AGREEMENT FORM FOR NON-CANDIDATE POLITICAL ADVERTISEMENTS

Revised 1/13/14

System and Location: TWC Media _____ Date: 10/24/11

I, Tim Mully, do hereby request commercial time for use by:

Jefferson Co. Teachers Association

(name of client for whom the schedule is purchased)

The **ATTACHED SCHEDULE** includes: Total Charges, Networks, Dayparts, Dates of Telecast & Commercial Quantity

Does this programming or message (in whole or in part) "communicate a political matter of national importance, or does it include reference(s) to *(1)* any legally qualified candidate, *(2)* any election to Federal office, or *(3)* a national legislative issue of public importance?" (Examples include, but are not limited to, Healthcare or Taxes)

☐ Yes ☑ No

If "Yes," please indicate the issue or topic to which, or the legally qualified candidate (and office sought) to whom, the programming refers in the box below:

Payment for the above cablecast time has been furnished by: Perius

(Name of Authorized Committee or Individual Providing Payment)

I, the undersigned, am authorized to purchase the time paid for by such person or entity. The entity furnishing the payment is:

☑ A corporation ☐ A committee ☐ An association ☐ Other unincorporated group ☐ An individual

List the name, title, email, phone number & address of the primary executive officer(s) or agents of the entity below:

Perius
200 S. Fifth St. Ste 700
Louisville, Ky 40202 (502) 292-4032

I agree to indemnify and hold harmless Time Warner Cable Media for any damages or liability that may ensue from the performance of the above-stated telecasts. I further agree to abide by the Time Warner Cable Media "Terms & Conditions."

Signed by non-candidate advertiser: _____ Date: 10/24/11

Accepted/ Rejected by: _____ Title: AE Date: 10-25-16

(TWC Media Representative)

AGREEMENT TO PURCHASE POLITICAL ADVERTISING AVAILABILITIES

Rev. 1/2/16

System and location: _____(Time Warner Cable)

I, Tim Mulloy (being or on behalf of) Better Schools Kentucky, a legally qualified candidate of the Supporting Chris political party for the office of Brady for School Board in the _____ election to be held on 11/8/16, do hereby request system time on channel _____ as follows:

LENGTH OF TELECAST	HOUR	DAYS	TIMES PER WEEK	TOTAL NO. WEEKS	RATE

DATE OF FIRST TELECAST

DATE OF LAST TELECAST

Total Charges: $25,000.03 net

The telecast time will be used by Better Schools Kentucky

I represent that the advance payment for the above-described telecast time has been furnished by Peritus

_____ and that Time Warner Cable Media Sales is authorized to describe that sponsor in your log and to announce the advertisement as paid for by such person or entity. The entity furnishing the payment, if other than an individual person, is: ( ) a corporation; ( ) a committee; ( ) an association; or ( ) other unincorporated group. The names and offices of the chief executive officers are:

_____

_____

I understand that: If the time is to be used by the candidate within 45 days of a primary or primary runoff election, or within 60 days of a general or special election, the above charges represent the lowest unit charge ("LUR") of the system for the same class and amount of time for the same period; if the use is by a person or entity other than the candidate or is by the candidate but outside the aforementioned 45 or 60 day periods, the above changes do not exceed the charges made for comparable use of such system by other users.

I certify that neither I, nor my authorized committee, will submit [nor has submitted] advertisements that make any direct reference to another candidate for the same office. I understand that if an advertisement directly refers to another candidate for the same office I am only entitled to receive LUR as set forth above if the advertisement contains (1) a clearly identifiable photographic or similar image of me/the candidate, and (2) a clearly legible printed statement (a) that identifies me/the candidate, (b) states that I/the Candidate have approved the advertisement and (c) that I/the candidate or my authorized committee paid for the advertisement and its telecasting.

I agree that use of the System for the above-stated purposes will be governed by the Communications Act of 1934, as amended, and the FCC's rules and regulations, particularly those provisions printed on the back thereof, which I have read and understand. I further agree to indemnify and hold harmless Time Warner Cable Media for any damages or liability that may ensue from the performance of the above-stated telecasts. I also agree to prepare a script or transcription, which will be delivered to the System at least _____ days before the time of the scheduled telecasts. (**Note**: the two preceding sentences do not apply if a candidate is using the time).

By: [signature] Date: 10/2/16

(Candidate, Supporter or Agent)

Accepted/Rejected by [signature] Title AE

This application, whether accepted or rejected, will be available for public inspection for a period of two years in accordance with FCC regulations (Section 76.1701)

TIME WARNER CABLE

RECORD OF REQUEST FOR PURCHASE OF POLITICAL TIME

(THIS FORM MUST BE COMPLETED FOR ALL REQUESTS [ORAL OR WRITTEN] AND PLACED IN POLITICAL AND PUBLIC INSPECTION FILE)

Date of Request: 10/2/16

Name of Person making the Request : Tim Mulloy

Address of Person making the Request: 200 S. FIFTH ST
Louisville, KY 40202

Telephone Number of Person making the Request: 502-644-0732

Name of Candidate/Issue: Jefferson Co. School Board

Name of Issue/ Candidate's Authorized Committee: Better Schools Kentucky

Name of Treasurer of Committee: SUSAN DAVIS

If a Candidate, then Legally-Qualified Candidate for the Office of:
_____ in the County of _____

Issue Ad:_____(Indicate yes/no)
Describe Issue to which Ad refers: _____
Advertiser is FOR or AGAINST this issue (circle one)

GENERAL ELECTION ✓

Democrat _____
Republican _____
Other NON-PARTISAN

Information Requested: _____

Information Provided: _____

Request to Purchase Time: ✓ ACCEPTED _____ REJECTED

If request to purchase time is GRANTED attach Agreement For Political Cablecasts, schedule of time purchased (including rates charged, class of time purchased) and Affidavit of Performance

Signed: [signature]
Signature of Individual Receiving Request

Date: 10-25-16

If this inquiry is made on behalf of a person or entity other than a candidate, provide the name of the person or entity purchasing time; name, address and telephone number of contact person; and list the name, address and telephone number of the chief executive officer(s) or members of the executive committee or board of directors of sponsoring organization.

_____

_____

_____

(d) CLIENT agrees that TWC may identify CLIENT as an advertiser of TWC in client lists and other marketing materials.

(e) Neither TWC nor any System shall be obligated to distribute Advertisements regarding any product or service other than as expressly specified herein.

(f) This Agreement is not exclusive and TWC and all Systems remain free to solicit and to distribute programs or announcements of other advertisers whether or not they are in competition with the business, products or services of CLIENT.

(g) This Agreement, including the rights under it, may not be assigned or transferred without the prior written consent of TWC; nor may TWC be required to distribute Advertisements hereunder for the benefit of any CLIENT other than as expressly provided herein. Failure of TWC or CLIENT to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver as to that or any other provision.

(h) These Terms and Conditions, together with any orders placed by or on behalf of CLIENT and accepted by TWC for distribution of any Advertisement, Ad Content or other materials, shall constitute the entire agreement of the parties relating to the subject matter hereof (the "Agreement"), and no change to any of its terms or provisions shall be effective unless made in writing and signed by both TWC and CLIENT. Except as otherwise agreed in writing by TWC and CLIENT, these Terms and Conditions shall automatically apply to all current and future orders placed by or on behalf of CLIENT for distribution of any Advertisement, Ad Content or other materials, whether on a System, via IPTV, over the internet or otherwise.

(i) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without regard to the conflicts of laws principles thereof. **TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO, AND AGREE NOT TO REQUEST, A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING UNDER, OUT OF OR RELATED TO THIS AGREEMENT.**

(j) Any discrepancy, dispute or disagreement by CLIENT with any distribution or other service provided, or amount charged, hereunder must be reported to TWC in writing within thirty (30) days from the later of (i) the last scheduled distribution date, and (ii) the invoice date. Time is of the essence hereof and any failure by CLIENT to so notify TWC shall constitute a waiver by CLIENT of any and all claims or causes of action arising therefrom or related thereto.

(k) Either (i) CLIENT's signature below, or (ii) delivery to TWC or any System of any Advertisement, Ad Content or other materials by or on behalf of CLIENT for distribution hereunder, shall constitute CLIENT'S acceptance of all of the terms and conditions set forth herein.

ACCEPTED AND AGREED:

CLIENT: PERITUS

By: [signature]

Name: Tim Mulley

Title: CSO

Date: 10/21/11

3105636

Time Warner Cable Media

TERMS AND CONDITIONS

The advertiser, agency, time-buying or other media placement service (collectively, **"CLIENT"**) contracting for the cablecast, wireless distribution, internet delivery, video over internet protocol delivery (**"IPTV"**), interactive advertising, VOD placement, mailing or other distribution of any kind (collectively, **"distribution"**) of commercial advertisements, video assets, overlays, programs, printed or other content materials of any kind (collectively, **"Advertisements"**) and **Time Warner Cable Media Inc.** (**"TWC"**) hereby agree as follows:

1. BILLING AND PAYMENTS

(a) Except as otherwise agreed by TWC in writing, TWC will bill CLIENT on a monthly basis.

(b) CLIENT shall pay each invoice in full within thirty days after receipt, without any deduction or right of set-off or counterclaim; provided, however, that TWC in its discretion reserves the right to require payment in advance of any scheduled distribution date. Except as otherwise agreed by TWC in writing, TWC shall have no obligation to accept payment in any form other than cash or immediately available funds.

(c) Upon CLIENT'S request, TWC may include verifications of performance with monthly invoices issued hereunder, but the furnishing and accuracy of such verifications shall not be a condition precedent to CLIENT'S obligation to timely pay any such invoice. TWC shall not be liable to CLIENT for, and makes no representations or warranties with respect to, such verifications, except that, in the case of video content distribution systems owned by TWC, such verifications shall accurately reflect the internal log for the System on which the Advertisement was distributed.

(d) Other remedies for non-payment notwithstanding, if any amounts payable to TWC hereunder are not received on or before the tenth day after such amount was due, then a late payment charge equal to 1.5% per month of such past due amount, cumulative (or if such amount exceeds the maximum permitted under applicable law, then such maximum amount) shall become due and payable by CLIENT to TWC in addition to such amounts owed hereunder, until all amounts are paid in full. CLIENT shall reimburse TWC for all amounts incurred in connection with collection activities, including, but not limited to, collection agency charges, reasonable attorney fees and costs.

(e) Time is of the essence hereof. If TWC does not receive timely payment, then TWC in its sole discretion may discontinue further performance under this Agreement in addition to such other remedies as may be available to it hereunder, at law or in equity.

2. TERMINATION

(a) Orders for traditional linear spot cable Advertisements of sixty seconds or less in duration may be canceled by CLIENT upon fourteen days prior written notice to TWC, but no such cancellation shall be effective until fourteen days after the initial start date hereunder unless otherwise expressly agreed by TWC in writing.

(b) Orders for traditional linear spot cable Advertisements of more than sixty seconds in duration may be canceled by CLIENT upon twenty-eight days prior written notice to TWC, but no such cancellations shall be effective until twenty-eight days after the initial start date hereunder unless otherwise expressly agreed by TWC in writing.

(c) Advertisements consisting of non-traditional or "advanced" advertising where additional and varying cancellation times are necessarily required, including without limitation Advertisements involving Video on Demand (**"VOD"**) or interactive advertising of any kind, overlay creation or approval, or Advertisements to be distributed on any website or over the internet (collectively, **"Internet Advertisements"**) or Advertisements to be distributed to any device via IPTV (**"IPTV Advertisements"**), may be canceled by CLIENT upon delivery of such advance written notice (which may be 60 days or longer) as TWC may determine is reasonably necessary under the circumstances taking into account applicable advertising campaign and System or other distribution platform or device requirements.

(d) TWC may, without liability to CLIENT, terminate this Agreement or stop or suspend distribution of any Advertisement at any time for any reason. No such termination or suspension by TWC shall relieve CLIENT of CLIENT's obligations to timely pay to TWC in full all amounts due hereunder. Upon any such termination or suspension, all amounts owed to TWC hereunder shall be immediately due and payable.

(e) If CLIENT cancels all or any portion of this Agreement or any order hereunder, all discounts are void and rates on TWC's then current rate card shall apply. Upon cancellation, all then outstanding and unpaid amounts attributable to distribution of CLIENT's Advertisements shall be immediately due and payable by CLIENT. In addition, CLIENT shall pay all non-recoverable out-of pocket expenses incurred by TWC in connection with any related promotion, contest, sponsorship, sweepstakes or other service provided to CLIENT in connection herewith.

(f) If CLIENT cancels any special promotion, contest, sponsorship, sweepstakes or other service provided to CLIENT by TWC then, at TWC's sole discretion, any related discounts for Advertisements shall be void and rates on TWC's then current rate card shall apply.

3. EFFECT OF BREACH

(a) If CLIENT materially breaches this Agreement, including without limitation a failure to pay any sum when due then, in addition to its other termination rights as set forth in this Agreement, TWC may terminate this Agreement immediately upon notice (which may be either written or verbal) to CLIENT and may, without liability, refuse to further

distribute CLIENT's Advertisements, but such termination shall not in any way release any party from its obligation to pay in full all amounts due hereunder. Upon any such cancellation, all unpaid amounts due to TWC hereunder shall become immediately due and payable.

(b) If TWC materially breaches this Agreement, then CLIENT may cancel this Agreement upon written notice to TWC, unless TWC has cured or is diligently proceeding to cure such breach.

4. RATES AND CHARGES

(a) TWC reserves the right to increase rates at any time without prior notice, but no such increases shall be applied to Advertisements distributed under this Agreement, until forty-five days after written notification to CLIENT.

(b) With TWC's prior written approval, Advertisements of a parent and/or subsidiary of CLIENT (or, if applicable, the person or entity on whose behalf CLIENT is acting), scheduled to be distributed within 13 weeks from the date of the first distribution of an Advertisement, or from the start of a pre-determined contract year, may be combined for discounts.

(c) CLIENT shall pay all expenses related to the delivery of Advertisements and/or scheduling instructions to TWC. Neither TWC nor any System will accept or process mail, correspondence, or telephone calls in connection with the distribution of any Advertisement hereunder, except as otherwise expressly agreed in writing by TWC and at the sole risk of CLIENT and subject to payment or reimbursement by CLIENT of all expenses incurred by TWC or any System in connection therewith.

5. AD CONTENT

(a) CLIENT hereby grants to TWC a worldwide, non-exclusive, limited, sublicensable right to distribute, reproduce, copy, reformat, digitize, adapt, compress, transcode, display, perform and technologically manipulate any Advertisement on (i) TWC affiliated, owned and/or represented video content distribution systems (**"Systems"**), (ii) any devices to which such Advertisements may be distributed via IPTV, (iii) any internet websites or applications on which the Advertisements ordered hereunder are scheduled to be distributed, or via any other distribution method or platform, in each case as reasonably necessary in order to distribute the Advertisement as ordered by CLIENT.

(b) Except as otherwise agreed by TWC in writing, CLIENT shall deliver or cause to be delivered to TWC or the applicable System(s) the content of all Advertisements (**"Ad Content"**). CLIENT shall comply with all of TWC's requirements regarding the format and technical and other specifications for Advertisements and Ad Content and the delivery thereof.

(c) In the case of Advertisements to be distributed on any System (**"System Advertisements"**), CLIENT shall deliver such Advertisements and scheduling instructions to TWC or the System, as applicable, at least 48 hours in advance in the case of traditional spot cable System Advertisements. In the case of Internet Advertisements, IPTV Advertisements or non-traditional or "advanced" advertising System Advertisements where additional and varying lead times are necessarily required, including without limitation Advertisements involving VOD or interactive advertising of any kind (such as **"Promotions on Demand"**), or overlay creation or approval, CLIENT shall deliver such Advertisements and scheduling instructions in accordance with such instructions as TWC may determine and provide to CLIENT depending upon applicable advertising campaign and System, device or platform requirements. If Advertisements and/or Ad Content and associated instructions are not delivered to TWC in the proper formats and with the proper specifications by the applicable deadline established by TWC, then TWC may bill CLIENT for the time reserved.

(d) TWC will use commercially reasonable efforts to distribute Advertisements despite late receipt thereof, but shall have no liability for Advertisements that are not distributed due to late delivery by CLIENT.

(e) All Advertisements to be distributed hereunder are subject to the prior approval of TWC and TWC may, without restriction or liability, refuse to distribute any Advertisement or Ad Content, which TWC in its sole discretion determines to be illegal, unsatisfactory, unsuitable, or contrary to the public interest for any reason whatsoever. If TWC should so refuse to distribute any Advertisement, TWC will attempt to so notify CLIENT by telephone, facsimile or email, and unless CLIENT timely furnishes or causes to be furnished satisfactory replacement Ad Content, TWC may bill CLIENT for the time reserved.

(f) TWC shall exercise commercially reasonable precautions in handling Advertisement materials or other property furnished to it hereunder, but shall not be liable for any loss or damage thereto. All tapes, production and other Ad Content or related materials used in any Advertisement shall be the exclusive property of TWC, unless otherwise expressly agreed by TWC in writing. No commercial tapes, Ad Content or other Advertisement materials provided by CLIENT will be returned unless: (i) CLIENT has so requested and TWC has expressly so agreed in writing, and (ii) CLIENT picks up such materials at its own expense within thirty (30) days after the last distribution date hereunder. Otherwise, TWC may dispose of all such tapes and other Ad Content or other Advertisement materials at any time after 30 days following the last use or distribution date. In addition, any video tapes, hard drive storage or other physical media on which video shot or produced by TWC is stored will not be retained and can be reused for other customers, recycled or disposed of unless otherwise expressly agreed by TWC in writing.

(g) Without notice to, or consent of, CLIENT, TWC may (i) provide copies of Advertisements, Ad Content or any other Advertisement material to third parties in connection with TWC's marketing or other ordinary course business activities; and (ii) deliver copies of this Agreement or of Advertisements, Ad Content or any other Advertisement material to third parties as required by applicable law or regulations or pursuant to a subpoena, court order, governmental or municipal inquiry or similar judicial, regulatory, administrative or other process.

6. DISTRIBUTION ISSUES; SUBSTITUTIONS

(a) If, for any reason, all or any portion of a System Advertisement is not distributed at the scheduled time, TWC may distribute a "make good" for such Advertisement at a subsequent time in the same or a comparable manner or class of air time or, alternatively, TWC may provide a corresponding credit for subsequent Advertisement distribution.

(b) TWC may cease distribution of Internet Advertisements if the total number of impressions for a specified display period is reached prior to the end of the scheduled display stop date. If there is a shortfall in delivery of Internet Advertisement impressions of more than 10% at the end of any specified period, TWC may provide, as CLIENT's sole remedy, "make good" impressions through the same or a comparable manner or class of placements, to be delivered no later than 60 days following the applicable scheduled display stop date.

(c) TWC shall have the right to substitute for any Advertisement any matter which in TWC's sole discretion is deemed to be of greater local or national interest or importance, including without limitation sporting events. TWC will notify CLIENT in advance or within a reasonable time after such a substitution, and the provisions of Section 6(a) shall apply.

(d) Advertisements scheduled in programs following events (such as feature films, sports or special programming of any kind), which run beyond their normally scheduled time, or Advertisements scheduled in programs which are interrupted for any reason, will be automatically rescheduled within the delayed or interrupted program without prior notice to CLIENT and will be billed at the rate as if the event had concluded at its normal time or there had been no interruption.

(e) With respect to the distribution of any Advertisement as part of VOD programming or using a System's VOD platform, or using IPTV, or Advertisements consisting of non-traditional or "advanced" or interactive advertising of any kind, CLIENT acknowledges that other content, tools or information provided by TWC or third parties may appear on the screen over or with such Advertisement or Ad Content including, without limitation, (i) navigational content appearing during processes such as program selection, ordering and playback, (ii) applicable privacy and/or consent notices, and/or (iii) any content, tools or information that viewers could cause to be displayed through interactive media or otherwise. TWC, its affiliates or agents may copy and store Advertisements during the distribution term as TWC may deem appropriate under the circumstances in order to optimize performance and distribution on the Systems.

Except as otherwise expressly agreed by TWC in writing, CLIENT's purchase of advertising time for System Advertisements may not include distribution of such Advertisement via IPTV. Furthermore, CLIENT's purchase of advertising time on a network may, but does not necessarily, include the purchase of advertising time on duplicate or alternative feeds of such network (including without limitation high definition versions or other feeds offered on alternate channel locations, advertising time distributed on a time-shifted basis, or advertising distributed over the internet or using IPTV).

TWC makes no representations or warranties to CLIENT with respect to the distribution schedules for System Advertisements that are distributed in high definition feeds or using IPTV. Any verifications of performance delivered by TWC hereunder shall apply only to System Advertisement schedules that run in standard definition feeds. If a high definition feed is not simulcast with the corresponding standard definition feed, then System Advertisements will not run at the same time in both feeds. CLIENT acknowledges and agrees that regardless of whether or not a high definition feed is simulcast with the corresponding standard definition feed, System Advertisements distributed in high definition feeds often are not able to be distributed in the same advertising zones as the corresponding Advertisements in the standard definition feed. Except as otherwise agreed by TWC in writing, distribution of System Advertisements in the standard definition feed as ordered by CLIENT shall satisfy TWC's obligations hereunder.

TWC 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 ARE NOT ADJUSTED FOR NON-INSERTION.

CLIENT also acknowledges and agrees that program names and schedules may change at any time due to alterations by the networks or other causes, and that TWC is not liable for any such changes.

7. RATINGS POINT PROJECTIONS

(a) If a projected number (a "Ratings Projection") of ratings points, as published by The Nielsen Company ("Nielsen"), is requested in writing by CLIENT and accepted by TWC with respect to any one or more Advertisements, then CLIENT hereby agrees that such Ratings Projection shall be deemed fulfilled if the total ratings points (as published by Nielsen) for the programs in which such Advertisements are inserted, achieve at least 90% of such Ratings Projection taken as a whole.

(b) If the total ratings points (as published by Nielsen) for such programs are less than 90% of such Ratings Projection, then at the written request of CLIENT received by TWC within 90 days after the last run date of the relevant contract flight, TWC will cause the appropriate Systems to distribute the relevant Advertisement(s) at a subsequent time (or times) until the total ratings points for such programs (as published by Nielsen) are at least 90% of such Ratings Projection.

(c) If at any time Nielsen ceases to publish ratings points for cable television programming generally, then the ratings point determination with respect to any applicable Ratings Projection shall be as determined and published by another entity acceptable to TWC that provides such ratings point information for cable television programming generally. If no entity acceptable to TWC publishes such information, then TWC's obligation to fulfill any Ratings Projection with respect

to this Agreement shall be null and void and TWC shall have no further obligations with respect thereto.

(d) If a projected number of ratings points is not requested in writing by CLIENT and accepted by TWC, then TWC's obligation to distribute Advertisements hereunder shall be limited to the schedule as ordered by CLIENT and accepted by TWC.

8. SUBSCRIBER COUNTS

(a) TWC makes no representations or warranties to CLIENT with respect to the number or composition of (i) subscribers to whom an Advertisement actually may be distributed, or (ii) users by whom an Advertisement may be viewed or accessed, as the case may be. The number and composition of subscribers or users to a System or other distribution platform is an estimate and will vary by network, type of video feed, programming tier or package, geographic areas and other circumstances, and may change at any time. In particular, TWC makes no representations or warranties to CLIENT with respect to the number or composition of subscribers to whom an Advertisement will be distributed when (i) viewed in a high definition feed or using any of TWC's "Enhanced TV" services, including without limitation Start Over, Look Back, Catch Up, Quick Clips or other similar services, or (ii) such distribution occurs via IPTV. The number of homes capable of accessing VOD and interactive Advertisements is also an estimate and may vary by the number of homes actually subscribing to or eligible for digital System service, IPTV and/or other factors.

(b) Notwithstanding anything to the contrary in this Agreement or in any other materials reviewed by CLIENT, the number of subscribers to which any System Advertisement shall be deemed distributed for purposes of this Agreement shall be the applicable standard definition Ad Insertable Universe Estimate for the applicable System, network tier and channel as of the distribution date of such Advertisement as determined by reference to the applicable Universe Estimate published by Nielsen. Under no circumstances shall TWC be liable to CLIENT in any way for any changes that may occur in the number or composition of subscribers to any System (or other distribution platform), network tier or channel during the term of this Agreement or otherwise.

(c) TWC may place System Advertisements on behalf of third party System operators under an advertising interconnect or other agreement in effect for all or part of a Designated Market Area ("Applicable DMA Territory"). In such event, TWC cannot guarantee that System Advertisements ordered by CLIENT will be distributed to all subscribers within the Applicable DMA Territory. CLIENT hereby agrees that an order shall be deemed fulfilled if a System Advertisement is distributed to at least 90% of the TWC insertable subscribers in the Applicable DMA Territory.

(d) **ADVERTISEMENTS MAY BE VIEWABLE ONLY IN A PORTION OF THE GEOGRAPHICAL AREA COVERED BY THE INTERCONNECT OR THE SYSTEM HEADEND. TWC MAY USE SEVERAL DIFFERENT ACCEPTED INDUSTRY STANDARDS FOR CALCULATING SUBSCRIBER NUMBERS AND TWC'S METHODS MAY DIFFER FROM THOSE USED BY OTHER SYSTEM OPERATORS.**

(e) With respect to Internet Advertisements, an order or campaign shall be deemed fulfilled and fully delivered if at least 90% of the ordered impressions were delivered. With respect to IPTV Advertisements, an order or campaign shall be deemed fulfilled and fully delivered if TWC's internal logs reflect that CLIENT's Advertisements were included in the applicable video feed at the designated point of measurement, as reasonably determined by TWC.

9. SCREEN VIEW AND INTERNET ISSUES

(a) The organization, format, structure or "look and feel" of any internet website, microsite, IPTV display, VOD navigation path or screen view used for distribution of Advertisements or interactive offers will vary by System location and/or hardware configuration. TWC reserves the right to redesign or modify at any time without notice any or all of the organization, format, structure or "look and feel" of any internet website, microsite, IPTV display, VOD navigation path or screen view used for distribution of Advertisements or interactive offers. In the event such modifications affect the placement of an Advertisement, TWC will attempt to notify CLIENT and work with CLIENT to display the advertisement in a comparable manner.

(b) In addition, Internet Advertisements, IPTV Advertisements, interactive advertisements, including but not limited to banners and overlays, and VOD or Viewer selected Advertisements are subject to, and TWC shall have no liability for, any website, network or platform downtime (regardless of cause), including without limitation downtime caused by (i) server failures or downtime, (ii) the telecommunications and/or network related equipment of TWC or its internet or other service providers, or (iii) the construction, installation, repair, maintenance, presence, use or removal of systems or equipment connected to or comprising the network or TWC's internet service or the applicable website.

(c) Except as otherwise agreed by TWC in writing, (i) placement and/or positioning of Internet Advertisements on any applicable websites shall be at the sole discretion of TWC, and (ii) placement and/or positioning of IPTV Advertisements on any applicable device also shall be at the sole discretion of TWC.

(d) CLIENT acknowledges and agrees that if a third party ad server is used to distribute an Internet Advertisement, TWC cannot control or guarantee the identity of the internet websites that will be used to distribute such Internet Advertisement.

(e) All Internet and/or IPTV Advertisement materials shall comply with TWC's applicable technical requirements. All programming codes and computer files are the property of TWC.

10. DELIVERABLE AND FULFILLMENT RELATED ISSUES

(a) To the extent that any of CLIENT'S Advertisements as ordered contemplate delivery of any other services or materials to end users or System subscribers, then additional

and separate fees, charges and Ad Content delivery and other requirements may apply. Except as otherwise agreed by TWC in writing, TWC shall not be liable to CLIENT under any circumstances for under or over delivery of any such other services or materials to end users or System subscribers.

(b) Further, if TWC, in its sole discretion, agrees in writing that any of CLIENT'S Advertisements as ordered may include delivery of services or materials to end users or System subscribers by a third party fulfillment house engaged by or on CLIENT's behalf (a "**Client Fulfillment House**"), TWC will make available to such Client Fulfillment House such Subscriber Information (as defined in Section 14(e) below) and other information (collectively, "**Fulfillment Information**") as TWC, in its sole discretion, deems to be reasonably appropriate in order for Client Fulfillment House to deliver such services or materials to such end users or System subscribers, so long as Client Fulfillment House has previously executed and delivered to TWC, and remains in compliance with all material terms of, a written third party fulfillment house agreement that is acceptable to TWC in its sole discretion (the "Client Fulfillment House Agreement").

(c) As between CLIENT and TWC, CLIENT shall be solely responsible for all costs, fees and expenses associated with any and all services or materials performed or provided by Client Fulfillment House, including without limitation pursuant to the Client Fulfillment House Agreement.

(d) Except as otherwise agreed by TWC in writing in a separate fulfillment services agreement or addendum, TWC provides no guarantees or assurances regarding availability, deliverability, accuracy or accessibility of mailing lists or addresses or any Fulfillment Information, the absence of mail carrier failures or delays, the performance of any Client Fulfillment House, or the timing or verification of fulfillments generally.

11. ADVERTISEMENT DATA; REPORTS

(a) TWC and/or any System may collect, retrieve, retain, analyze and store certain information and/or data relating to any one or more Advertisements or associated video or other content assets, including without limitation information or data with respect to numbers of views, viewing trends or durations, time shifting or "Enhanced TV" usage statistics, impressions, clicks or any other information or data reflecting the success, performance, response rates or patterns of subscriber behavior relating to System, VOD, IPTV, Internet, interactive or other Advertisements or associated video or other content assets of any kind (collectively, "**Advertisement Data**").

(b) Except as otherwise agreed by TWC in writing, TWC shall have no obligation to provide CLIENT with any reports or data of any kind relating to any one or more Advertisements, including without limitation any Advertisement Data.

(c) If for any reason TWC does provide CLIENT with any Advertisement Data, such Advertisement Data shall constitute Confidential Information of TWC and shall be subject to Section 14 below. In addition, CLIENT shall not (i) combine any Advertisement Data received by it with any other data or information, or (ii) use such Advertisement Data for any purpose other than the evaluation of CLIENT's advertising campaign on TWC's Systems.

(d) If a third party ad server is used to distribute an Internet Advertisement, CLIENT agrees that the traffic and impressions reporting provided by TWC (and not that of such third party ad server) shall control with respect to TWC's obligations hereunder, including without limitation determinations of any billing thresholds.

12. INDEMNIFICATION; LIMITATION OF LIABILITIES

(a) CLIENT shall, to the fullest extent permitted by law, indemnify, defend and hold TWC harmless from and against any and all liability (including without limitation costs and reasonable attorneys' fees) arising out of (i) the breach by CLIENT of any representation, warranty or covenant made by it hereunder, including but not limited to the failure to make timely payment to TWC, (ii) the distribution of any Advertisement and/or Ad Content or other materials provided by or on behalf of CLIENT, including, without limitation, any Advertisement and/or Ad Content or other material that infringes, misappropriates or violates the IP Rights of any third party, violates applicable law or regulations, or gives rise to any claim or cause of action or results in actual damages or losses, (iii) the breach by a Client Fulfillment House of an applicable Client Fulfillment House Agreement, and (iv) the performance of any services or delivery of any materials by a Client Fulfillment House on CLIENT's behalf, pursuant to a Client Fulfillment House Agreement or otherwise.

(b) CLIENT further agrees, to the fullest extent permitted by law, to indemnify, defend and hold TWC harmless from and against all liabilities by reason of any claims, suits or proceedings arising out of any Internet Advertisement provided by or on behalf of CLIENT that contains links to third party websites, or otherwise results in end user exposure to any virus, worm or "Trojan Horse" or other contaminating or destructive features, materials or information.

(c) **IN NO EVENT SHALL TWC 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 AGREEMENT OR BE SUBJECT TO EQUITABLE REMEDIES OR INJUNCTIVE RELIEF.**

(d) Notwithstanding anything in this Agreement to the contrary, the sole remedies available to CLIENT for any claims arising out of (i) a breach of this Agreement by TWC or any System, (ii) the negotiation or performance of this Agreement by TWC or any System, or (iii) the distribution by TWC or any System of any Advertisement or Ad Content provided by or on behalf of CLIENT shall be (Y) substitute distribution of such Advertisement, Ad Content or related material at a subsequent time in the same or a comparable manner or class of air time; or (Z) a corresponding credit for subsequent distribution of Advertisements on the applicable TWC Systems or platform.

(e) The provisions of this Section 12 shall survive any cancellation or termination of this Agreement.

13. REPRESENTATIONS AND WARRANTIES

(a) If CLIENT is an agency or time-buying service acting on behalf of an advertiser and/or agency (or both, as the case may be), then such agency or time-buying service, as the case may be, hereby represents, warrants and covenants that it has the authority from such advertiser and/or agency (or both, as the case may be) to enter into this Agreement and to otherwise act as agent for such advertiser and/or agency (or both, as the case may be) for all purposes hereof.

(b) CLIENT further represents, warrants and covenants that with respect to all Advertisements and Ad Content placed by or on its behalf for distribution hereunder, including without limitation on any System, using IPTV or over the internet: (i) it shall be responsible, at its sole expense, for securing, and has secured, all rights, licenses, releases and consents required in connection with such distribution on the Systems or via such other distribution method or platform, including, but not limited to, copyright performance and music synchronization rights (including without limitation through to the viewer music performance rights) with regard to all Advertisement materials including, but not limited to video, audio, script, talent and other materials; (ii) the Advertisements are truthful and not misleading and CLIENT has a reasonable basis for all claims made within the Advertisements and possesses appropriate documentation to substantiate such claims; (iii) no Advertisements are or will be illegal, libelous, slanderous or defamatory; (iv) all Advertisements will be appropriate for family viewing under local community standards; (v) no Advertisement violates any federal or state law, statute or regulation; (vi) no Internet Advertisement contains any virus, trap, time bomb, bot or other software routine or computer instructions that could modify, destroy, transmit, disable or otherwise damage or permit unauthorized access to or transmissions from or of end user or TWC computer systems, software or data; (vii) no Ad Content violates or infringes or will violate or infringe the rights of any person, including without limitation copyrights, music synchronization or performance rights, dramatic or non-dramatic music rights, trademark or tradename rights, patent rights or any other literary, dramatic or music performance rights or rights of privacy or publicity (collectively, "IP Rights"); (viii) any collection or use of data arising from or in connection with any Advertisement is done in compliance with CLIENT'S privacy policy; and (ix) all Advertisements comply with all network, carrier and TWC guidelines.

(c) Without limiting any other right or remedy that TWC may have under this Agreement, at law or in equity, and in addition to its other termination rights as set forth in this Agreement, TWC may terminate this Agreement and/or immediately cease distribution of any Advertisement if any of the foregoing representations are breached or if TWC has substantial reason to believe such representations have been breached.

(d) TWC makes no representation as to, and shall not be liable in any way for, the accuracy of or information included in, or the results generated by, any Advertisement, Ad Content or other material provided by or on behalf of CLIENT.

(e) TWC also makes no representations, warranties or guarantees of any kind, either express or implied with respect to the functionality or performance of any Internet, IPTV, VOD or interactive Advertisement, 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 generality of the foregoing, TWC specifically does not warrant or guarantee (i) a minimum number of end users or System subscribers that will actually view, initiate or have access to any IPTV, VOD or interactive Advertisement; or (ii) that any IPTV, VOD or interactive Advertisement or distribution platform or the operation thereof (A) will meet CLIENT's requirements; (B) will be uninterrupted, or (C) will be continuously available to all applicable end users or System subscribers at the same time.

(f) TWC does not warrant or guarantee end user, System subscriber or customer response rates, the ability to convert responses into sales, or the profile or demographics of any end user, System subscriber or customer who may respond to an Advertisement.

14. CONFIDENTIAL INFORMATION

(a) CLIENT agrees that (i) it will keep all Confidential Information received or obtained from TWC in connection with any Advertisement distributed hereunder, whether on a System or otherwise, completely confidential and will not disclose any such Confidential Information to any third party, even on an anonymized, combined or aggregated basis, unless such disclosure is specifically authorized by TWC in writing, and (ii) it will not use such Confidential Information for any purpose other than its performance of this Agreement. Confidential Information of TWC received by CLIENT hereunder shall not be disclosed to any individual serving as an employee of, or as consultant, advisor or independent contractor to CLIENT, unless such individual has a need to know such information within the scope and performance of such individual's ordinary course job responsibilities.

(b) **"Confidential Information"** of TWC shall include all information or material that a reasonable person would consider to be confidential under the circumstances, regardless of whether such information or material is actually marked "Confidential." TWC's Confidential Information shall include, but shall not be limited to, the financial terms of this Agreement and the rates to be paid by CLIENT hereunder, Subscriber Information (as defined in Section 14(e) below), Fulfillment Information, and all Advertisement Data. Confidential Information shall not include any information that (i) at the time of disclosure or thereafter is generally available to the public (other than as a result of a wrongful disclosure directly or indirectly by CLIENT or its representatives), (ii) was or becomes available to CLIENT from a source other than TWC, provided that such source is not directly or indirectly bound by an obligation of confidentiality to TWC, or (iii) is independently developed by CLIENT without violating any of its obligations under this Agreement.

(c) CLIENT shall exercise the same degree of care to protect TWC's Confidential Information as CLIENT exercises with respect to CLIENT's own confidential information of a similar nature, which shall in no event be less than reasonable care. CLIENT also shall use and maintain appropriate security measures to protect TWC's Confidential Information, which are at least as stringent as those measure CLIENT uses to protect its own confidential information of a similar nature.

(d) Notwithstanding the foregoing, (i) if CLIENT is an agency or time-buying service acting on behalf of an advertiser and/or agency (or both, as the case may be), then CLIENT may disclose Confidential Information to such advertiser and/or agency on a need-to-know basis and such advertiser and/or agency also shall be subject to all of the requirements of this Section 14 with respect to the Confidential Information so disclosed; and (ii) CLIENT may use and disclose Confidential Information (A) once it has become publicly disclosed (other than by CLIENT in breach of its obligations hereunder), and (B) to the extent that CLIENT may be compelled by applicable law to do so and is so advised by legal counsel.

(e) For purposes of this Agreement, "Subscriber Information" shall include, without limitation, name, address, telephone numbers, social security numbers, PIN number, credit card or bank account numbers, email addresses, billing addresses, Media Access Control (MAC) addresses, Internet Protocol (IP) addresses or any other information that specifically mentions or refers to a TWC subscriber or constitutes personally identifiable subscriber information. To the extent that CLIENT receives Subscriber Information from or about any internet website, IPTV, VOD or interactive advertising users or System subscribers (collectively, "TWC Customers"), CLIENT acknowledges and agrees that (a) it shall use such Subscriber Information only for the express purpose of a one-time solicitation with respect to the specific product or service that was originally advertised in the Advertisement that generated such Subscriber Information (the **"Advertised Product"**), (b) it shall purge the Subscriber Information from its or any third parties customer list, mailing list or similar customer database after the use of such Subscriber Information pursuant to clause (a) above, (c) without the express written permission of TWC, it shall not contact any TWC Customers through any means of communication including, without limitation, by telephone or email or make any solicitations through any means of communications, including but not limited to telephone or email solicitations of the Advertised Product or any other product to any TWC Customers, and (d) it shall not use such Subscriber Information for any purpose other than that set forth in clause (a) above, including without limitation (i) offering, soliciting or contacting TWC Customers with respect to products or services other than the Advertised Product, (ii) including the Subscriber Information on any CLIENT or third party mailing list after the initial direct mail solicitation permitted in clause (a) above, (iii) offering, soliciting or contacting TWC Customers using methods other than direct mailings, including without limitation mass mailings, telephone solicitations or electronic mailings and (iv) selling, sharing, leasing or otherwise disclosing or disseminating Subscriber Information to any third parties for any purpose that is not directly related to the sale of the Advertised Product, as well as the inclusion of Subscriber Information on any third party mailing list or customer list.

(f) CLIENT hereby agrees to (i) comply with all applicable privacy laws; (ii) display its privacy policy in a readily accessible and conspicuous location; and (iii) take reasonable steps to enable third parties to access CLIENT'S privacy policy.

(g) Except with the prior written consent of TWC, which shall not be unreasonably withheld, CLIENT shall not, nor shall it permit any of its affiliates to, issue any press release or make any other public announcement or any oral or written statements concerning the terms of this Agreement (other than its existence) or the transactions contemplated hereby, except as required by applicable law.

(h) In addition, CLIENT hereby consents to TWC's disclosure of billing information, air time, rates and any other information to any third party directly related to the relevant Advertisement, including without limitation disclosure of TWC's rates and the terms of this Agreement to agency clients.

15. CLIENT/AGENCY/SERVICE

(a) Notwithstanding anything herein to the contrary (or the party to which any invoice may be rendered hereunder), if CLIENT is an agency or time-buying service acting on behalf of an advertiser and/or agency (or both, as the case may be), then all obligations of CLIENT hereunder, including without limitation the obligations of CLIENT pursuant to Sections 1, 4, 11, 12, 13, 14 and 16, shall be the joint and several obligations of such time-buying service, agency and advertiser, as the case may be.

(b) Failure of an agency or time-buying service to receive adequate funds from an advertiser or client does not relieve such agency or time-buying service from the obligation to timely pay all amounts due to TWC hereunder. Similarly, payment by an advertiser to its agency or time-buying service, as the case may be, or payment by an agency to a time-buying service, shall not constitute or otherwise excuse full and timely payment of all amounts due to TWC hereunder.

16. GENERAL

(a) This Agreement is subject to the terms and conditions of all licenses held by TWC or any System, and to all federal, state and municipal laws now in force or hereafter enacted, including without limitation the rules, regulations, orders, decision and policies of the Federal Communications Commission.

(b) Unless otherwise expressly agreed in writing by TWC, all production materials, creative copy, work products, concepts, ideas or intellectual property rights of any kind that may be provided to CLIENT by TWC shall be and remain the exclusive property of TWC.

(c) TWC shall have no obligation to recognize any agency or other commission that TWC deems does not conform to customary industry standards and practices.