

INSERTION ORDER STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions ("Terms"), together with the Insertion Order ("IO") annexed hereto, comprise the agreement (the "Agreement") between Advertiser and Agency (as set forth in the IO) on the one hand, and Representative (as set forth in the IO) and Company (as defined below) on the other. In the event of a conflict between the Terms and the IO, the Terms will prevail with respect to such conflict.

1. In the event that Representative does not require prepayment, Representative shall invoice Advertiser or Agency. All payments must be received within thirty (30) days of Agency's or Advertiser's receipt of invoice. Interest shall be assessed on late payments at the rate of 1.5% per month or the highest amount allowed by law, whichever is greater. All payments shall be sent to Representative at the address indicated herein or on invoices. All of Advertiser's payments hereunder shall be exclusive of any applicable sales, use or similar taxes for which Advertiser is obligated to pay. Timely payment is of the essence of this Agreement. If Representative fails to receive timely payment or if Advertiser's or Agency's credit is, in Representative's reasonable opinion, impaired, Representative, in its sole discretion, may cancel this Agreement or require Agency to execute a separate Letter of Liability. Advertiser shall pay Representative's and Company's expenses, including, but not limited to, reasonable attorney's fees, collection costs and disbursements in connection with any delinquency in Advertiser's payment obligations.
2. "Company" shall be defined as the broadcast television or radio station, cable, satellite or other programming service (including without limitation, basic, pay, on-demand and pay-per-view) or Internet programming service, including without limitation, all internet streaming, downloadable, mobile or other online on-demand programming and/or application service or cable or other system on whose behalf Representative sells time for commercial or other advertising. It is the intent of the parties hereto that Company is a third party beneficiary of all provisions of this Agreement and neither Agency nor Advertiser shall assert any claim, crossclaim or counterclaim against Company in the event it participates in an action brought by Representative or in an action brought by Company against Agency and/or Advertiser.
3. All advertising ("Ads") purchased by Agency and Advertiser may run on any of the programming service platforms set forth in Section 2 above, in accordance with the relevant IO. All programming for which Ads are specifically purchased and the scheduling thereof is subject to change. In the event Advertiser has contracted for the insertion of Ads for or in connection with a specific program and such program is cancelled and never shown, such advertising shall be shown on comparable replacement programming (or online placement in connection with a similar program, as the case may be) to be mutually agreed upon by the parties. Representative or Company shall have the right to omit Advertiser's Ads at any time in its sole discretion, in which event, this Agreement shall be automatically extended until all advertising insertions have been made, except if such omissions are due to Agency's or Advertiser's failure to provide Ads that comply with any specifications in an IO, in which case no such extension shall be provided. Notwithstanding any provision contained in the Agreement to the contrary, in the event that Representative or Company fails to insert any Ads on the program service or show contracted for, at the scheduled time and date as set forth in the accompanying IO (or inserts the Ads at different time and/or date as set forth in the IO), Company and/or Representative's sole liability, and Advertiser and/or Agency's sole recourse, shall be for the insertion of the Ads at another time or a media credit, as determined by Company and/or Representative, in its reasonable discretion.

4. Agency and Advertiser agree to furnish to Representative and/or Company broadcast quality Ads in accordance with the terms contained herein. Agency and Advertiser will adhere to the following editorial guidelines with respect to the Ads it provides for placement or insertion: No Ads will (i) infringe the intellectual property rights of others (including but not limited to unauthorized copies, public performances or derivative versions of software, films, television programs, music, books, electronic games or other categories of protected works); (ii) induce, facilitate, promote or enable financial benefit from such infringement (e.g. P2P/BitTorrent/MP3 tracking and indexing sites, "linking" or "leeching" sites, ROMs, "warez", emulators, hacks, "phreaks," "cracks," or ripping software for illegally circumventing DRM or other copy protection devices); (iii) promote or facilitate illegal activities, deceptive practices or violations of the privacy rights of others; (iv) promote or facilitate activities generally regarded as Internet abuse, including but not limited to, the sending of unsolicited bulk electronic mail or the use or delivery of viruses, Spyware or other malware or (v) relate to violence, sex, profanity, racism, sexism, religion, gambling, pornography, abortion, or any other highly explosive subject matter or subject matter which reflects negatively on Company or its programming or content. All materials shall be delivered to Representative at least ten (10) business days prior to the date of the first insertion in order to permit Representative and/or Company to subject such material to its quality control procedures. All advertising matter and copy shall be subject to approval, revision or rejection by Representative and/or Company. The acceptance of advertising matter and copy at any time shall not serve as a waiver of Representative and/or Company's right to disapprove, reject, or revise such matter or copy in the future. Notwithstanding anything to the contrary, the parties agree that Agency and Advertiser acknowledge that Ads may be placed adjacent to certain content that includes or suggests violence, illegal activity, nudity, sexual content, tobacco or alcohol consumption, or similar content (i.e. The Walking Dead, Mad Men, etc.) and that no such placement adjacent to such programming or content will be considered a breach of this Agreement.
5. Advertiser shall have approval and consultation rights with respect to any deliverables set forth in the IO solely as, and to the extent, set forth in the IO. With respect to any such delivery for which Advertiser has an approval right, Company will endeavor to deliver each such deliverable in sufficient time to permit Advertiser to meaningfully to exercise its approval right. Advertiser will exercise its approval rights (if any and if applicable) in a reasonable and timely manner and without intent to frustrate the purposes of this Agreement or cause Company to incur unbudgeted costs. Nothing herein shall grant Advertiser any right of approval or consultation over any aspect of any programming not explicitly set forth in the IO.
6. Except as expressly set forth to the contrary in this Agreement or an IO, as between Advertiser and Company, Company shall own in perpetuity and throughout the universe all right, title and interest in and to any and all deliverables, other materials and programming attached or incorporated into, or otherwise in connection with, this Agreement, and all elements thereof that Company produces or has produced on its behalf, or licenses or has licensed on its behalf. For the avoidance of doubt, Advertiser shall not be entitled to any use of any deliverables, other materials, or any programming attached or incorporated into, or otherwise in connection with, the sponsorship set forth in this Agreement, or any element thereof, in any manner whatsoever, except as expressly set forth in the IO.
7. Each party hereto shall retain all right, title and interest in and to all of the information, content, data, designs, materials and all copyrights, trademark rights and other proprietary rights thereto, provided or licensed by it to the other party hereto pursuant to this Agreement. Except as expressly provided herein, no right or license with respect to any copyrights, trademark rights and other proprietary rights thereto, is granted under this Agreement. All rights not expressly granted

hereunder by a party are expressly reserved to such party for its sole use and disposition in its sole discretion throughout the universe, in perpetuity, in any and all languages, formats and media, whether now known or hereafter created, without obligation to the other parties hereto or any third party deriving rights therefrom.

8. Each party ("Owner") hereby grants to each other party ("Licensee") a non-exclusive, non-transferable, royalty-free license to use and reproduce the Owner's name, logos, service marks and trademarks ("Marks"), as such Marks may be altered by the Owner from time to time, solely to the extent that it may be necessary for the parties to perform their obligations under this Agreement. Each Licensee agrees that all use of the Owner's Marks shall be of high standard and of such style, appearance and quality as is consistent with the image of Owner's use of the Marks generally. All use of the Owner's Marks and the goodwill generated thereby shall inure to the benefit of the Owner. Each Licensee hereby acknowledges the Owner's rights and interests in the Owner's Marks and agrees not to claim any right, title or interest in or to such Marks or to at any time challenge or attack Owner's rights in or to such Marks for any reason whatsoever.
9. All data generated by Company in connection with an IO or provided by or on behalf of Company to Agency and Advertiser in connection with the performance of the IO shall be owned exclusively by Company, provided that, Advertiser may use any data provided to Advertiser for its internal purposes only. Notwithstanding the foregoing or any transaction entered into with a consumer as a result of Ads placed in connection with an IO, Agency and Advertiser will not use (or allow any third party to use) the status of an individual as a user of any Company properties (i.e. web sites, apps, etc.) as the basis for targeting communications to such individual without Company's prior written consent. By way of example, Agency and Advertiser may not develop a list of individuals who respond to Ads placed hereunder and the use an individual's status as a member of that list, either internally or externally, for the purpose of targeted communications to such individual.
10. Each party hereto hereby covenants, represents and warrants to the others that: (i) it has full power and authority to enter into this Agreement and perform all of its obligations hereunder, and that it will comply (and shall cause its employees, agents, representatives, contractors, designees and licensees to comply) with all applicable laws, regulations, orders, and ordinances in performing its obligations and/or enjoying its benefits hereunder; (ii) except as may be required by applicable law, it will not disclose to any party or utilize any confidential or proprietary information obtained hereunder (including the terms of this Agreement) regarding the other parties hereto or its products or services, including without limitation information regarding the other parties' programming, marketing, media, promotional and public relations plans, strategies and schedules; and (iii) any and all material provided and/or produced by it for (a) inclusion in the deliverables set forth in the IO, or (b) inclusion in any programming or any promotion thereof, will not violate or infringe upon any copyright, right of privacy, trademark, patent, trade name, performing right or any literary, dramatic, musical, artistic, personal, private, civil, contract or property right or any other right of any person, firm or corporation, or contain any libelous or slanderous material and may be used as set forth in this Agreement without further compensation or payment by any party hereto.
11. Agency and Advertiser warrant and represent that all necessary releases and consents have been obtained prior to the submission of Ads to Representative and Company and that no material submitted to Representative and/or Company by Agency or Advertiser will infringe any right of any person or entity (including without limitation, common law or statutory copyright, right of privacy, right of publicity, trademark or trade name), and that such material will contain no matter that is libelous, slanderous or in any other way objectionable, that constitutes or results in illegal competition or trade practices, that is erroneous or incorrect, or that may result in injury to any person or property. Representative and/or Company shall have the right to decline to telecast or otherwise place any material submitted by Agency or Advertiser or to require revisions therein

as a condition to telecast or place. Agency and Advertiser further warrant and represent that all advertising material supplied by either of them hereunder complies with all current and future Federal, State and local laws, rules and regulations.

12. Agency and Advertiser represent and warrant that there is no online gambling page or hyperlink on any website advertised hereunder. In the event Agency or Advertiser changes the website or becomes aware of a change that would alter this representation, Agency and Advertiser will notify Representative promptly. In the event of any such change, Representative shall have the right to discontinue the advertising immediately.
13. Agency and Advertiser represent and warrant that neither they nor any Ads that they submit will violate any applicable laws, rules or regulations or self-regulatory principles (including without limitation those related to privacy and data security).
14. Agency and Advertiser represent and warrant that the Ads will not contain or transmit any virus, Trojan horse, or any other malware or harmful or malicious code.
15. In the event this Agreement is entered into by Agency as the agent for Advertiser, Agency warrants and represents that it is the authorized agent for Advertiser and that it is fully authorized to enter into this Agreement on behalf of the Advertiser. Agency further agrees that it is making and shall perform this Agreement as agent for a disclosed principal. Agency waives notice of any default of Advertiser and agrees to be liable, jointly and severally, for any and all claims, debts, demands, or obligations owed to Representative and/or Company. For the sake of clarity, Agency and Advertiser agree that all obligations and liabilities of Advertiser and Agency hereunder shall be joint and several.
16. Advertiser and Agency shall defend (through counsel reasonably acceptable to Representative and Company), indemnify, and hold Representative, Company and all related parties (including, without limitation, the various systems on which the Ads appear) harmless from and against any and all claims, actions, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorney's fees and disbursements) arising out of the telecasting, exhibition and publication by Representative and/or Company, of any Ads provided by Agency or Advertiser hereunder, or out of the breach of any obligation, covenant, representation or warranty set forth herein. The provisions of this paragraph shall survive any termination of this Agreement.
17. Neither Representative nor Company shall be liable for any loss, damage, cost or expense in the event any Ad is not exhibited due to public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, secondary boycotts, acts of Gods, or for any other reason, including but not limited to mechanical breakdowns and technical malfunctions, cyber attacks or hacks, beyond the control of Representative or Company. Advertiser and Agency agree that neither Representative nor Company shall be responsible for any errors or omissions and this Agreement shall not be invalidated by any such errors or omissions. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR ANY LOST PROFITS. IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY FOR ANY CLAIMS EXCEED THE FEES PAID TO COMPANY UNDER THE APPLICABLE IO.

18. Company shall have the right to reject and remove any and all Ads provided hereunder that, in its opinion, does not meet Company's standards or policies which Company may determine in its sole and absolute discretion, is unlawful or is otherwise inappropriate (including, in the case of Internet Advertising, where sites to which such advertising is linked do not meet such standards or policies). Neither Company nor Representative shall have any liability to Advertiser and/or Agency for Company's rejection of such Ads.
19. Representative or Company may terminate this Agreement, effective immediately, in the event either Advertiser or Agency becomes insolvent, makes an assignment for the benefit of creditors or is adjudged bankrupt, or if a receiver of the property or the business of the Advertiser or Agency is appointed, if Advertiser or Agency shall file a petition seeking relief under any bankruptcy act or if a petition is filed against Advertiser or Agency under any such act, or if Advertiser or Agency defaults in payment of amounts due hereunder, fails to comply with any term or condition contained herein, or fails or refuses to submit Ads or fails to respond to complaints after notification thereof. In the event of any termination of this Agreement by Representative or Company for any reason, Advertiser and Agency agree that the balance of the total contract sum noted herein which had not, as of the date of termination been paid, shall become immediately due and payable by Agency and/or Advertiser.
20. This Agreement may not be transferred or assigned by Advertiser or Agency without prior written consent of Representative; Representative or Company shall not be required to air or cause to be aired any material for the benefit of any advertiser other than Advertiser or any advertisement except those designated herein.
21. Advertiser and Agency hereby irrevocably waive any right to seek or obtain injunctive or other equitable relief against Company in connection with this Agreement, including any attempt to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of any of Company's programming or its contents. Agency and Advertiser acknowledge and agree that Company's confidential information contains intellectual property, trade secrets, and other proprietary or valuable information, the disclosure or misuse of which would cause irreparable harm to Company that could not be remedied by the payment of monetary damages alone. Accordingly, Company shall be entitled to specific performance, injunctive and other equitable relief to prevent a breach of this Agreement by Agency or Advertiser, without the posting of a bond, which relief shall be in addition to any other remedies which may be available to Company.
22. This Agreement and its validity, construction and performance shall be governed by the laws of the State of New York (without giving effect to principles of conflict of laws). The parties agree that only the state and federal courts located in New York County in the State of New York shall have jurisdiction over any controversies arising out of this Agreement and the parties hereby submit to the exclusive jurisdiction and venue of such courts. In the event of any dispute, the prevailing party shall be entitled to recover its legal costs (including but not limited to attorneys' fees) in connection therewith.
23. This Agreement shall be binding upon the parties, their successors and permitted assigns. The contract shall not be amended or modified in any respect except in a writing signed by both parties.
24. Notices required hereunder shall be sent by certified mail, return receipt requested, addressed to the last known address of the party to which notice is being sent.

25. This Agreement is subject to all current and future Federal, State and Municipal and other local laws and regulations, including the rules and regulations, decisions and actions of the Federal Communications Commission. This Agreement is further subject to the rules and regulations of the professional and amateur sports teams, leagues or associations during whose games the advertisements may be telecast.

26. A waiver of a party's breach of any provision of this Agreement shall not operate as, or be deemed to be a waiver of that party's prior, concurrent or subsequent breach of that or any other provision of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason whatsoever, then notwithstanding such invalidity, illegality or unenforceability, such provision shall be enforced to the maximum extent permitted by law and the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid, illegal or unenforceable provision had not been contained herein.

27. This Agreement, together with all IOs, represents the entire understanding of the parties with respect to the subject matter hereof, superseding all prior agreements, understandings and negotiations, whether written or oral, and may not be modified other than via a writing signed by both parties.