

SUDDENLINK MEDIA STANDARD TERMS AND CONDITIONS

1. **PAYMENT** Suddenlink Media will bill Customer monthly and, in some locations twice monthly, using the Final Sunday Fiscal Month (the “Broadcast Month”), unless otherwise stated on the face of this Contract. Payment is due within 30 days after the date of the invoice (the “Due Date”) except that if Customer does not meet Suddenlink Media credit requirements, Customer must pay in advance of the order deadline. When possible, Suddenlink Media will include the Program’s duration, cost, airtide range, and time of airing according to the log of the cable system on which the Program is cablecast (“System”), but not the Program name. Invoices are deemed correct absent manifest error. Suddenlink Media may assess an interest charge equal to 1.25% per month (but not to exceed the maximum amount permitted by law) on any balance unpaid after the Due Date. All invoiced amounts are payable to Suddenlink Media. Notwithstanding to whom invoices are sent, Customer, including the advertiser, its agency and media placement service are jointly and severally obligated to pay Suddenlink Media by the Due Date and until Suddenlink Media receives payment in full. Payment by the advertiser to its agency or media placement service, or payment by the agency to its media placement service, does not constitute payment to Suddenlink Media. Customer consents to Suddenlink Media’s disclosure of billing information, air time, rates and any other information related to this Agreement to any third party directly related to the Program (including without limitation) disclosure of Suddenlink Media’s rates to agency clients.

2. **TERMINATION** Programs may be canceled or either party may terminate this Contract without cause on thirty (30) days’ prior written notice. Customer’s verbal cancellation or termination is not acceptable. If Customer terminates, cancels or fails to fulfill all of its obligations under this Contract, or if Suddenlink Media cancels or terminates this Agreement for cause for Programs already aired, Customer shall not receive any discounts and the amount due shall be calculated at the “earned rate” from the rate card then in effect, and Suddenlink Media may require Customer to pay for the airtime contracted. Suddenlink Media may cancel a Program or terminate this Agreement immediately if Customer fails to pay any invoice when due or breaches any other provision of this Contract. If Customer fails to pay any invoice in full by the Due Date and Suddenlink Media refers the account for collection, Customer agrees, for itself and its principal (if any), to pay all collection costs, including reasonable attorneys’ fees and court costs. Upon a material breach by Suddenlink Media, Customer’s exclusive remedy shall be credit for substituted commercial or programming time of substantially equal value. Termination shall not in any way release Customer from its obligation to pay in full the amount due for programs cablecast before termination. Upon termination, all amounts owed by Customer shall become immediately due.

3. **FAILURE TO CABLECAST** System may substitute for a Program any matter that System deems, in its sole discretion, to be of greater local or national importance and all Programs are preemptible in accordance with Suddenlink Media’s standard traffic policies. If System does not cablecast part or all of any Program at any stipulated time, System may cablecast the Program at subsequent times. In such event, Suddenlink Media will notify Customer in advance, if reasonably possible, or within a reasonable time after the substitution. Suddenlink Media’s liability for failure to cablecast a Program shall not exceed the amount paid by Customer under this Agreement for cablecast of the Program and in no event is Customer entitled to a cash refund or monetary damages. Except as set forth in Section 2, if the Program is not cablecast by Suddenlink Media, Customer is not required to pay for the cablecast, or is entitled to a refund of any amount already paid for the Program. Notwithstanding anything to the contrary in this Contract, if a Program airs for at least ninety percent (90%) of the time ordered, or within five (5) minutes of a requested time, Customer agrees to pay in full. In the event of a mechanical failure, equipment problem, utility outage, technical problem, act of God, accident, fire, flood, tornado, hurricane, lock-out, strike or other labor dispute, war, terrorist act, earthquake, explosion or any other event beyond the reasonable control of Suddenlink Media (a “Force Majeure Event”), Suddenlink Media or System shall not be liable for any failure to perform. If a Force Majeure Event affects Suddenlink Media’s performance under this Contract, Customer hereby agrees to pay in full once an average of seventy percent (70%) of the System’s cable nodes are functioning in any twenty-four (24) hour period in a way that gives the majority of subscribers in the applicable area the ability to receive the Service on which the Program airs.

4. **RATES AND ACCEPTANCE** Customer agrees to pay the rates and all other charges invoiced. Rates are not subject to change except as provided in Section 2. Any additional purchases of program time in this Contract shall be at the rates and conditions in effect at the time of such additional purchases. Acceptance of any order is contingent on final credit approval by Suddenlink Media. Acceptance of this Contract is contingent on approval and signature by an authorized Suddenlink Media representative.

5. **PROGRAM MATERIAL** Customer’s purchase of cable time on a network does not necessarily include the purchase of cable time on duplicate feeds including without limitation High Definition versions, navigation aids or guide channels, or other feeds offered on alternate channel locations. Please contact your Suddenlink Media sales representative for more information. Customer shall furnish all Program material at Customer’s expense. Customer shall deliver Program material and cablecast scheduling instructions to Suddenlink Media before the System’s established deadlines and no less than two (2) full business days before the scheduled cablecast. If Customer fails to meet these deadlines or to use the time contracted for, Suddenlink Media may substitute another program or announcement at Customer’s expense and Customer shall remain liable for the full amount contracted for herein. All Programs are subject to the approval (before, during or after the scheduled run of any Programs) of Suddenlink Media, System and any programming service on which the Program is to be cablecast (“Service”). Suddenlink Media may refuse at any time to cablecast a Program in all or parts of the area serviced by the System that Suddenlink Media, System, or Service determines, in its sole discretion, to be illegal, unsatisfactory, unsuitable, contrary to the public interest, or contrary to its business interests. This Contract does not obligate Suddenlink Media to cablecast any Program, sound recordings or material inconsistent with the policies or practices of Suddenlink Media, System or Service. If any Program is unsatisfactory, Suddenlink Media shall make reasonable efforts to notify Customer. Unless Customer or its agency (if any) furnishes satisfactory material 72 hours before the scheduled cablecast time, Suddenlink Media may at its option: (i) substitute its own program at no charge to Customer, (ii) terminate this Contract without liability or charge to either party, and/or (iii) hold Customer liable for all time reserved. Suddenlink Media and System may solicit and cablecast programs or announcements that compete with Customer’s business, products or services. Suddenlink Media will not return tapes and other material provided by Customer unless: (i) Customer requested their return in this Contract, and (ii) Customer picks up the material at its own expense within thirty (30) days after the last cablecast. Otherwise, Suddenlink Media or System may dispose of all material including materials created by Suddenlink Media for Customer. Video shot by Suddenlink Media for Customer may be used by Suddenlink Media in commercials or Programs for other customers and will not necessarily be retained by Suddenlink Media unless required on the face of this Contract. Suddenlink Media and/or System may deliver copies of Program material to any third party pursuant to a subpoena, court order or similar judicial process without notice to, or consent of, Customer.

6. **INDEMNIFICATION** (A) CUSTOMER AGREES TO INDEMNIFY AND HOLD SUDDENLINK MEDIA AND SYSTEM AND THEIR AFFILIATES AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS AND EMPLOYEES HARMLESS AGAINST

ANY AND ALL LIABILITY, LOSS OR EXPENSE: (I) ARISING FROM ANY VIOLATIONS OF LAW, CLAIMS FOR DEFAMATION, LIBEL, UNFAIR COMPETITION, UNFAIR TRADE PRACTICE, VIOLATION OF RIGHTS OF PRIVACY OR OF PUBLICITY, CLAIMS FOR MUSIC LICENSE FEES AND/OR ROYALTIES (EXCEPT FOR THE PERFORMANCE OF MUSIC ON THE SYSTEM), INFRINGEMENT OF TRADEMARK, TRADE NAME, COPYRIGHT OR ANY OTHER PROPRIETARY RIGHTS, OR ANY OTHER CLAIMS, CAUSES OF ACTION OR THE LIKE ARISING DIRECTLY OR INDIRECTLY FROM THE CABLECASTING OF ANY MATERIAL FURNISHED BY CUSTOMER OR CREATED BY SUDDENLINK AT CUSTOMER’S REQUEST; AND/OR (II) RESULTING FROM CUSTOMER’S BREACH OF ANY REPRESENTATION OR WARRANTY HEREUNDER. CUSTOMER AGREES TO PAY ALL COSTS OF ANY SUCH ACTIONS, INCLUDING EXPENSES AND REASONABLE ATTORNEYS’ FEES FOR COUNSEL OF SUDDENLINK MEDIA’S SELECTION. (B) SUDDENLINK MEDIA AGREES TO INDEMNIFY AND HOLD CUSTOMER HARMLESS AGAINST ALL LIABILITY RESULTING FROM THE CABLECAST OF (I) PROGRAM MATERIAL FURNISHED BY SUDDENLINK MEDIA WITHOUT CREATIVE INPUT BY CUSTOMER; AND/OR (II) MUSIC COMPOSITIONS LICENSED FOR CABLECASTING BY A MUSIC LICENSING ORGANIZATION TO WHICH SYSTEM AND/OR SUDDENLINK MEDIA IS A LICENSEE. (C) EACH PARTY SHALL GIVE THE OTHER PROMPT NOTICE OF THE ASSERTION OF ANY CLAIM OR THE COMMENCEMENT OF ANY ACTION THAT MAY EXPOSE THE OTHER TO LIABILITY.

7. **DISCLAIMER. LIMITATION OF LIABILITY. AND REPRESENTATIONS AND WARRANTIES** SUDDENLINK MEDIA EXPRESSLY DISCLAIMS THE ACCURACY OF SUBSCRIBER NUMBERS, COVERAGE MAPS, LISTS OF ZIP CODES, OR ANY OTHER INDICATIONS OF THE NUMBER OF VIEWERS THAT MAY WATCH ANY PROGRAM. SUCH INFORMATION IS AN ESTIMATE AND IS NOT BINDING UPON SUDDENLINK MEDIA. SUBSCRIBER NUMBERS AND COVERAGE AREAS ARE SUBJECT TO CHANGE FROM TIME TO TIME WITHOUT NOTICE FROM SUDDENLINK MEDIA. PROGRAMS MAY BE VIEWABLE ONLY BY ANALOG OR DIGITAL CUSTOMERS, OR A CERTAIN SUBSCRIBER TIER, OR A PORTION OF THE GEOGRAPHICAL AREA COVERED BY THE INTERCONNECT OR THE SYSTEM HEADEND. SUDDENLINK MEDIA MAY USE SEVERAL DIFFERENT ACCEPTED INDUSTRY STANDARDS FOR CALCULATING SUBSCRIBER NUMBERS AND THAT METHOD MAY DIFFER FROM THAT USED BY OTHER CABLE OPERATORS. IN NO EVENT SHALL SUDDENLINK MEDIA OR SYSTEM BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), PUNITIVE DAMAGES OR MONETARY DAMAGES OF ANY TYPE WHATSOEVER. Customer represents and warrants that (i) all Programs it supplies comply with all applicable governmental and industry codes, rules and regulations and with Suddenlink Media’s commercial and program standards; (ii) the Programs contain no defamatory matter and do not violate any right of privacy or publicity, or any other proprietary or other rights of any third persons; and (iii) the Programs do not violate any law or other governmental rule or regulation, or infringe upon any copyright, trademark, service mark, music rights, or other intellectual property right of any party, or give rise to any product liability or other claim.

8. **DISPUTES ANY DISCREPANCY, DISPUTE OR DISAGREEMENT BY CUSTOMER WITH ANY CABLECAST, SERVICE OR AMOUNT CHARGED HEREUNDER (A “DISPUTE”) MUST BE REPORTED TO SUDDENLINK MEDIA IN WRITING WITHIN TEN (10) BUSINESS DAYS FROM THE LAST SCHEDULED AIR DATE OF THE PROGRAM OR THE INVOICE DATE (WHICHEVER IS LATER), TIME BEING OF THE ESSENCE. CUSTOMER’S FAILURE TO DO SO SHALL CONSTITUTE A WAIVER OF ANY CLAIM BY CUSTOMER ARISING FROM THE DISPUTE.**

9. **AGENCY FEES** Provided Customer performs all obligations for the duration of this Contract, Suddenlink Media will extend a fifteen percent (15%) agency discount to “Recognized Agencies.” Recognized Agencies are those persons or entities doing business as an advertising agency with a minimum of two (2) accounts, presenting Suddenlink Media a written letter of representation from each client, and satisfying such other criteria as Suddenlink Media may require from time to time.

10. **GENERAL** Suddenlink Media and System will exercise normal precautions in handling Customer’s Program materials or other property, but are not liable for any loss or damage. Suddenlink Media may disclose the terms of this Contract to potential buyers, lenders and investors of the System. Customer may not transfer or assign this Contract, including the rights hereunder, without Suddenlink Media’s prior written consent. Suddenlink Media may assign or transfer its rights and obligations under this Contract without obtaining Customer’s consent or providing Customer notice. If all or part of any System is sold, Suddenlink Media reserves the right to partition any Customer order between a sold System and an unsold System, as determined by Suddenlink Media in its sole discretion. Suddenlink Media is not required to cablecast a Program for any advertiser other than the Customer named herein or for any product or service other than as specified herein. Failure of either party to enforce any provision hereof shall not be construed as a general relinquishment or waiver of that or any other provision. The provisions of Sections 6 and 7 shall survive the cancellation, expiration or termination of this Contract. The obligations of all parties are subject to the terms of applicable licenses and to federal, state and local laws and regulations. No change or modification to this Contract shall be effective unless in writing and signed by both parties. The laws of the state where Suddenlink Media’s authorized representative maintains its office, without regard to the conflict or choice-of-law provisions thereof shall govern this Contract. Customer agrees, for itself and on behalf of its principal (if any), that the venue in any legal proceeding shall be the county where such office is located. Under its Blanket Music Licensing Agreements with certain music licensing organizations, Suddenlink Media is required to collect certain information regarding musical works in programming carried over the System. Within ten (10) days of a request by Suddenlink Media, Customer must supply an accurate and complete listing of the following information regarding music in its programming: Title, Composer, Performing Artist, Publisher and Duration. If Customer fails to timely supply this information, Suddenlink Media may at its option immediately terminate this Agreement and/or suspend the carriage of Customer’s programming. This Agreement is a blanket agreement covering all advertising orders placed by Customer. Unless another agreement is signed, this Agreement will automatically govern Customer’s future advertising orders as if Customer and Suddenlink Media had signed a new agreement for each new order, and will continue in effect until terminated pursuant to Section 2 above. (i) Customer’s placement of advertising schedules, programming or other materials and Suddenlink Media’s cablecasting of same; or (ii) Customer’s signature on this Contract, constitutes Customer’s acceptance of all Contract terms and condition. By placing an order with Suddenlink Media, Customer represents that it is not legally prohibited or restrained from entering into this Contract, and that doing so will not violate the rights of any third party.

The advertiser and any agency and/or media placement service (collectively, “Customer”) purchasing cablecast time for commercial announcements and/or programs (individually, a “Program” and collectively “Programs”), and Cebridge Acquisition, L.P. or its affiliate or subsidiary d/b/a Suddenlink Media agree to be bound to (i) the Suddenlink Media Standard Terms and Conditions which are attached on the back of this form or on a separate page (“Ts&Cs”), (ii) this order/confirmation form; and (iii) any other Suddenlink Media order/confirmation form signed by both parties. The Ts&Cs and all Suddenlink Media created order/confirmation forms that are signed by both parties constitute the entire agreement (“Contract”) between the parties for the purchase of airtime. In the event of a conflict between the Ts&Cs and any order/confirmation form, the Ts&Cs will control.

CUSTOMER

SIGNATURE/DATE: _____
NAME/TITLE: _____
Revised: June 6, 2006

SUDDENLINK MEDIA

SIGNATURE/DATE: _____
NAME/TITLE: _____