

CBS
Advertising Sales Agreement
Terms and Conditions

1. Scope of Services. **CBS** shall sell advertising services to **Advertiser** in the form of a commercial message described on the **Sales Order** subject to these terms and conditions, which shall collectively form the **Agreement**. Advertisers **Agency** shall be as designated on an agent authorization letter. For all business dealings between CBS and Advertiser under the Agreement, CBS will deal directly with Advertiser's Agency, unless advised otherwise by Advertiser.

2. Content. Agency shall adhere to the delivery schedule and clearance obligations in the applicable Integration Manual and Program Practices Advertising Guidelines. Unless otherwise expressly agreed to by CBS, Advertiser is responsible for paying all: rights fees; royalty obligations; and production costs for use of the commercial message in all media reasonably anticipated by the sales order, (e.g. all talent and music rights for television and Internet distribution). CBS may decline to accept the commercial message at any time in CBS's sole discretion. As between the parties, Advertiser shall own all rights to the commercial message and CBS shall own all rights to all other content distributed by CBS. Advertiser grants CBS the right to copy and distribute the commercial message as reasonably necessary to perform CBS's obligations. CBS has sole control over the subject matter and distribution of CBS content. CBS may retain copies of the commercial message for archive and reference purposes.

3. Payment. CBS shall invoice Agency on behalf of Advertiser. For linear network distribution, the gross fee includes a 15% payment for Advertiser's Agency. The fee excludes applicable taxes. Advertiser is responsible for all taxes, if any, related to the advertising services. Time of payment is of the essence of this Agreement. Agency shall pay CBS on behalf of Advertiser according to the terms of the invoice. Payment terms are subject to Advertiser meeting and continuing to meet CBS's standards for extension of credit. Advertiser is primarily liable to CBS for payment. The fee is subject to a late payment charge of 1.5% per month or the maximum amount allowable under New York law, whichever is less.

4. Program Preview. If applicable, CBS shall endeavor to give Advertiser an opportunity to preview any CBS prime time and late night content, excluding news programming and live events, associated with the commercial message in advance of distribution. Advertiser and CBS shall negotiate in good faith if Advertiser requests changes to the placement of the commercial message.

5. Distribution Changes. CBS may cease distribution or change the time of a **CBS Program** upon notice to Advertiser on a Sales Order Supplement. If CBS Sports programming is postponed for any reason, the rescheduled distribution shall be deemed to replace the original on the Sales Order. If a station affiliated with CBS does not broadcast the CBS Program containing the commercial message at the scheduled time, CBS will endeavor to distribute the Program at a later time or cause a non-affiliate in the same market to distribute the CBS Program and the commercial message. If the commercial message is not distributed, CBS and Advertiser shall negotiate in good faith to reschedule such distribution, and if CBS and Advertiser are unable to reschedule then CBS will reduce the fee according to the decreased commercial message. For linear network distribution, CBS shall equitably reduce the fee if the CBS television network clearance drops below 85% of its customary level.

6. Advertiser Promotion. Subject to CBS's prior approval in each case, Advertiser may disseminate the title of the associated CBS content, including biographical information of the talent. Promotional rights terminate at the conclusion of distribution of CBS content listed in the sales order. Neither party may use the other party's name in any advertising or press release without prior written approval.

7. Limitation of Liability. CBS shall not be liable to Advertiser whatsoever for any reason due to circumstances beyond CBS' reasonable control, including; war; natural disaster; terrorism; strike; government action; illness or unavailability of talent; or failure of broadcast equipment. CBS's liability to Advertiser for direct damages shall be limited to the fees actually paid by Advertiser for distribution of the commercial message under the applicable sales order.

8. Indemnification. Advertiser shall indemnify, defend and hold the CBS Entities harmless from and against all: legal claims; damages; costs; reasonable attorney's fees; expenses; liabilities; fines; and causes of action in any way arising from CBS's use of the commercial message. **CBS Entities** include: CBS; any CBS owned stations; CBS affiliated stations; CBS legal affiliates; agents; licensees; distributors; contractors; successors; transferees; assignees; and the respective: agents; officers; directors; and employees of each. CBS shall indemnify, defend and hold Advertiser harmless from and against all: legal claims; damages; costs; reasonable attorney's fees; expenses; liabilities; fines; and causes of action in any way arising from the CBS Program.

Procedure for Indemnification. The indemnified party will promptly notify the indemnifying party, in writing, of any claim or litigation to which the indemnities set forth apply, provided that the failure of the indemnified party to do so shall not relieve the indemnifying party of its obligations except to the extent that the indemnifying party is actually prejudiced by such failure. The indemnifying party shall assume the defense or settlement of any such claim; provided that: the indemnified party may participate at its own cost in such defense provided that such participation does not prejudice the indemnifying party's defense; the indemnifying party may not settle any claim without the consent of the indemnified party where the settlement requires the indemnified party to admit to any wrongdoing; and the indemnified party shall provide reasonable assistance to the indemnifying party.

9. General Provisions. CBS shall provide advertising services solely as an independent contractor. CBS will not enter into an advertising sales agreement that discriminates on the basis of race or ethnicity. Unless expressly agreed to by the parties, the laws of the State of New York govern all matters with respect these terms and conditions, and the parties irrevocably submit to the exclusive jurisdiction to the courts in the State of New York, New York County. A waiver by either Party of any covenant or breach shall not be construed to be a waiver of any subsequent breach or of any other covenant. These terms constitute the sole agreement of the parties and supersede any prior understandings or written or oral agreements between the parties regarding the designated advertising services. Both parties shall comply with all applicable laws that apply to the performance of this Agreement. No change to these terms and conditions is valid unless agreed by both parties.