10/14/2016 10:57AM
Est # 1101596
Detroit Oct15 C-DMA Nielsen Live+SD

COMCAST SPOTLIGHT

Client: CTE Andy Meisner - Oakland County
Treasurer
Buyer:
Advertiser:
Product:
Sched Dates: 10/17/16 - 10/30/16
Lengths: 30
Dayparts: PS ; TE

Network	Daypart	Program	Start Date	End Date	Unit Dur	Avg Units/Wk	Active Weeks	Rate	Total Units	Cost
4063, Bham-Southfld MI U-verse										
BTMI										
	Sa 3:30p-6:30p	UofM v Illinois	10/22/16	10/22/16	30	1	1	$155.00	1	$155.00
	Sa 7:30p-10:30p	MSU v Maryland	10/22/16	10/22/16	30	1	1	$155.00	1	$155.00
CNN										
	M-Su 6a-9a	AVG. ALL WKS<		11/7/16	30	11	2	$6.00	22	$132.00
	M-Su 7p-10p	AVG. ALL WKS<		11/7/16	30	11	2	$7.00	22	$154.00
FXNC										
	M-Su 6a-9a	VARIOUS		11/7/16	30	3	2	$8.00	6	$48.00
	M-Su 7p-10p	VARIOUS		11/7/16	30	3	2	$10.00	6	$60.00
							Totals		58	$704.00
3086, Birmingham										
BTMI										
	Sa 3:30p-6:30p	UofM v Illinois	10/22/16	10/22/16	30	1	1	$180.00	1	$180.00
	Sa 7:30p-10:30p	MSU v Maryland	10/22/16	10/22/16	30	1	1	$180.00	1	$180.00
CNN										
	M-Su 6a-9a	AVG. ALL WKS<		11/7/16	30	11	2	$12.00	22	$264.00
	M-Su 7p-10p	AVG. ALL WKS<		11/7/16	30	11	2	$18.00	22	$396.00
FXNC										
	M-Su 6a-9a	VARIOUS		11/7/16	30	3	2	$24.00	6	$144.00

Network	Daypart	Program	Start Date	End Date	Unit Dur	Avg Units/Wk	Active Weeks	Rate	Total Units	Cost
FOX NEWS	M-Su 7p-10p	VARIOUS		11/7/16	30	3	2	$43.00	6	$258.00
							Totals		58	$1,422.00
0269, Lapeer/Oxford										
CNN										
CNN	M-Su 6a-9a	AVG. ALL WKS<		11/7/16	30	11	2	$10.00	22	$220.00
	M-Su 7p-10p	AVG. ALL WKS<		11/7/16	30	11	2	$15.00	22	$330.00
FXNC										
FOX NEWS	M-Su 6a-9a	VARIOUS		11/7/16	30	3	2	$20.00	6	$120.00
	M-Su 7p-10p	VARIOUS		11/7/16	30	3	2	$31.00	6	$186.00
							Totals		56	$856.00
1696, Oakland Co MI WOW										
BTMI										
BTN	Sa 3:30p-6:30p	UofM v Illinois	10/22/16	10/22/16	30	1	1	$222.00	1	$222.00
CNN										
CNN	M-Su 6a-9a	AVG. ALL WKS<		11/7/16	30	11	2	$14.00	22	$308.00
	M-Su 7p-10p	AVG. ALL WKS<		11/7/16	30	11	2	$17.00	22	$374.00
FXNC										
FOX NEWS	M-Su 6a-9a	VARIOUS		11/7/16	30	4	2	$33.00	8	$264.00
	M-Su 7p-10p	VARIOUS		11/7/16	30	4	2	$40.00	8	$320.00
							Totals		61	$1,488.00
0854, Pontiac										
CNN										
	M-Su 6a-9a	AVG. ALL WKS<		11/7/16	30	11	2	$22.00	22	$484.00
	M-Su 7p-10p	AVG. ALL WKS<		11/7/16	30	11	2	$27.00	22	$594.00

Network	Daypart	Program	Start Date	End Date	Unit Dur	Avg Units/Wk	Active Weeks	Rate	Total Units	Cost
FXNC										
	M-Su 6a-9a	VARIOUS		11/7/16	30	2	2	$45.00	4	$180.00
	M-Su 7p-10p	VARIOUS		11/7/16	30	2	2	$56.00	4	$224.00
							Totals		52	$1,482.00
4075, Pontiac-Oxford MI U-verse										
CNN										
	M-Su 6a-9a	AVG. ALL WKS<		11/7/16	30	12	2	$4.00	24	$96.00
	M-Su 7p-10p	AVG. ALL WKS<		11/7/16	30	12	2	$5.00	24	$120.00
FXNC										
	M-Su 6a-9a	VARIOUS		11/7/16	30	5	2	$6.00	10	$60.00
	M-Su 7p-10p	VARIOUS		11/7/16	30	5	2	$7.00	10	$70.00
							Totals		68	$346.00
3083, Royal Oak										
CNN										
	M-Su 6a-9a	AVG. ALL WKS<		11/7/16	30	11	2	$26.00	22	$572.00
	M-Su 7p-10p	AVG. ALL WKS<		11/7/16	30	11	2	$40.00	22	$880.00
FXNC										
	M-Su 6a-9a	VARIOUS		11/7/16	30	3	2	$45.00	6	$270.00
	M-Su 7p-10p	VARIOUS		11/7/16	30	2	2	$56.00	4	$224.00
							Totals		54	$1,946.00
4076, Royal Oak MI U-verse										
BTMI										
	Sa 3:30p-6:30p	UofM v Illinois		10/22/16	30	1	1	$118.00	1	$118.00

Network	Daypart	Program	Start Date	End Date	Unit Dur	Avg Units/Wk	Active Weeks	Rate	Total Units	Cost
CNN										
	M-Su 6a-9a	AVG. ALL WKS<		11/7/16	30	12	2	$6.00	23	$138.00
	M-Su 7p-10p	AVG. ALL WKS<		11/7/16	30	11	2	$7.00	21	$147.00
FXNC										
	M-Su 6a-9a	VARIOUS		11/7/16	30	3	2	$8.00	6	$48.00
	M-Su 7p-10p	VARIOUS		11/7/16	30	3	2	$10.00	6	$60.00
							Totals		57	$511.00
2948, Southfield										
CNN										
	M-Su 6a-9a	AVG. ALL WKS<		11/7/16	30	11	2	$18.00	22	$396.00
	M-Su 7p-10p	AVG. ALL WKS<		11/7/16	30	11	2	$28.00	22	$616.00
FXNC										
	M-Su 6a-9a	VARIOUS		11/7/16	30	3	2	$43.00	6	$258.00
	M-Su 7p-10p	VARIOUS		11/7/16	30	3	2	$65.00	6	$390.00
							Totals		56	$1,660.00
3084, Walled Lake										
CNN										
	M-Su 6a-9a	NEW DAY<			30	11	2	$14.00	22	$308.00
	M-Su 7p-10p	VARIOUS			30	11	2	$22.00	22	$484.00
FXNC										
	M-Su 6a-9a	FOX AND FRIEND<			30	3	2	$37.00	6	$222.00
	M-Su 7p-10p	VARIOUS			30	3	2	$56.00	6	$336.00

Network	Daypart	Program	Start Date	End Date	Unit Dur	Avg Units/Wk	Active Weeks	Rate	Total Units	Cost
							Totals		58	$1,350.00
							Grand Totals		576	$11,765.00

This report has been prepared using STRATA NuMath research.
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Adjustments: Network Insertability and Network Carriage have been factored into calculations.
Detroit Oct15 C-DMA Nielsen Live+SD
Cable Zones: AT&T U-verse, Bham-Southfld MI U-verse
Detroit Oct15 C-DMA Nielsen Live+SD
Cable Zones: Comcast Spotlight, Birmingham
Detroit Oct15 C-DMA Nielsen Live+SD
Cable Zones: Spectrum Reach, Lapeer/Oxford
Detroit Oct15 C-DMA Nielsen Live+SD
Cable Zones: WOW, Oakland Co MI WOW
Detroit Oct15 C-DMA Nielsen Live+SD
Cable Zones: Comcast Spotlight, Pontiac
Detroit Oct15 C-DMA Nielsen Live+SD
Cable Zones: AT&T U-verse, Pontiac-Oxford MI U-verse
Detroit Oct15 C-DMA Nielsen Live+SD
Cable Zones: Comcast Spotlight, Royal Oak
Detroit Oct15 C-DMA Nielsen Live+SD
Cable Zones: AT&T U-verse, Royal Oak MI U-verse
Detroit Oct15 C-DMA Nielsen Live+SD
Cable Zones: Comcast Spotlight, Southfield
Detroit Oct15 C-DMA Nielsen Live+SD
Cable Zones: Comcast Spotlight, Walled Lake

Detroit Oct15 C-DMA Nielsen Live+SD
BTMI: unrated station

Advertiser Terms and Conditions

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

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

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

3. REJECTION AND TERMINATION
(a) Comcast reserves the right to reject, cancel, or suspend any Ad or IO at any time, for any reason whatsoever. Comcast reserves the right to immediately cancel this Contract at any time upon notice, whether oral or in writing, (i) upon default by Advertiser in the payment of invoices, (ii) for any other material breach of the terms hereof, (iii) if Comcast determines that Ad(s) or Ad Materials fail to meet Comcast, network, or carrier content guidelines, (iv) if Ad(s) or Ad Materials violate any domestic and international federal, state or local law, rule or regulation ("Laws") or (v) if Ad(s) or Ad Materials contain material that violates the rights of a third party. Upon cancellation, all charges for the distribution of Ads completed hereunder and not paid shall become immediately due and payable. (b) Advertiser may cancel the distribution of Spot Cable Ads of 60 seconds' or less duration upon 14 days' prior written notice to Comcast, effective no earlier than 14 days after the commencement of distribution of Ads under this Contract. Advertiser may cancel the distribution of Spot Cable Ads of more than 60 seconds' duration upon 28 days' prior written notice to Comcast, effective no earlier than 28 days after the first date of distribution under this Contract. Advertiser may cancel the distribution of Ads on VOD, iGuide, or an interactive platform upon 14 days' prior written notice to Comcast, effective no earlier than 14 days after the commencement of distribution under this Contract. Advertiser may cancel the distribution of Ads on Covered Sites if Comcast is in material breach of its obligations hereunder and fails to cure such breach within 10 days of Advertiser's written notice, except as otherwise stated in this Contract with regard to specific breaches. This paragraph notwithstanding, Advertiser may not cancel an IO that is accepted on a non-cancellable basis. (c) If Advertiser cancels this Contract or an IO, or if Comcast cancels this Contract or an IO for cause due to a breach by Advertiser, all discounts shall be void and rates on the then-current rate card will apply to any Ads distributed after the notice date of such termination through the effective date of cancellation. If Comcast cancels this Contract other than for cause due to a breach by Advertiser, Advertiser shall have the benefit of the same discounts that it would have earned had it been allowed to complete this Contract. (d) If Advertiser cancels any special promotion, contest, sponsorship, sweepstakes or other service provided to Advertiser by Comcast or Comcast Affiliates, at Comcast's sole discretion, any related discounts for Ads shall be void and rates on the current rate card shall apply to all Ads distributed after the notice date of such termination through the effective date of cancellation.

4. AD MATERIALS
(a) Unless otherwise noted on the IO, Advertiser shall provide all materials for Ads, including without limitation artwork, copy, active URLs, and scheduling instructions ("Ad Materials") to Comcast in compliance with generally accepted standards of good practice and in accordance with specifications required by Comcast. Comcast reserves the right to reject, edit, digitize, cut, edit, alter, reformat, reclassify, modify, and/or compress the Ad Materials and to transmit such Ad Materials in their edited, digitized modified, altered, or compressed form for distribution. Advertiser acknowledges that non-center-cut safe HD Ads may lose information displayed in the edges of a Ad. Advertiser shall pay all expenses incurred in connection with the delivery of Ad Materials to Comcast, and with the return to Advertiser, if such return is directed on the IO or is otherwise requested by Advertiser. If Advertiser fails to deliver Ad Materials to Comcast by the respective deadline set by the relevant Comcast market, Comcast will use reasonable efforts to distribute Ads despite late delivery, but shall not be liable for the failure to distribute Ads. Notwithstanding the foregoing, if Advertiser delivers Ad Materials late, Comcast may bill Advertiser for the media purchased pursuant to the IO. (b) Notwithstanding anything in this Contract to the contrary, Ad Materials provided by Advertiser are subject to Comcast approval and network/carrier restrictions and guidelines, including standards and practices and consumer protection statutes. Comcast retains a continuing right to reject or withdraw Ad Materials submitted by Advertiser, including but not limited to, the right to reject or withdraw for unsatisfactory technical quality, objectionable or unlawful content, incorrect price or other incorrect or inaccurate information, or in the case of interactive platform Ads, for unlawful collection or use of personally identifiable information ("PII" as defined below) as determined by Comcast in its sole discretion. If any Ad or Ad Materials are deemed unsatisfactory hereunder, Comcast shall notify Advertiser, and unless Advertiser furnishes satisfactory material in a sufficient amount of time in advance of distribution as determined by Comcast, Comcast may bill Advertiser for the time reserved on the IO. (c) **Regarding Covered Sites**, if a third party Ad Server is specifically identified in an IO, Advertiser may serve Ads through such third party ad serving system, it being agreed and acknowledged that the traffic and impressions reporting provided by Comcast shall control with respect to Comcast's obligations under this Agreement. Comcast may discontinue display of Ads if the total number of impressions for such specified display period is reached prior to the end of the scheduled display stop date. A campaign is considered fully delivered if at least 95% of the impressions were run. If there is a shortfall in delivery of impressions of more than 5% at the end of any specified period, Comcast will provide, as Advertiser's sole remedy, "make good" impressions through comparable placements, to be delivered no later than 60 days following the applicable scheduled display stop date. (d) Advertiser acknowledges that other content, tools or information provided by Comcast or third parties may appear on the screen over the Ad or Ad Materials, including, without limitation, (i) navigational content appearing during processes such as program selection, ordering and playback, (ii) Emergency Alert System information that the Systems are obligated by law to display, and (iii) any content, tools or information that a publisher or viewer could cause to be displayed on the television screen through interactive media or otherwise. Comcast and Comcast Affiliates may copy and store the Ad during the distribution thereof as Comcast deems appropriate to optimize the performance of Comcast content distribution on the Systems.

5. RATES AND CHARGES
(a) Comcast reserves the right to increase its rates at any time. (b) Advertiser may contract for distribution of Ads of various lengths subject to Comcast's rate card and only with prior Comcast approval. (c) Spot Cable Ads contracted for distribution on an interconnect basis will be billed after such Ads have been distributed to 90% of the subscribers within the applicable interconnect capable of receiving the applicable schedule in standard definition. Ads distributed on other platforms will be billed no later than the end of the month following the month in which such distribution occurs,

regardless of whether or not the applicable campaign has completed. To the extent that incremental costs become due with respect to text message Ads sold at a flat or package rate (prepaid), such incremental charges will be billed during the month in which such costs are due. (d) Advertiser will pay all non-recoverable out-of-pocket costs expenses incurred in connection with any Ads, promotion, content, sweepstakes or other service provided to Advertiser by Comcast or Comcast Affiliates. (e) Comcast may invoice Ads distributed on interactive platforms based on performance data ("Performance Data") provided by a third party, as specified in the IO. Comcast specifically disclaims and makes no representations or warranties of any kind, express or implied regarding the Performance Data.

6. FORCE MAJEURE

(a) If Comcast fails to distribute Cable Spot or VOD Ad(s) as specified on an IO, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, mechanical or electronic breakdowns, or any reason other than Advertiser's failure to deliver Ad Materials by respective deadline ("Force Majeure Event"), Comcast shall, in its sole discretion, offer Advertiser (i) comparable commercial announcement time on a substitute basis, or (ii) a reduction in the time charges equal to the amount of money proportionally assignable to such Ads not distributed. (b) If Comcast fails to distribute Ads on Covered Sites as specified on an IO, due a Force Majeure Event, Comcast shall, in its sole discretion, offer Advertiser a pro rata reduction in the space, time and/or program charges hereunder in the amount of money assigned to the space, time and/or program charges at time of purchase.

7. INTERACTIVE PLATFORMS

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

8. INDEMNIFICATION

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

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

9. WARRANTIES

(a) Advertiser represents and warrants that (i) Advertiser has the right to enter into this Contract or Ad Representative has the power and all authorizations necessary to conclude this Contract for and on behalf of the Advertiser; (ii) Advertiser has all necessary licenses and clearances to use the content contained in Ads and Ads do not violate any federal or state law, statute, or regulation; (iii) Ads are not defamatory, libelous, pornographic, obscene or otherwise unlawful; (iv) Advertiser has the sole right, title, and interest, or that Advertiser has written permission, to make use of the name, logos and trademarks of the entity under which Advertiser advertises and does business; (v) Advertiser has a reasonable basis for all claims made within the Ads, possesses appropriate documentation to substantiate such claims and shall fulfill all commitments made in its campaigns, and that all product information it provides is truthful, accurate, and complete, and is not misleading in any way; (vi) any (A) data provided by Advertiser, Ad Representative or their respective service providers has been collected in accordance with all Laws, and the use of such data by Comcast will not violate any Laws or the rights of any third parties. and (B) the collection or use of data arising from the advertisement is done in compliance with Advertiser's privacy policy, applicable Law and any applicable industry self-regulatory principles or rules that may be applicable to Advertiser; (vii) all Ads comply applicable network, carrier and Comcast guidelines; (viii) Advertiser shall not use Comcast's short code or keywords except as permitted by Comcast in connection with the applicable IO; (ix) all Ads are free of viruses, bombs, bots and other computer routines that may damage or expropriate any Comcast data or system; (x) neither Advertiser nor Ad Representative shall use or retain any data collected through the Covered Sites or interactive platforms or otherwise received from Comcast except as necessary for delivery (for clarification, the foregoing precludes, among other things, Advertiser from re-targeting or remarketing covered site users on other websites); (xi) Advertiser shall not use the Ads to place any Flash local shared objects or other types of client-side storage on the computer of a covered site user, except for HTTP cookies, and (xii) Advertiser shall comply with all Laws in connection with its receipt and use of Comcast information and exercise of its rights under this Contract. (b) Comcast and Comcast Affiliates hereby disclaim any and all warranties, including, without limitation, any warranties of merchantability, fitness for a particular purpose, or other warranties arising by usage of trade, course of dealings, or course of performance. Without limiting the foregoing, Comcast specifically disclaims any warranties relating to the effectiveness of any Ads distributed pursuant to this Contract and do not guarantee any financial benefits to Advertiser by virtue of distributing Advertiser's Ads, and all reports and data provided by Comcast hereunder or pursuant to any IO are provided 'as-is'

without any warranties or representations of any kind. Comcast does not warrant or guarantee customer response rates or the ability to convert responses into sales. Comcast does not warrant or guarantee the profile or demographics of a respondent.

10. CONFIDENTIAL INFORMATION

Comcast and Advertiser each agree to take commercially reasonable steps to protect all "Confidential or Proprietary Information" provided by one party to the other or obtained in the performance of this Contract, and not to publish or disclose the other party's Confidential or Proprietary Information to any third party without the other's written permission. Advertiser will identify its Confidential or Proprietary Information in writing to Comcast within 14 days of disclosure. Comcast's Confidential or Proprietary Information shall include all information that Advertiser should reasonably understand because of legends or other markings, the circumstances of disclosure, or the information itself, to be proprietary and confidential to the disclosing party regardless of whether such information is marked "Confidential." Comcast and Advertiser both agree to use the Confidential and Proprietary Information solely for the purposes of performance under this Contract and shall confine the knowledge of such Confidential or Proprietary Information only to its employees, agencies and other representatives requiring such knowledge and use in the ordinary course and scope of their jobs. However, the receiving party may use or disclose information that is or becomes publicly available through no act of the receiving party, is already lawfully in its possession, is required to be disclosed by law, is independently developed by it, or is lawfully obtained from third parties. Advertiser shall not issue any press releases relating to this Contract. Comcast's rates, personally identifiable information ("PII") of Comcast's subscribers and all VOD enabled subscriber numbers or amounts, and all response rates and other patterns of customer behavior associated with interactive Ads constitute "Confidential or Proprietary Information" pursuant to this paragraph. To the extent Advertiser receives PII from or about Comcast's subscribers, respondents to interactive functionality in Ads, VOD users or the numbers of VOD enabled subscribers through the performance of its obligations under this Contract, Advertiser will use such information solely for purposes of responding to or fulfilling the specific customer-initiated transaction (i.e., customer request for information) through which such information was obtained. As between Comcast and the Advertiser, all PII and VOD enabled subscriber numbers, any data (including that data contained in any reports provided by Comcast) and used pursuant to an IO, or gathered or collected during delivery of an Ad that identifies or allows identification of any subscriber, or any content, context, or users of the foregoing, and any information entered or provided by users of any Covered Sites or subscribers are and shall remain the exclusive property of Comcast (and be deemed its Confidential or Proprietary Information) and Advertiser shall not acquire any right, title or interest therein. Advertiser shall not retain, use, or disclose such PII, VOD enabled subscriber numbers, data or other Confidential or Proprietary Information for any other purpose unless it receives the customer's separate prior written or electronic consent to do so. Advertiser agrees to display its privacy policy in a readily accessible and conspicuous location and to take reasonable steps to enable customers to access Advertiser's privacy policy. Advertiser agrees to comply with all applicable privacy laws.

11. GENERAL; DISCLAIMERS

(a) Comcast's obligations hereunder are subject to all Laws and applicable network and carrier guidelines, now enforced or hereafter enacted. (b) This Contract, including the rights under it, may not be resold, assigned or transferred by Advertiser without first obtaining the written consent of Comcast; nor may Comcast be required to distribute the Ads hereunder for the benefit of any advertiser other than the party named on the IO. Any resale, assignment or transfer prohibited hereunder shall be null and void. Failure of Comcast or Advertiser to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision. (c) Comcast shall exercise normal precautions in handling property and mail, but assumes no liability for loss or damage to Ad Materials and other property furnished by Advertiser or Ad Representative hereunder. Comcast will not accept or process mail, correspondence, or telephone calls in connection with distribution of Ads hereunder, except as expressly provided under any fulfillment services contract or attachment signed by the parties. (d) All production materials provided by Comcast and used in program and Ads are and remain the exclusive property of Comcast unless specifically noted on the IO or in a contract for production services between Comcast and Advertiser. (e) Comcast shall only recognize agency commissions that conform to industry standards and practices, and shall have no obligation to pay such commissions. (f) Audience estimates provided are prorated market-level impressions, adjusted based on each network's ad-insertable households by Syscode. Syscode level Ad-Insertable Universe Estimates (AIUEs) for each network are based on quarterly Nielsen Universe Estimates, and adjusted by the percentage of total system subscribers capable of receiving advertisements. In cases where Nielsen does not provide Universe Estimates for the ad-delivery mechanism of a Multichannel Video Programming Distributor (MVPD), publicly disclosed subscriber counts will be used. In situations where High Definition and Standard Definition programming are simulcast, no further audience adjustments are made should simultaneous HD/SD ad-insertion be unavailable for a network on a given Syscode. The information provided will be periodically updated by Comcast. For more information please contact your Advertising Sales Executive. (g) Any ratings and impressions estimates provided by Comcast are based on data provided by a third party and are for informational purposes only. Comcast specifically disclaims and makes no representations and warranties of any kind, expressed or implied regarding ratings and impressions estimates. Comcast's spot and clearance information provided during a broadcast month is preliminary, and may vary from final affidavits. Advertiser will be billed and will be required to pay for Ads based on final affidavits. (h) This Contract contains the entire agreement between the parties relating to the subject matter hereof, and no change or modification of any of its provisions shall be effective unless made in writing and signed by both parties, except that no change(s) or modification(s) can be made in any IO or advertising schedule under any circumstances. Advertiser acknowledges and agrees that any entity that distributes an Ad sold by Comcast hereunder shall be a third party beneficiary of this Contract and entitled to enforce rights granted to Comcast hereunder directly against Advertiser. (i) This Contract shall be interpreted, governed and construed in accordance with the laws of the State of New York without regard to its principles governing conflicts of law. All disputes, controversies or claims that relate in any way to this Contract, except collection proceedings brought by Comcast or a collection agency designated by Comcast related to fees owed by Advertiser to Comcast, will be resolved by arbitration in Philadelphia, PA, in accordance with the Commercial Arbitration Rules of this American Arbitration Association. The award by the arbitrators shall be final, and may be enforced in any court having jurisdiction. Further, no action, regardless of form, arising out of or relating to the transactions under this Contract, may be brought by Advertiser more than 120 days after the occurrence giving rise to such action. (j) Nothing in this Contract shall constitute a partnership or joint venture between the parties or constitute either Advertiser or Comcast as agent of the other for any purpose whatever. (k) If any provision of this Agreement is amended, invalid, illegal or unenforceable in any jurisdiction, such provision the remainder of this Agreement shall remain in full force and effect. (l) Advertiser agrees that Comcast may identify it as an advertiser of Comcast in client lists and other marketing materials.

Authorized Acceptance: _____

Date: 10/7/16