

**CBS Broadcasting Inc. (“CBS”) and Turner Broadcasting System (“Turner”)
Advertising Sales Agreement
Terms and Conditions
For the NCAA Division I Men’s Basketball Tournament**

- 1. Scope of Services.** CBS and Turner 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 Turner and Advertiser under the Agreement, CBS and Turner 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. Advertiser consents that the commercial message may be shared with, and is subject to approval by, the NCAA. Unless otherwise expressly agreed to by CBS and Turner, 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, Turner or the NCAA may decline to accept the commercial message at any time in CBS, Turner or the NCAA’s sole discretion. As between the parties, Advertiser shall own all rights to the commercial message and CBS and Turner shall own all rights to all other content distributed by CBS and Turner. Advertiser grants CBS and Turner the right to copy and distribute the commercial message as reasonably necessary to perform CBS and Turner’s obligations. CBS and Turner have sole control over the subject matter and distribution of CBS and Turner content. CBS and Turner may retain copies of the commercial message for archive and reference purposes.
- 3. Payment.** CBS and Turner shall invoice Agency on behalf of Advertiser. For linear network distribution, the fee is subject to a 15% deduction for Advertiser’s Agency, unless such deduction is otherwise addressed by another contract. 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 and Turner on behalf of Advertiser according to the terms of the invoice. Payment terms are subject to Advertiser meeting and continuing to meet CBS and Turner’s standards for extension of credit. Advertiser is primarily liable to CBS and Turner 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. Distribution Changes.** CBS and Turner may cease distribution or change the time of a CBS and Turner Program upon notice to Advertiser on a Sales Order Supplement. If CBS and Turner Sports programming is postponed for any reason, the rescheduled distribution shall be deemed to replace the original on the Sales Order. If a station or service provider affiliated with CBS and Turner does not broadcast the CBS and Turner Program containing the commercial message at the scheduled time, CBS and Turner will endeavor to distribute the Program at a later time or cause a non-affiliate in the same market to distribute the CBS and Turner Program and the commercial message. If the commercial message is not distributed, CBS and Turner and Advertiser shall negotiate in good faith to reschedule such distribution, and if CBS and Turner and Advertiser are unable to reschedule then CBS and Turner will reduce the fee according to the decreased commercial message. For linear network distribution, CBS and Turner shall equitably reduce the fee if the CBS and Turner television network clearance drops below 85% of its customary level.

5. Advertiser Promotion. Subject to CBS and Turner's prior approval in each case, Advertiser may disseminate the title of the associated CBS and Turner content, including biographical information of the talent. Promotional rights terminate at the conclusion of distribution of CBS and Turner 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.

6. Limitation of Liability. CBS and Turner shall not be liable to Advertiser whatsoever for any reason due to circumstances beyond CBS and Turner's reasonable control, including: war; natural disaster; terrorism; strike; government action; illness or unavailability of talent; or failure of broadcast equipment. CBS and Turner'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.

7. Indemnification. Advertiser shall indemnify, defend and hold the CBS and Turner 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 and Turner's use of the commercial message. **CBS and Turner Entities** include: CBS and Turner; any CBS and Turner owned stations; CBS affiliated stations; CBS and Turner legal affiliates; agents; licensees; distributors; contractors; successors; transferees; assignees; and the respective: agents; officers; directors; and employees of each. CBS and Turner 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 and Turner 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.

8. General Provisions. CBS and Turner shall provide advertising services solely as an independent contractor. CBS and Turner 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.