

## Standard Advertiser Terms and Conditions

These **Standard Advertiser Terms and Conditions** (the “**Terms**”) and any insertion order signed by the Station or Station order/confirmation form (individually, “**Order Form**” and collectively, “**Order Forms**”) constitute the entire agreement (the “**Contract**”) between the entity identified in the Order Form (the “**Station**”) and the advertiser, agency and/or media placement service (collectively, “**Advertiser**”) purchasing commercial announcements, paid programming, online/web-based advertisements, mobile advertisements and/or other advertising (collectively, “**Ads**”). These Terms also form a part of any order for advertising in the Unwired Television Network, Sinclair Audience Network and/or Impression-Based buy system(s) placed by an Advertiser and accepted by Sinclair Television Group, Inc. or its subsidiaries or affiliates (“**Sinclair**”).

### General Terms

**1. Term and Termination.** The term of the Contract (“**Term**”) is one month or such longer period as stated in the Order Form. The Term may be extended only by a written agreement executed by the parties prior to the Contract’s expiration date. Unless stated otherwise on the Order Form, either party may terminate with or without cause upon thirty (30) days prior written notice to the other party. Either Advertiser or Station may terminate if the other party is in material breach and such breach is not cured within ten (10) days of written notice from the non-breaching party; provided, however, that Station may terminate immediately if Advertiser fails to pay any invoice when due. Upon termination, all charges for Ads that have been displayed on Station’s web site or telecast before termination shall become immediately due and payable, including interest on any sums not paid when due at a rate of 1% per month, or the maximum rate permitted by applicable law, if less. If Advertiser terminates, cancels or fails to fulfill all of its obligations, or if Station cancels or terminates for breach, Advertiser shall not receive the benefit of any previously negotiated discounts. If Station is administering a contest as part of the advertising order, the advertising order and contest are non-cancelable.

**2. Payment.** (a) Ads in Any Media. Advertiser acknowledges that certain Ads will require Advertiser to make full payment in advance. As such, Station shall invoice Advertiser in advance on a monthly basis (with payment due as set forth in the General Payment Terms below). If any federal, state or local taxes are imposed such taxes shall be assumed and paid by Advertiser. (b) Television Ads. Station will bill Advertiser monthly using the standard broadcast month unless otherwise stated in the Order Form. Payment is due as set forth in the General Payment Terms below, except that if Advertiser does not meet credit requirements, Advertiser must pay in advance. (c) General Payment Terms. Unless otherwise set forth in the Order Form, all payments are due within thirty (30) days of receipt of the applicable invoice (whether single or recurring) and may be due in advance of the display or telecast of the Ad. Station may assess interest of 1% per month (or the highest rate permitted by law, if less) on any overdue balance. Payment by the Advertiser to its agency or media placement service, or payment by the agency to its media placement service, does not constitute payment to Station. Upon any failure by Advertiser to make payment, Advertiser is responsible for all reasonable expenses (including attorneys’ fees) incurred by Station in collection of such amounts.

**3. Rates and Acceptance.** Advertiser agrees to pay the rates and all other charges invoiced. Additional purchases of time are at rates and conditions in effect at the time of such additional purchases. In addition, the purchase by Advertiser of production services for Ads is subject to Station’s standard rates, cancellation policies and content approval process. Station may change any monthly recurring charges for online Ads upon thirty (30) days written notice to Advertiser. However, within ten (10) days of receipt of such notice, Advertiser may terminate the Contract, as of the end of the then-current month and provided Advertiser has paid all outstanding amounts, by sending written notice to Station. Except as expressly set forth in the Contract, any extension or renewal, or acceptance of any additional order for Ads, shall be at the sole discretion of Station. Pricing for any renewal period is subject to change by Station. Acceptance of any order is contingent on final credit approval by Station.

**4. Agencies.** The entity entering into the Contract as Advertiser warrants that it is duly authorized and has the full power to bind itself and any entity on behalf of which it is acting, and agrees to indemnify and hold Station harmless from and against any and all claims, losses,

damages or costs (including reasonable attorney’s fees) arising out of a breach of the foregoing warranty. Advertiser shall be solely responsible for any commission due to any agency or media placement firm. If the entity entering into the Contract is an agency or media placement service (“**Agency**”) doing so on behalf of an Advertiser, then the parties agree that the Agency will only be liable for payment for the Ads if, and to the extent, the Agency has been paid by the Advertiser.

**5. Advertiser Representations and Warranties.** Advertiser represents and warrants that it has the rights to publish, transmit and make copies of the contents of the Ads and all text, data, still pictures, illustrations, graphics, other visual materials and/or audio materials, trade names, trademarks, service marks and metadata that Advertiser includes within an Ad or otherwise provides to Station for incorporation into any Ads (collectively, the “**Advertiser Content**”), and any other material that Advertiser provides to Station, and to authorize Station’s transmittal of the same via the internet, mobile platforms, and other methods of digital distribution (e.g., ‘TV Everywhere’, ‘virtual MVPDs’, streaming and Video On Demand) without infringing any rights of any third party or violating any applicable laws, rules or regulations. Advertiser further represents and warrants that (a) all Ads and Advertiser Content comply with all applicable governmental and industry codes, rules and regulations and with Station’s commercial and program standards; (b) the Ads and Advertiser Content contain no defamatory matter and do not violate any right of privacy or publicity, or any other proprietary or other rights of any third persons; and (c) the Ads and Advertiser Content do not give rise to any product liability or other claim.

**6. Indemnification.** (a) Advertiser agrees to indemnify and hold Station, its parent, subsidiary and affiliated entities, and the respective officers, directors, shareholders, employees and vendors of each of them, harmless against any and all liability, loss or expense: (i) arising from any violations of law, claims for defamation, libel, unfair competition, unfair trade practices, deceptive advertising, violation of rights of privacy or of publicity, claims for music license fees and/or royalties (except for the performance of musical compositions licensed for broadcasting by a music licensing organization of which Station is a licensee), incremental residuals triggered by Station’s distribution of the Ads, infringement of trademark, trade name, copyright or any other proprietary rights, or any other claims, causes of action or the like arising directly or indirectly from the telecasting, publication or other distribution in any medium of the Ads, the Advertiser Content or any material furnished by Advertiser or created by Station at Advertiser’s request; (ii) relating to an Advertiser’s contest(s) that is not administered by the Station, and/or (iii) resulting from Advertiser’s breach of any representation or warranty hereunder. Advertiser agrees to pay all costs of any such actions, including expenses and reasonable attorneys’ fees for counsel of Station’s selection. (b) Station agrees to indemnify and hold Advertiser harmless against all liability resulting from the telecast of (i) program material furnished by Station without creative input by Advertiser; and/or (ii) for the performance of musical compositions licensed for broadcasting by a music licensing organization of which Station is a licensee. (c) Each party shall give the other prompt notice of the assertion of any claim or the commencement of any action that may expose the other to liability.

**7. DISCLAIMER; LIMITATION OF LIABILITY.** STATION MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, NONINFRINGEMENT OR TRADE USAGE. IN NO EVENT SHALL STATION BE LIABLE FOR ANY SPECIAL,

CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), PUNITIVE DAMAGES OR MONETARY DAMAGES OF ANY TYPE WHATSOEVER. THE AGGREGATE LIABILITY OF STATION SHALL BE LIMITED TO THE AMOUNT RECEIVED BY STATION UNDER THE CONTRACT, OR, IF LESS, THE AMOUNT OF MONEY ASSIGNED AND ACTUALLY RECEIVED BY STATION WITH RESPECT TO THE AD(S) SUBJECT TO THE CONTROVERSY. STATION SHALL NOT BE LIABLE FOR ANY LOSS, COST, DAMAGE, OR EXPENSE (INCLUDING ATTORNEYS' FEES), INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, CAUSED BY OR ARISING OUT OF, EITHER DIRECTLY OR INDIRECTLY, ANY AD OR OTHER PRODUCT DISPLAYED ON ANY WEB SITE OR MOBILE DEVICE, THE MANNER IN WHICH ANY MATERIAL IS DISPLAYED ON OR DISTRIBUTED TO WEB SITE(S) OR MOBILE DEVICES, THE FAILURE TO DISPLAY OR DELIVER ANY AD OR OTHER PRODUCT ON THE APPLICABLE WEB SITE(S) OR MOBILE DEVICES, OR ANY TECHNICAL MALFUNCTION, COMPUTER ERROR, DELIVERY FAILURE OR LOSS OF DATA OR OTHER INJURY, ARISING, DIRECTLY OR INDIRECTLY, FROM ADVERTISER'S USE OF STATION'S SERVICES OR THE SERVICES OF ANY STATION VENDORS. SPECIFICALLY, AND WITHOUT LIMITING THE FOREGOING, STATION AND STATION VENDORS DO NOT REPRESENT OR WARRANT THAT ANY AD WILL BE DISPLAYED OR OTHERWISE TRANSMITTED WITHOUT INTERRUPTION OR ERROR.

**8. Disputes.** ANY DISCREPANCY, DISPUTE OR DISAGREEMENT BY ADVERTISER WITH ANY BROADCAST, AD, PRODUCT, SERVICE OR AMOUNT CHARGED HEREUNDER (A "DISPUTE") MUST BE REPORTED TO STATION IN WRITING WITHIN NINETY (90) DAYS FROM THE LAST SCHEDULED AIR DATE OR PUBLICATION DATE OF THE AD OR THE INVOICE DATE (WHICHEVER IS LATER), TIME BEING OF THE ESSENCE. ADVERTISER'S FAILURE TO DO SO SHALL CONSTITUTE A WAIVER OF ANY CLAIM BY ADVERTISER ARISING FROM THE DISPUTE.

**9. Assignability.** Advertiser may not assign the Contract without Station's prior written consent, not to be unreasonably withheld or delayed. Station may assign the Contract without notice to Advertiser to any entity that controls, is controlled by, or is under common control with Station or one of its affiliates, or to the purchaser of substantially all of the assets of the Station.

**10. Confidentiality.** Neither Station nor Advertiser shall disclose to any person or entity, directly or indirectly, without the prior approval of the other, (i) the terms of the Contract, or (ii) any other non-public information relating to the other party obtained by virtue of the Contract, except on a confidential basis to its business, legal and financial advisors or as required to be disclosed under applicable law or by legal process. Notwithstanding the foregoing (a) Station shall at all times maintain the right to disclose the terms of the Contract (1) to Station's affiliated entities and any third party vendors for the purpose of performing its obligations under this Contract; (2) to clients of a media buyer or agency; (3) to any potential buyers of Station; and (4) to any third party pursuant to a subpoena, court order or similar judicial process without notice to, or consent of Advertiser; and (b) Advertiser shall at all times maintain the right to disclose the terms of the Contract (1) to Advertiser's affiliated entities; (2) to any potential buyers of Advertiser; and (3) to any third party pursuant to a subpoena, court order or similar judicial process without notice to, or consent of, Station.

**11. Miscellaneous.** The Station does not discriminate in the acceptance or placement of advertising on the basis of race, gender or ethnicity; any order for advertising which includes any restriction in the placement of the advertising based on race, gender or ethnicity will not be accepted. Station is not required to broadcast, publish or otherwise distribute an Ad for any advertiser other than the Advertiser named herein or for any product or service other than as specified herein. Nothing in the Contract shall be deemed to create the relationship of partners, joint venturers, employer-employee, or franchiser-franchisee between the parties. Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party. The warranties, confidentiality and indemnification obligations, limitations of liability and ownership rights set forth herein shall survive the

termination or expiration of the Contract. All notices that either party may be required or may desire to serve upon the other in connection with the Contract shall be in writing and may be served personally or by prepaid registered or certified United States mail or by private mail service (such as Federal Express or UPS), to the address of the other party on the Order Form. The Contract shall be governed by the laws of the State of Maryland (without regard to Maryland's conflict of laws provisions). All disputes, controversies or claims which relate in any way to this Contract will be resolved by arbitration 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. Should any provision or part of any provision of the Contract be void or unenforceable, such provision, or part thereof, shall be restated to match most closely the intentions of the parties, and the remainder of the Contract shall remain in full force and effect. This Contract constitutes the entire agreement between the parties pertaining to the subject matter and supersedes all prior agreements. The Terms apply to any future internet or advertising order by Advertiser, unless a new set of Terms is posted by Station. In the event of any inconsistency between the Terms and an Order Form, the Terms control. The Contract cannot be modified except in a writing that is signed by both parties. The section headings contained in these Terms are for reference purposes only and shall not in any way affect the meaning or interpretations of these Terms. The Order Form is attached to this Contract and incorporated into this Contract by this reference. The Station's obligations under this Contract are subject to the licenses held by it and to applicable local, state and federal laws and regulations. Station makes no warranty, guarantee or representation about (a) the Station, (b) the Station's programming, (c) other advertising on the Station and the placement of the Ads in relation thereto, and (d) whether there will be any result or return from any Ads. Station has the right to change these Terms by sending written notice to Advertiser; if Advertiser does not agree to said changes it must send Station written notice rejecting said changes within thirty (30) days of Station's notice or the changes will be deemed accepted; upon receipt of Advertiser's notice (if any), Station shall have the option of (I) terminating the Contract, or (II) continuing under the Contract with the Terms unchanged.

#### **Additional Terms for Television**

**1. Failure to Telecast.** Station may substitute for an Ad any matter that Station deems, in its sole discretion, is of greater importance. Unless stated otherwise on the Order Form, all Ads are preemptible. In any case, all Ads are subject to these Terms. If Station does not telecast an Ad at any stipulated time, Station may telecast the Ad at a subsequent time. Station's liability for failure to telecast shall not exceed the amount paid by Advertiser for telecast of the Ad and in no event is Advertiser entitled to monetary damages. Except as set forth in this section and Section 2, if the Ad is not telecast by Station, Advertiser is not required to pay for telecast, or is entitled to a refund of any amount already paid. For an Ad(s) that is ordered to air in the Sinclair Audience Network and/or Impression-Based buy system(s), if said Ad airs in at least 95% of the Purchased Footprint, the Ad is deemed to have cleared and Advertiser agrees to pay in full. For purposes of this section, the "Purchased Footprint" is the aggregate demographic measurement and coverage area set forth in the Order (e.g., audience sold and/or guaranteed to be delivered across a certain number of Sinclair specific markets). In addition, notwithstanding anything to the contrary in this Contract, if an Ad is exhibited for at least ninety percent (90%) of the duration of the time ordered, or within five (5) minutes of a requested time, Advertiser agrees to pay in full. Upon mechanical failure, equipment problem, utility outage, technical problem, act of God, accident, fire, flood, tornado, hurricane, lock-out, strike or other labor dispute, war, terrorist act, earthquake, explosion or any other event beyond the reasonable control of Station, Station shall not be liable for any failure to perform.

**2. Advertiser Content.** Advertiser shall furnish all Advertiser Content at Advertiser's expense. Subject to the following sentence, Advertiser shall deliver Advertiser Content and telecast scheduling instructions to Station before the Station's established deadlines and no less than two (2) full business days before scheduled telecast. As many as four (4) business days advance delivery may be required during periods that include nationally recognized holidays. Delivery of

Advertiser Content for the Sinclair Audience Network or Impression-Based buys must be four (4) business days before scheduled telecast. If Advertiser fails to meet these deadlines or to use the time contracted for, Station may substitute another spot/program at Advertiser's expense and Advertiser remains liable for the full amount contracted for herein. All Ads are subject to approval (before, during or after the scheduled run of any Ads) of Station. Station may refuse at any time to telecast an Ad if Station determines, in its sole discretion, it to be illegal, unsatisfactory, unsuitable, contrary to the public interest, or contrary to its business interests. This Contract does not obligate Station to telecast any Ad or any material inconsistent with the policies or practices of Station. If any Ad is unsatisfactory, Station shall make reasonable efforts to notify Advertiser. Unless Advertiser furnishes satisfactory material 72 hours before the scheduled telecast time, Station may at its option: (i) substitute its own material, (ii) terminate this Contract, and/or (iii) hold Advertiser liable for all time reserved. Station may solicit and telecast programs or announcements that compete with Advertiser's business, products or services. Station will not return tapes and other material unless: (i) Advertiser requested their return in this Contract, and (ii) Advertiser picks up the material at its own expense within thirty (30) days after initial receipt by Station. Otherwise, Station may dispose of all material, including materials created by Station for Advertiser. Video shot by Station for Advertiser may be used by Station in commercials or programs for other customers and will not necessarily be retained by Station unless specified in the Order Form. Advertiser represents that all material furnished to the Station (a) is closed captioned, if required by the rules and regulations of the Federal Communications Commission ("FCC"), in accordance with FCC requirements, (b) complies with all applicable local, state and federal laws and regulations, and (c) does not violate the rights of any third party.

#### **Additional Terms for Online Ads**

**1. Online Ads.** Unless otherwise specified in the Order Form, the positioning and size of Ads is at Station's sole discretion. Unless otherwise specified in the Order Form, Station makes no guarantees with respect to usage statistics or levels of impressions for any Ads. Station agrees to use commercially reasonable efforts to fulfill the number of impressions agreed to in the Order Form. Station provides Advertiser with estimated usage only as a courtesy and shall not be liable for any claims relating to such usage statistics. Station reserves the right to edit, revise, reject or cancel any Ad space reservation or position commitment at any time. Advertiser may not resell, assign or transfer any of its rights under the Contract unless agreed upon in advance by Station in writing. Advertiser shall at all times be responsible to provide Station with accurate traffic instructions for all Ads placed under the Contract. For standard requests, Advertiser shall provide the Advertiser Content and traffic instructions to Station at least three (3) business days before the start date specified in the Order Form and, for content integration services, at least eight (8) business days before the start date specified in the Order Form (or, in either case, earlier if requested by Station) or the Ad posting may be delayed by Station. Advertiser agrees to monitor the Ads to ensure Station is following the trafficking instructions Advertiser provided to Station, and to notify Station immediately of any errors.

**2. Integration Services.** All Advertiser Content used on any Station web site shall comply with Station's then-current technical direction, guidelines, practices and specifications. Any such Advertiser Content will not contain any instructions, recipes or formulas that would either directly or indirectly, if implemented, result in injury to Station or any third party.

**3. Creative Services/License.** If the Contract provides that Station or any vendor of Station will provide creative services (e.g., development of Ads), such services will be subject to availability of Station or such third-party vendor's creative capacity and will be provided in accordance with reasonable professional standards, but otherwise on an "as is" basis. Station may incorporate Advertiser Content as well as content or functionality owned or arranged for by Station in the product(s) of Station's creative efforts ("Works"). Advertiser Content shall continue to be owned by Advertiser and/or Advertiser's licensor(s). Station shall retain ownership of the Works. Station hereby grants to Advertiser a license for the term of the Contract to display, reproduce, transmit, distribute and otherwise use the Works on

and in connection with Advertiser's Ads on the applicable Station web sites identified in the applicable Order Form.

**4. Advertiser Content.** Advertiser will provide all Advertiser Content to Station. Advertiser hereby grants to Station and Station's vendors during the Term a non-exclusive, royalty-free, fully-paid up, worldwide right and license to distribute, transmit, publish, copy, store, reproduce, perform, exhibit, display or otherwise use (a) the Advertiser Content for the purpose of providing the Ads to Advertiser; and (b) Advertiser's trade name and associated trademarks or service marks for purposes of registering custom URLs, purchasing keywords or otherwise engaging in search engine marketing or similar services on behalf of Advertiser. Advertiser shall submit Advertiser Content in accordance with Station's policies in effect from time to time, including policies regarding format and submission deadlines. However, Station, in its sole discretion, may refuse to include or may remove any particular Advertiser Content from the Station web site(s) and/or in the Advertiser's web site, as well as reject any URL link embodied in the Advertiser Content. All expenses connected with the delivery of Advertiser Content to the Station shall be paid by Advertiser. Station may dispose of any such materials delivered to it unless acceptable prepaid return arrangements have previously been made.

**5. Links from Station Site(s).** If the Contract contemplates that Station will provide links from any Station web site(s) or Ad to any third party web site, including the Advertiser's web site(s) or any other web site owned by or provided on behalf of Advertiser, Station may nevertheless, in its sole discretion from time to time, eliminate or disable any link from any Station web site(s) or Ad to any such third party web site, if Station deems any of the content of such web site that comes to Station's attention is either inappropriate or otherwise objectionable or undesirable (whether for editorial, legal, business or other reasons).

**6. Ownership.** Station and its affiliated entities own all right, title and interest (including copyright) in the Station web sites, subject to the rights, if any, of Station's licensors, as well as in any advertising material or other content that is furnished by or represents the creative effort of Station and its affiliated entities. Except as provided in connection with the license granted by Station herein, Advertiser shall not authorize electronic, photographic or any other reproduction of any such material for use in any medium, without Station's written consent. If Station is providing a web site pursuant to the Contract, Station owns all right, title and interest (including copyright) in such web site, except for the Advertiser Content on such site and the URL of such web site, the rights to which will belong to Advertiser, provided such URL does not include a trademark or trade name of Station or its affiliated entities. Station may affix its copyright notice (or any other party's attribution it deems appropriate) to the homepage of such web site, and the web site shall not contain any other copyright notice. Advertiser agrees to assist Station, if requested by Station, in registering and enforcing all copyrights and other rights and protections relating to such web site at Station's expense. Station, for itself and its affiliated entities, also owns all user information (including without limitation any personally identifiable transactional data, "clickstream" data or demographic information) collected by Station and/or its vendors on or through the Station web site, including Advertiser's Ads, and Advertiser shall not obtain any rights in such information by virtue of the Contract. Advertiser shall not place or knowingly permit advertisements that obstruct or interrupt the user's experience on any Station web site, including, but not limited to, expanding ads, pop-under ads or pop-up ads. Advertiser shall ensure that no spyware, cookies, tracking, snooping or scripting software (e.g., Java Script) or malicious code are included with any of the Advertiser Content, nor shall Advertiser use any software to track usage or monitor an individual's usage of a web site. Station shall have the right to audit the Advertiser's content at any time for such software or code. Advertiser's use of any such software or code shall constitute a material breach of this Contract. Advertiser shall not capture, share or use any personally identifiable information from any Station web site or from any visitors to any Station web site.

**7. Privacy.** If the Contract contemplates that Station and/or third-party vendor of Station will provide to Advertiser certain technology as part of product(s)/service(s) provided by Station, and that, according to applicable laws or regulations, or pursuant to Station's request, the use of such technology requires a notice to users relating to privacy, then Advertiser shall provide such notice to its users as required

by applicable laws or regulations, or as otherwise requested by Station. Such notice will include without limitation identifying the general nature of such technology in Advertiser's privacy policy statement and implementing a link from Advertiser's privacy policy statement to the privacy policy statement of the third-party vendor providing such technology.

### **Additional Terms for Mobile Ads**

**1. General.** These special terms apply to mobile advertisements offered by Station via Short Message Service or SMS ("Mobile Ads"). Station will make commercially reasonable efforts to provide Mobile Ads via all "Tier 1" mobile telephone service provider ("Wireless Carrier") services (currently AT&T, Verizon Wireless, Sprint/Nextel, T-Mobile, Virgin Mobile and Alltel); provided, however, that the Wireless Carriers through which Station distributes the Mobile Ads may change from time to time. The Mobile Ads may include one or more of the following types of advertisements: (a) mobile alerts; (b) mobile coupons; (c) voting/polling; (d) sweepstakes/text-to-win; and (e) interactive voice response. Due to the nature of the Mobile Ads and the methods for making consumers aware of the Mobile Ads, Station may sell Mobile Ads as part of a bundle with Ads in other media (e.g., television). Station makes no guarantees regarding the results of any Mobile Ad campaign, including in terms of consumer response, impact on sales, the redemption of coupons or otherwise. Station provides Advertiser with estimated usage only as a courtesy and shall not be liable for any claims relating to such usage statistics. Station reserves the right to edit, revise, reject or cancel any Mobile Ad campaign at any time. Advertiser may not resell, assign or transfer any of its rights under the Contract. Advertiser shall provide the Advertiser Content and any related specifications regarding the applicable Mobile Ad campaign to Station at least ten (10) business days before the start date specified in the Order Form. Advertiser is solely responsible for the Advertiser Content within its Mobile Ads and for ensuring that such Advertiser Content complies with all applicable laws, rules, regulations, orders and directives, including without limitation, any governing advertising privacy or disclosures to customers as well as the Mobile Marketing Association Consumer Best Practices Guidelines and all applicable best practice, acceptable use policies and any other published documentation or guidelines from any Wireless Carrier (such guidelines are referred to collectively as "Guidelines"). Guidelines may be modified from time to time at the sole discretion of the publishing entities.

**2. Review of Mobile Ads.** Station, its vendor(s) and any Wireless Carriers may review the Mobile Ads and any applicable Mobile Ad campaign details for compliance with the applicable Guidelines from time to time, which review may include reviewing the Advertiser Content and associated messages. Advertiser will submit to Station advance copies of all Advertiser Content and Mobile Ad processes (including the opt-in process), and any changes thereto, for all Mobile Ads. Station's or its vendor's review of such materials does not constitute legal advice or an opinion as to the appropriateness or legality of any such materials or the applicable Mobile Ad campaign. Advertiser should consult with its own attorney and advisors to confirm the appropriateness and legality of such materials or the applicable Mobile Ad campaign. Without limiting the foregoing, if Station is notified or otherwise becomes aware of Advertiser Content that violates the requirements of this Contract, Station may (but shall not be required to) investigate the allegation and determine, in its sole discretion, whether to block or cease to distribute the Mobile Ads containing such Advertiser Content. Station shall not be liable for any damages incurred by Advertiser because of any such action.

**3. Compliance with Opt-Out/Opt-In Requirements.** Advertiser understands and agrees that the Mobile Ads will be subject to applicable laws, regulations and Guidelines regarding consumer disclosure and consent and Advertiser is responsible for complying with such laws, regulations and Guidelines. Without limiting the foregoing, Station reserves the right to send Mobile Ads only to those consumers who have initiated contact with Station in response to a promotion or call to action in another medium (e.g., a 30 second Ad that prompts viewers to participate in special offers such as coupons, voting or sweepstakes), to give such consumers the right to opt-out of receiving any future mobile messages (which opt-out right will be included in the initial message to a consumer) and to require such consumers to opt-in to receive any

additional text messages relating to the Advertiser's product or services (which opt-in choice will be included in the second message to the consumer). If the consumer does not opt-in to the second message, then Station reserves the right to cease to transmit any additional mobile text messages to such consumer. **Advertiser agrees to include in the Advertiser Content and Mobile Ad campaign process an option that permits consumers to immediately cease receiving the Mobile Ads by replying to such message with the word "Stop".** Further, Advertiser is responsible for including in the Advertiser Content disclosures of the fact that Wireless Carrier costs (such as messaging fees and data transmission fees) may apply, as required by law and any applicable Guidelines and for complying with any other laws or regulations that apply to specific types of Mobile Ads (e.g., laws governing the conduct of sweepstakes and contests). To the extent that any applicable "terms and conditions" apply to certain Mobile Ads, Advertiser will make such terms and conditions available to consumers in accordance with the applicable Guidelines and applicable law.

**4. Wireless Carrier Transmissions.** Station does not have control over and shall have no responsibility for (a) Wireless Carriers or their networks; (b) the acts or omissions of consumers; or (c) network carriers and aggregators that Station may choose to use as intermediaries with Wireless Carriers. Further, Station does not have any responsibility for any Wireless Carrier network or service outages or interruptions, any errors, omissions or failures by Wireless Carriers to deliver the Mobile Ads in accordance with the applicable Mobile Ad campaign details or any failures of the Mobile Ads to render properly on any consumer mobile device.

**5. Ownership.** Station may provide reports to Advertiser regarding the effectiveness of each Mobile Ad campaign, which reports may include data such as the number of messages requested and sent, the number of double opt-ins per campaign, and breakdowns by location, area codes, day of the week and hour of the day; provided, however, that such reports will contain only aggregated anonymized data that does not identify any individual consumer or any mobile telephone number. Notwithstanding the foregoing, such reports and all information pertaining to consumer end users of the Mobile Ads (including such consumer end user's mobile telephone number) are the sole and exclusive property of Station. Station, for itself and its affiliated entities, also own all user information (including without limitation any personally identifiable transactional data or demographic information) collected by Station or its vendor(s) via the Mobile Ads and each Mobile Ad campaign. Advertiser shall not obtain any rights in such information by virtue of the Contract.