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1. **PURCHASE ORDER.** Acceptance of this purchase order constitutes acceptance of all specifications, terms and conditions herein; Unless there exists a master agreement mutually executed and enforce that precludes these terms, so that any addition to or modification of any terms is to be construed as a proposal for additions to the purchase order. This purchase order, together with any written instructions or schedules supplied herewith or issued pursuant hereto, contains the complete and final agreement between buyer and seller, and no agreement not mutually agreed to or other understanding in any way purporting to modify or rescind this agreement shall be binding upon buyer unless otherwise agreed to by buyer in writing on or subsequent to the date of this purchase order. In the event of a conflict between the provisions contained in this Agreement and those contained in any exhibit to this Agreement, the provisions contained in this Agreement, as the case may be, shall prevail.

2. **NAME USAGE.** Any materials, language, press releases, customer lists or any other use of the name, trademarks, or logos of Turner Broadcastings System, Inc. or any of its affiliates, including CNN, by Seller shall not be allowed unless expressly approved in each instance in writing in advance by Turner's Public Relations Department at its sole discretion.

3. **OWNERSHIP.** If this purchase order provides for seller to render services, seller agrees: (a) that the services rendered, equipment and personnel supplied, and rights granted pursuant to the terms of this purchase order shall not confer in seller any rights of ownership in the subject matter of this purchase order or any part thereof, which shall remain exclusively in buyer; and (b) any material produced by or on behalf of seller pursuant to this purchase order shall be considered a "work made for hire" as contemplated by the United States Copyright Act and to the extent said material is not recognized as a "work made for hire," seller hereby assigns all rights of copyright and copyright renewal in said material or any part thereof to buyer.

4. **ASSIGNMENT AND DELEGATION.** Except by written consent of buyer, seller shall not delegate in any manner to any other person the performance of any work or the supplying of any services under this purchase order nor assign any of seller's rights hereunder.

5. **EXTRA CHARGES.** Prices are to cover net rate of goods and material and no extra charges of any kind, including charges for boxing, packing, loading, or freight, will be allowed unless specifically agreed to by buyer in writing.

6. **WARRANTY.** Seller warrants that the goods covered by this purchase order will conform to the specifications, drawings, samples, or other description furnished or specified by buyer, and will be fit and sufficient for the purpose intended, that said goods are merchantable, of good material and workmanship, and free from defect. The warranties recited in this purchase order shall be in addition to those implied by or available at law and shall exist notwithstanding the acceptance and inspection by buyer of all or a part of the goods with respect to which such warranties and remedies are applicable. If this purchase order provides for seller to render services, seller warrants that the services to be provided hereunder and the results and proceeds thereof shall be fit for the purposes intended hereunder, shall meet the highest standards of the relevant industry, and shall not infringe upon or violate in any respect, when used by buyer in any manner or media, the rights of any person, firm or entity.

7. **INSPECTION AND CONFORMANCE WITH SPECIFICATIONS; REJECTIONS.** Seller will, at its expense, perform such tests and inspections of the goods as required to confirm that the goods conform to buyer's specifications. If any of the goods are found to be defective in material or workmanship or otherwise not in conformity with the requirements of this purchase order, rejection will be effected by notice mailed to seller within a reasonable time after receipt of goods by buyer at buyer's offices. Rejected goods will be held by buyer for a reasonable time for disposition at seller's risk and expense and will be charged back to seller at full billing price, including any extra charges for freight and packaging, plus a reasonable charge to cover inspection and handling. Buyer may require replacement of rejected goods, but no replacement shall be made unless ordered in writing by buyer. Payment for goods made prior to inspection shall not constitute an acceptance thereof, nor will acceptance remove seller's responsibility for latent defects.

8. **CHANGES.** Buyer may at any time and from time to time, by notice to seller, make changes in (i) the drawings, designs, and/or specifications applicable to the goods and/or services covered by this purchase order; (ii) the method of shipment and packing and/or the place of delivery; or (iii) the delivery schedules. If any such changes increase or decrease the cost or time required to perform under this purchase order, buyer shall make in its discretion an equitable adjustment in the purchase price or the delivery schedule, or both.

9. **DELIVERY.** Delivery shall be made at such place or places as buyer may specify, in accordance with the shipping instructions established by buyer in this purchase order or in subsequent notices to seller. Time shall be of the essence in fulfillment of this order. Seller shall keep buyer fully informed of progress under this purchase order and shall promptly notify buyer whenever there is doubt that delivery will be effected on schedule. Seller shall follow buyer's instructions as to manner of shipment, carriers, routing, prepayment of freight, and other matters. If the goods are delivered in advance of the delivery schedule, buyer may, at its option (i) return the goods at seller's expense for redelivery at the proper time; (ii) withhold payments for the goods until such time as payment would have become due had delivery been made at the time provided for in the purchase order; or (iii) place the goods in storage at seller's expense and for seller's account until the time provided for delivery.

10. **EXCUSABLE DELAYS.** Neither buyer nor seller shall be liable for any delay in performing or a failure to perform under this purchase order arising from strikes, labor unrest, fires, acts of God, war, acts of government or any federal, state, local, public, or administrative authority, or any other causes, contingencies, or occurrences beyond the control and without the fault or negligence of buyer or seller. In the event of a failure by seller to perform under this purchase order arising from any of the causes or events set forth in this Paragraph, buyer shall be entitled to terminate this purchase order as to all undelivered goods or unperformed services or any part thereof or to obtain goods or services covered by this purchase order elsewhere for the duration of such failure and to reduce, prorate, and without any obligation to seller, the quantity or amount of goods or services ordered from seller under this purchase order.

11. **TERMINATION.** If seller refuses or fails to make deliveries of the goods called for in this purchase order within the time specified in the purchase order or a shipping schedule issued pursuant thereto, or if by reason of seller's progress under this purchase order or otherwise there is reasonable expectation by buyer that delivery schedules will not be met, or if seller fails to perform any other provision of this purchase order, buyer, subject to the provisions of Paragraph 8 of this purchase order, may at its option (i) without liability, terminate the performance of work under this purchase order in whole or in part; (ii) effect cover; and (iii) charge the seller with any loss incurred.

12. **REMEDIES; WAIVER.** The remedies herein reserved shall be cumulative, and additional to any other or further remedies provided at law or equity. No failure to enforce or insist upon strict compliance with any provision of this purchase order shall be deemed to constitute a waiver of rights to demand strict compliance with the terms hereof. No waiver of any term or condition of this purchase order shall be deemed or construed to be a waiver of such term or condition in the future, or of any subsequent breach of said term or any other terms of this purchase order. In the event of a breach by buyer, seller waives equitable relief and its remedies shall be limited solely to an action for damages at law. Seller acknowledges that the goods and/or services to be provided hereunder by seller are of a unique nature, that buyer cannot be adequately compensated at law for any breach by seller, and that buyer shall be entitled to, among other remedies, injunctive relief in the event of seller's breach.

13. **INDEMNIFICATION; INSURANCE.** Seller indemnifies and holds buyer, its parent, subsidiary and affiliated companies, its and their licensees, successors and assigns, and each of their officers, directors, agents and employees (referred to collectively hereinafter as "Indemnified Parties") harmless from and against any damages, liabilities, claims, demands, costs, and expenses, including without limitation court costs and reasonable attorneys' fees, of whatsoever type or nature or howsoever incurred (referred to collectively hereinafter as "Damages"), arising out of or incurred in connection with seller's performance under this purchase order, or the breach by seller of any representation, warranty, or covenant made by seller under this purchase order, or out of or in connection with the purchase, use, rental or resale by buyer of any goods or services furnished under this purchase order. If this purchase order provides for seller to render services, seller agrees that such services are to be rendered by seller as an independent contractor, the buyer is to have no responsibility for the acts of, bodily injury to, death of, or loss of employment by seller or seller's agents or employees or representatives, and that seller will indemnify and hold harmless all Indemnified Parties from any and all Damages with respect to any and all claims for bodily injury or death or property loss or damage arising out of or attributable to performance by seller under this purchase order. Seller shall be solely responsible for the hiring and firing of any personnel to be furnished hereunder, other personnel matters with respect to such personnel, the payment of wages, benefits and other remuneration due to such personnel, and any and all taxes which may be imposed upon or levied or assessed against such wages or other remuneration or payments made by buyer to seller hereunder. Seller represents, warrants and covenants that it shall deduct and withhold from payment to any of its personnel any amount required or permitted to be deducted and withheld under the provisions of the applicable federal, state and local laws and shall remit to the applicable governmental authorities such amounts and any amounts otherwise due in connection with payments made by buyer to seller hereunder. Upon the request of buyer, seller shall furnish buyer with such fidelity and performance bonds as buyer may reasonably specify, evidence that seller has adequate public liability and property damage insurance in amounts and with companies acceptable to buyer, and evidence that seller has made adequate provisions for satisfying workmen's and unemployment compensation claims. Seller shall submit to buyer certificates evidencing such coverage and naming buyer as an additional insured upon buyer's request. All such policies shall provide that the coverage there under shall not be terminated without at least ten days prior written notice to buyer. Seller's failure to provide said certificate(s) of insurance upon buyer's request shall, at buyer's option, release buyer from any obligations under this purchase order.

14. **TAXES.** Unless otherwise provided in writing or unless otherwise stated on the attached purchase order, seller agrees that all excise, occupational, sales, use, and other taxes, and other fees or duties, applicable to the sale or purchase of goods, the use or possession of same by buyer, or applicable to seller's work shall be paid by buyer and seller shall indemnify and hold purchaser harmless from and against all liability for such taxes. Notwithstanding anything contained in the preceding sentence, seller agrees that it shall provide buyer with a statement as to sales taxes owed, if any, by buyer on goods covered by this purchase order under applicable state law in the state where such goods are first delivered.

15. **LIENS.** All goods delivered and labor performed under this purchase order shall be free of all liens or other encumbrances and if buyer requests, a formal release of any liens or other encumbrances filed will be delivered to buyer.

16. **COMPLIANCE WITH LAW.** Seller shall comply with, and give all certifications, stipulations, and representations required by, all applicable federal, state and local laws and all rules, regulations, and orders promulgated there under including, but not limited to, the requirements referenced on the reverse side.

17. **INFRINGEMENT.** Seller warrants that buyer's purchase, use or sale of the goods or services furnished under this purchase order, in the form in which furnished to buyer, or as changed or combined in accordance with seller's specifications or recommendations, will not infringe any valid patent, copyright, trademark, trade secret or other proprietary rights and seller agrees to defend any claim, action, or suit that may be brought against buyer for infringement of patent, copyright, trademark, trade secret or other proprietary right by reason of buyer's purchase, use, or sale of such goods or services. Seller also agrees to indemnify and hold buyer harmless from and against all judgments, decrees, damages, costs, and expenses recovered against buyer or sustained by buyer on account of such actual or alleged infringement.

18. NOTICES. Notices shall be in writing and shall be delivered personally, by telegram, telecopier, or telex, or deposited in a regularly maintained receptacle for United States mail, and sent registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth in this purchase order. Notices shall be deemed effective when either hand delivered or on the date sent if telexed, telecopied (with receipt confirmed), sent by telegram or deposited in the United States mail. Addresses may be changed in the manner provided herein for notices.

19. GOVERNING LAW; JURISDICTION AND VENUE. This purchase order shall be construed in accordance with and governed by the laws of the State of Georgia. Seller consents to the jurisdiction of the courts within the State of Georgia and to venue in Fulton County, Georgia in connection with any dispute or controversy arising out of or with respect to this purchase order.

20. COMPLIANCE WITH LAW. Seller agrees that it shall at all times shall comply with the statutes, rules and regulations of duly constituted governmental authorities having jurisdiction over its activities hereunder, including without limitation the United States Foreign Corrupt Practices Act.

21. HEADINGS. The headings at the beginning of each of the paragraphs hereof are for reference only and shall not affect the meaning or construction of this purchase order.

22. SUPPLIER DIVERSITY Seller shall use best efforts to seek out and provide the maximum practicable opportunities, taking into account all legitimate business considerations, for qualified Minority and Women Business Enterprises ("MWBEs") to participate in any subcontracts and orders under this Agreement in a manner that is consistent with the pricing, quality and service provided by Seller. Turner shall review the amount of subcontracting to MWBEs by Seller on a quarterly basis. To that end, Seller shall submit quarterly reports, which shall include, at a minimum, (i) an identification of each MWBE utilized, (ii) the goods and/or services procured from each MWBE in connection with this Agreement, and (iii) the total amount paid to each MWBE in connection therewith. Only MWBEs certified by one of the affiliated local councils of National Minority Supplier Development Council, Women's Enterprise Business National Council, State or Federal agencies may be included in Seller's reports. Seller acknowledges that its ability to subcontract to MWBEs under this agreement will be one of the factors considered by Buyer in future business opportunities.