizations necessary to conclude this Contract for and on behalf of the Advertiser; (ii) no part of the Ad Material provided by Advertiser shall infringe the copyright, ownership or authorship of any third part, or the right of publicity or privacy or other personal right of any third party; (iii) all Ads shall be free and clear for distribution without further payment of copyright or other fees or obtaining any consents or approvals; (iv) that the Ads are not defamatory, libelous, pornographic, obscene or otherwise unlawful; (v) Advertiser has the sole right, title, and interest, or that Advertiser has written permission, to make use of the name, logos and trademarks of the entity under which Advertiser advertises and does business; (vi) 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 campaigns, and that all product information it provides is truthful, accurate, and complete, and is not misleading in any way; (vii) any collection or use of data arising from the advertisement is done in compliance with Advertiser's privacy policy; (viii) all Ads comply with all Laws and all applicable network, carrier and Company guidelines; and (ix) Advertiser shall not use Company's short code or keywords except as permitted by Company in connection with the applicable Insertion Order.

(b) Company hereby disclaims 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, Company specifically disclaims any warranties relating to the effectiveness of any Ads distributed pursuant to this Contract and does not guarantee any financial benefits to Advertiser by virtue of distributing Advertiser's Ads. Company does not warrant or guarantee customer response rates or the ability to convert responses into sales. Company does not warrant or guarantee the profile or demographics of a respondent.

9. CONFIDENTIAL INFORMATION.

Company and Advertiser each agree 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. Company and Advertiser agree to take commercially reasonable steps to protect the other party's Confidential or Proprietary Information, which steps shall include no less than the degree and level of care with which it protects its own proprietary information. Advertiser will identify its Confidential or Proprietary Information in writing to Company within 14 days of disclosure, unless the material is identified as confidential or proprietary when delivered. Company's Confidential or Proprietary Information shall include all information that should reasonably have been understood by Advertiser 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." Each of Company and Advertiser agree to use the Confidential or 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.

Company's rates, personally identifiable information ("PII") of Company's subscribers and all VOD Enabled Subscriber numbers or amounts, and all response rates and other patterns of customer behavior associated with interactive advertisements constitute "Confidential or Proprietary Information" pursuant to this paragraph. As used herein, PII shall mean any personally identifiable subscriber data including, without limitation, names, addresses, telephone numbers (including any telephone number assigned to a mobile or wireless handheld device), social security numbers, PIN numbers, credit card or bank account numbers, email addresses and billing addresses. To the extent Advertiser receives PII from or about Company'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 Company and the Advertiser, all PII and VOD Enabled Subscriber numbers are and shall remain the exclusive property of Company or carrier and Advertiser does not have and will not acquire any right, title or interest therein. Advertiser will not retain or use such PII. VOD Enabled Subscriber numbers or Company confidential information for any other purpose unless it receives the customer's separate prior written or electronic consent to do so. Advertiser will not disclose such information to any third party without the customer's separate prior written or electronic consent. 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.

10. General.

(a) Company's obligations hereunder are subject to all Laws now enforced or which may be enforced in the future, and applicable network and carrier guidelines, now enforced or which may be enacted in the future.

(b) This Contract, including the rights under it, may not be resold, assigned or transferred by Advertiser without first obtaining the written consent of Company; nor may Company be required to distribute the Ads hereunder

for the benefit of any advertiser other than the party named on the Insertion Order. Any resale, assignment or transfer prohibited hereunder shall be null and void. Failure of Company 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) Company shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to Ad Material and other property furnished by Advertiser hereunder. Company 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 Company and used in program and Ads are and remain the exclusive property of Company unless specifically noted on the Insertion Order or in a contract for production services between Company and Advertiser.

(e) Company shall only recognize agency commissions that conform to industry standards and practices.

(f) The number of cable homes receiving advertisements on any network is an estimate and may vary by geographic areas and other factors. Any statement of

(i) the number of cable homes receiving an advertisement or (ii) cable audience estimates are based on NCC methodology that adjusts internal carriage/insertion subscriber counts by the Nielsen full footprint Interconnect UE estimate or network specific Interconnect UEs Subscriber counts are not included in the universe estimate calculation. Estimates may contain impressions outside the home DMA. Nielsen Universe Estimates are based on a rolling average of the prior 4 major sweep periods (Feb., May, July, Nov.) of diary sample in Telephone Frame set-meter and Diary-only markets, and of meter sample in LPM and Area Probability set-meter markets (when available). The number of Subscribers capable of accessing the Ads on VOD or an interactive platform is an estimate and may vary by the number of subscribers actually subscribing to digital cable or enabled to use the applicable interactive platform, and other factors. **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. The information provided will be periodically updated by Company. For more information please contact your Advertising Sales Executive.

(g) 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. These Terms and Conditions apply to all Insertion Orders entered into by Advertiser.

(h) 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. All disputes, controversies or claims that relate in any way to this Contract will be resolved by arbitration in New York, New York, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award by the arbitrators shall be final, and may be enforced in any court having jurisdiction. 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.

(i) Nothing in this Contract shall constitute a partnership or joint venture between the parties or constitute either Advertiser or Company as agent of the other for any purpose whatever.

(j) Advertiser agrees that Company may identify it as an advertiser of Company in client lists and other marketing materials. Any other uses of Advertiser's name or Advertiser's trademarks, service marks and/or logo by Company shall require Advertiser's prior written consent, provided that if Advertiser consents to Company's use of any materials pursuant to this Section, Company may reuse such materials in the same manner and for the same purpose without again seeking Advertiser's consent.

Accepted and Agreed:

Advertiser: _____

By: _____

Name: _____

Title: _____

Date: _____

STANDARD TERMS AND CONDITIONS FOR INTERNET ADVERTISING

The following are the terms and conditions (the “**Terms and Conditions**”) on which Comcast Spotlight, LLC (“**Comcast**”) will deliver advertisements (“**Ad(s)**”) on one or more websites that Comcast or any of its Affiliates (as defined below) owns, operates, hosts, or distributes ads on (each, a “**Covered Site**”) pursuant to one or more insertion orders (each, an “**IO**”) that the parties may negotiate from time-to-time. As used herein, the term “**Agreement**” shall mean these Terms and Conditions, together with any IO, and “**Affiliates**” shall mean entity that directly or indirectly controls, is controlled by, or is under common control with such party.

1. INSERTION ORDER(S)

(a) Each IO shall specify: (i) the name of the advertiser on whose behalf Ad(s) 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 (an “**Ad Representative**”), the relationship between the Advertiser and such Ad Representative; (iii) the type(s) and amount(s) of inventory to be delivered (the “**Deliverables**”); (iv) the price(s) for such Deliverables; (v) the maximum amount of money to be spent pursuant to the IO (if any); (vi) the campaign start and end dates, (vii) the name(s) of the Covered Site(s) on which such Ads will appear; and (viii) the identity of any third party ad server (“**3rd Party Ad Server**”), if applicable. 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 or Ad Representative (if any), the display of the first Ad impression by Comcast (unless otherwise specified in the IO). The Advertiser or Ad Representative executing the IO shall be referred to herein as the “**Advertising Party**”.

2. AD PLACEMENT; POSITIONING; MAKEGOODS.

(a) Positioning of the Ads on any Covered Site is at the sole discretion of Comcast, except as otherwise provided in an IO.

(b) Advertising Party shall submit all Ads in accordance with the technical specifications provided by Comcast and by the stated deadline for creative submissions.

(c) If a 3rd Party Ad Server is specifically identified in an IO, Advertising Party may serve Ads through such third party ad serving system, it being agreed and acknowledged that the traffic and impressions reporting provided by Comcast (and not that of such 3rd Party Ad Server) shall control with respect to Comcast’s obligations under this Agreement.

(d) 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. If there is a shortfall in delivery of impressions at the end of any specified period, Comcast will provide, as Advertiser’s and Ad Representative’s (if any) sole remedy, “make good” impressions through comparable placements, to be delivered no later than 60 days following the applicable scheduled display stop date.

3. PAYMENT AND PAYMENT LIABILITY. The initial invoice will be sent (either via e-mail or standard mail, in Comcast’s discretion) upon completion of the first month’s delivery or within 30 days of completion of

the IO, whichever is earlier. The Advertising Party will make payment (without offset or deduction) 30 days of the invoice date, or as otherwise stated in the IO, and the Advertiser and Ad Representative (if any) agree to pay all amounts payable under this Agreement. Amounts not timely paid as required by this Agreement will 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 of the failure by the Advertising Party to make any such payments, Advertiser and the Ad Representative (if any) will be jointly and severally responsible for all reasonable expenses (including legal fees and other costs) incurred by Comcast in collecting such amounts. Advertiser and the Ad Representative (if any) agree that they are jointly and severally liable for all amounts due under this Agreement.

4. RIGHT TO REJECT ADS; TERMINATION.

(a) All Ad(s), including the contents thereof are subject to Comcast’s approval. Comcast reserves the right to reject or cancel any Ad or IO at any time, for any reason whatsoever.

(b) In addition, either party may terminate an IO at any time if the other party is in material breach of its obligations hereunder that is not cured within 10 days after written notice thereof from the nonbreaching party, except as otherwise stated in this Agreement with regard to specific breaches.

5. FORCE MAJEURE. Excluding payment obligations, neither party will be liable for delay or default in the performance of its obligations under this Agreement if such delay or default is caused by conditions beyond its reasonable control, including but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, or labor disputes. In the event that Comcast suffers such a delay or default, the Advertiser’s and Ad Representative’s (if any) sole remedy shall be 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.

6. AD MATERIALS. It is the Advertising Party’s obligation to submit artwork, copy, or active URLs (“**Ad Materials**”) in accordance with Comcast’s then existing advertising criteria, specifications and policies (as the same may be updated by Comcast from time-to-time). If Ad Materials are late, Advertiser is still responsible for the media purchased pursuant to IO.

7. INDEMNIFICATION. Advertiser and Ad Representative (if any) agree, jointly and severally, to

defend, indemnify and hold harmless Comcast, its Affiliates and their respective directors, officers, employees and agents from any and all liabilities, damages, awards, settlements, losses, claims and expenses, including reasonable attorneys' fees and costs of investigation incurred as a result of a claim, judgment or proceeding by any third party relating to or arising out of (i) any actual or alleged breach by the Advertiser or Ad Representative (if any) of any representation, warranty or other covenant in this Agreement, (ii) the content or subject matter of any Ad or Ad Materials, including but not limited to allegations that such content or subject matter violate any rights of a third party, are defamatory or obscene, or violate any law, regulations or other judicial or administrative action or (iii) the content of any third-party website (including that of Advertiser) to which the Ad Materials link (directly or indirectly).

8. LIMITATION OF LIABILITY. Excluding the Advertiser's and Ad Representative's (if any) obligations under Section 7 or damages that result from a breach of Section 9, in no event will either party be liable for any consequential, indirect, incidental, punitive, special or exemplary damages whatsoever, including without limitation, damages for loss of profits, business interruption, loss of information and the like, incurred by the other party arising out of this Agreement, even if such party has been advised of the possibility of such damages.

9. NON-DISCLOSURE, DATA OWNERSHIP, PRIVACY AND LAWS.

(a) As used herein, "**Confidential Information**" shall mean information provided by one party, which under the circumstances surrounding the disclosure would be reasonably deemed confidential or proprietary, and which shall include the existence of any IO and terms thereof. Confidential Information shall not be released by the receiving party to anyone except an employee, or agent who has a need to know same, and who is bound by confidentiality obligations. Neither party will use any portion of Confidential Information provided by the other party hereunder for any purpose other than those provided for under this Agreement.

(b) For purposes of this Section, the Advertiser and Ad Representative (if any) shall be considered one party. Notwithstanding anything contained herein to the contrary, the term "Confidential Information" shall not include information which: (i) was previously known to a party; (ii) was or becomes generally available to the public through no fault of the receiving party ("**Recipient**"); (iii) was rightfully in Recipient's possession free of any obligation of confidence at, or subsequent to, the time it was communicated to Recipient by the disclosing party ("**Discloser**"); (iv) was developed by employees or agents of Recipient independently of and without reference to any information communicated to Recipient by Discloser; or (v) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. Notwithstanding the foregoing, either party may disclose Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law or the rules of any

applicable securities exchange or as necessary to establish the rights of either party under this Agreement; provided, however, that Recipient give the Discloser reasonable notice to permit Discloser the opportunity to seek any other legal remedies to maintain the confidentiality of such Confidential Information.

(c) All personally identifiable information provided by individual web users shall be considered Comcast's Confidential Information and neither the Advertiser and Ad Representative (if any) shall have any right to acquire or use such information.

10. REPRESENTATIONS AND WARRANTIES.

The Advertising Party represents and warrants that (a) it has the authority as agent to Advertiser to bind Advertiser to these Terms and Conditions and each IO; (b)

Advertiser has all necessary licenses and clearances to use the content contained in their Ads and Ad Materials, and all Ad Materials do not violate any federal or state law, statute or regulation; and (c) all Ad Materials are free of viruses, bombs, bots and/or other computer programming routines that may damage or expropriate any Comcast data.

11. MISCELLANEOUS.

(a) Neither the Advertiser or Ad Representative (if any) may resell, assign or transfer any of its rights or obligations hereunder, and any attempt to resell, assign or transfer such rights or obligations without Comcast's prior written approval will be null and void. All terms and provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors and assigns.

(b) This Agreement constitutes the entire agreement of the parties with respect to the subject matter and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to the subject matter of the IO. The IO may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same document.

(c) In the event of any inconsistency between the terms of an IO and these Terms and Conditions, the terms of the IO shall prevail. This Agreement (including all IOs) shall be governed by the laws of the Commonwealth of Pennsylvania, without reference to the choice of law principles thereof. No modification of these Terms and Conditions or any IO shall be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions shall remain in full force and effect. All rights and remedies hereunder are cumulative.

(d) Any notice required to be delivered hereunder shall be delivered 3 days after deposit in U.S. mail, return receipt requested, 1 business day if sent by overnight courier service. All notices to Comcast and the Advertising Party shall be sent to the contact as noted in the IO with a copy to the General Counsel. All notices to Advertiser shall be sent to the address specified on the IO.

(e) Sections 3 and 7-11 shall survive termination or expiration of this Agreement.

I acknowledge (1) that I am the Agent for Advertiser, (2) that I have full authority to sign for and bind the Advertiser to this Insertion Order and, (3) on behalf of myself and the Advertiser, I have read and agree to all of the terms and conditions, which are incorporated by reference herein, that govern this Insertion Order.