CONTRACT

WTVD
411 Liberty St
Durham, NC 27701
(919) 683-1111

abc11.com

Contract / Revision	Alt Order #
271093 / 5	WOC12372024

Advertiser	Original Date / Revision
CAL FOR NC	01/24/20 / 01/31/20

Contract Dates	Estimate #
01/28/20 - 02/03/20	**5495**

Product
CAL CUNNINGHAM FOR US SENATE

And:

Screen Strategies Media
11150 Fairfax Blvd, Ste 505
Fairfax, VA 20120
United States of America

Billing Cycle	Billing Calendar	Cash/Trade
EOM/EOC	Broadcast	Cash
Property	**Account Executive**	**Sales Office**
WTVD	Anne Clifford	Philadelphia NT

Special Handling

Demographic
Adults 35+

Agy Code	Advertiser Code	Product 1/2

Agency Ref	Advertiser Ref

434829

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
1	WTVD	01/28/20	01/30/20	Eyewitness News @ 5a	5:00 AM-5:30 AM		:30			NM	2	$350.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	01/27/20	02/02/20	--11---	2	$175.00							
2	WTVD	01/30/20	01/31/20	Eyewitness News @ 530am	5:30 AM-6:00 AM		:30			NM	2	$400.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	01/27/20	02/02/20	---11--	2	$200.00							
3	WTVD	02/03/20	02/03/20	Eyewitness News @ 530am	5:30 AM-6:00 AM		:30			NM	1	$250.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	02/03/20	02/09/20	1------	1	$250.00							
4	WTVD	01/28/20	01/31/20	Eyewitness News @ 6a	6:00 AM-7:00 AM		:30			NM	4	$1,400.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	01/27/20	02/02/20	-1111--	4	$350.00							
5	WTVD	02/03/20	02/03/20	Eyewitness News @ 6a	6:00 AM-7:00 AM		:30			NM	1	$350.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	02/03/20	02/09/20	1------	1	$350.00							
6	WTVD	01/28/20	01/31/20	Good Morning America	7:00 AM-9:00 AM		:30			NM	4	$1,400.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	01/27/20	02/02/20	-1111--	4	$350.00							
7	WTVD	02/03/20	02/03/20	Good Morning America	7:00 AM-9:00 AM		:30			NM	1	$350.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	02/03/20	02/09/20	1------	1	$350.00							
8	WTVD	01/28/20	02/01/20	Eyewitness News Sat @7a	7:00 AM-8:00 AM		:30			NM	1	$150.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	01/27/20	02/02/20	-----1-	1	$150.00							
9	WTVD	01/28/20	01/28/20	Live w/Kelly & Ryan	9:00 AM-10:00 AM		:30			NM	1	$125.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	01/27/20	02/02/20	-1-----	1	$125.00							
10	WTVD	01/30/20	01/31/20	Tamron Hall	10:00 AM-11:00 AM		:30			NM	3	$300.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	01/27/20	02/02/20	---12--	3	$100.00							
11	WTVD	02/03/20	02/03/20	The View	11:00 AM-12:00 PM		:30			NM	1	$125.00

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions. printed or otherwise contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Two week advance cancellation notice is required unless otherwise specified.

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CAL FOR NC	01/24/20 / 01/31/20

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01/28/20 - 02/03/20	CAL CUNNINGHAM FO	**5495**

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
Week:	Start Date 02/03/20	End Date 02/09/20	Weekdays 1------	Spots/Week 1	Rate $125.00							
12	WTVD	01/28/20	01/31/20	Eyewitness News @ Noon	12:00 PM-12:30 PM		:30			NM	2	$300.00
Week:	Start Date 01/27/20	End Date 02/02/20	Weekdays --1-1--	Spots/Week 2	Rate $150.00							
13	WTVD	01/28/20	01/31/20	Eyewitness News @ 1230p	12:30 PM-1:00 PM		:30			NM	1	$100.00
Week:	Start Date 01/27/20	End Date 02/02/20	Weekdays ----1--	Spots/Week 1	Rate $100.00							
14	WTVD	01/28/20	01/28/20	Strahan, Sara & Keke	1:00 PM-2:00 PM		:30			NM	0	$0.00
Week:	Start Date 01/27/20	End Date 02/02/20	Weekdays -1-----	Spots/Week 1	Rate $100.00							
Spot	Ch	Date Range	Description		Start/End Time	Weekdays	Length		Rate	Type		
1	*WTVD*	*01/27/20-02/02/20*	*Strahan, Sara & Keke*		*1:00 PM-2:00 PM*	-Tu-------	*:30*		~~*$100.00*~~	*NM*		
	Credited											
15	WTVD	01/28/20	01/30/20	General Hospital	3:00 PM-4:00 PM		:30			NM	0	$0.00
Week:	Start Date 01/27/20	End Date 02/02/20	Weekdays ---1---	Spots/Week 1	Rate $250.00							
Spot	Ch	Date Range	Description		Start/End Time	Weekdays	Length		Rate	Type		
1	*WTVD*	*01/27/20-02/02/20*	*General Hospital*		*3:00 PM-4:00 PM*	----Th-----	*:30*		~~*$250.00*~~	*NM*		
	Credited											
16	WTVD	02/03/20	02/03/20	General Hospital	3:00 PM-4:00 PM		:30			NM	1	$250.00
Week:	Start Date 02/03/20	End Date 02/09/20	Weekdays 1------	Spots/Week 1	Rate $250.00							
17	WTVD	01/28/20	01/31/20	Eyewitness News @ 4pm	4:00 PM-5:00 PM		:30			NM	2	$300.00
Week:	Start Date 01/27/20	End Date 02/02/20	Weekdays --111--	Spots/Week 3	Rate $150.00							
Spot	Ch	Date Range	Description		Start/End Time	Weekdays	Length		Rate	Type		
1	*WTVD*	*01/27/20-02/02/20*	*Eyewitness News @ 4pm*		*4:00 PM-5:00 PM*	---WThF----	*:30*		~~*$150.00*~~	*NM*		
	Credited											
18	WTVD	01/28/20	01/31/20	Eyewitness News @ 5pm	5:00 PM-5:30 PM		:30			NM	1	$300.00
Week:	Start Date 01/27/20	End Date 02/02/20	Weekdays ----1--	Spots/Week 1	Rate $300.00							
19	WTVD	01/28/20	01/30/20	Eyewitness News @ 530pm	5:30 PM-6:00 PM		:30			NM	2	$690.00
Week:	Start Date 01/27/20	End Date 02/02/20	Weekdays -1-1---	Spots/Week 2	Rate $345.00							
20	WTVD	02/03/20	02/03/20	Eyewitness News @ 530pm	5:30 PM-6:00 PM		:30			NM	1	$345.00
Week:	Start Date 02/03/20	End Date 02/09/20	Weekdays 1------	Spots/Week 1	Rate $345.00							
21	WTVD	01/28/20	01/31/20	Eyewitness News @ 6pm	6:00 PM-6:30 PM		:30			NM	4	$1,800.00
Week:	Start Date 01/27/20	End Date 02/02/20	Weekdays -1111--	Spots/Week 4	Rate $450.00							
22	WTVD	02/03/20	02/03/20	Eyewitness News @ 6pm	6:00 PM-6:30 PM		:30			NM	1	$450.00
Week:	Start Date 02/03/20	End Date 02/09/20	Weekdays 1------	Spots/Week 1	Rate $450.00							
23	WTVD	01/28/20	01/31/20	Jeopardy	7:00 PM-7:30 PM		:30			NM	4	$2,200.00
Week:	Start Date 01/27/20	End Date 02/02/20	Weekdays -1111--	Spots/Week 4	Rate $550.00							
24	WTVD	02/03/20	02/03/20	Jeopardy	7:00 PM-7:30 PM		:30			NM	1	$550.00
Week:	Start Date 02/03/20	End Date 02/09/20	Weekdays 1------	Spots/Week 1	Rate $550.00							
25	WTVD	01/28/20	01/31/20	Wheel of Fortune	7:30 PM-8:00 PM		:30			NM	4	$2,400.00

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		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		01/27/20	02/02/20	-1111--	4	$600.00						
26	WTVD	02/03/20	02/03/20	Bachelor	8:00 PM-10:00 PM		:30			NM	1	$3,000.00
Week:		02/03/20	02/09/20	1------	1	$3,000.00						
27	WTVD	01/29/20	01/29/20	Modern Family	9:00 PM-9:30 PM		:30			NM	1	$2,200.00
Week:		01/27/20	02/02/20	--1----	1	$2,200.00						
28	WTVD	01/30/20	01/30/20	Station 19	8:00 PM-9:00 PM		:30			NM	1	$1,500.00
Week:		01/27/20	02/02/20	---1---	1	$1,500.00						
29	WTVD	01/28/20	01/31/20	Eyewitness News @ 11p	11:00 PM-11:35 PM		:30			NM	4	$1,800.00
Week:		01/27/20	02/02/20	-1111--	4	$450.00						
30	WTVD	02/03/20	02/03/20	Eyewitness News @ 11p	11:00 PM-11:35 PM		:30			NM	1	$500.00
Week:		02/03/20	02/09/20	1------	1	$500.00						
31	WTVD	02/01/20	02/01/20	Eyewitness News @ 11p	11:00 PM-11:35 PM		:30			NM	1	$450.00
Week:		01/27/20	02/02/20	-----1-	1	$450.00						
32	WTVD	02/02/20	02/02/20	Eyewitness News Extra	11:35 PM-12:00 XM		:30			NM	1	$250.00
Week:		01/27/20	02/02/20	------1	1	$250.00						
33	WTVD	01/29/20	02/03/20	Nightline	12:37 XM-1:07 XM		:30			NM	2	$150.00
Week:		01/27/20	02/02/20	--1----	1	$75.00						
Week:		02/03/20	02/09/20	1------	1	$75.00						
34	WTVD	01/28/20	01/31/20	Jimmy Kimmel	11:35 PM-12:37 XM		:30			NM	3	$525.00
Week:		01/27/20	02/02/20	-1-11--	3	$175.00						
35	WTVD	02/03/20	02/03/20	Jimmy Kimmel	11:35 PM-12:37 XM		:30			NM	1	$175.00
Week:		02/03/20	02/09/20	1------	1	$175.00						
36	WTVD	02/03/20	02/03/20	Tamron Hall	10a-11a		:30			NM	1	$100.00
Week:		02/03/20	02/09/20	1------	1	$100.00						
37	WTVD	02/03/20	02/03/20	Eyewitness News @ Noon	12p-1230p		:30			NM	1	$150.00
Week:		02/03/20	02/09/20	1------	1	$150.00						
						Totals					63	$25,685.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
01/27/20 -02/03/20	63	$25,685.00	($3,852.75)	$21,832.25
Totals	63	$25,685.00	($3,852.75)	$21,832.25

Signature: _____ **Date:** _____

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TERMS AND CONDITIONS

The advertiser named on the face hereof ("Advertiser") and the station (hereinafter, the "Company" or "Station") agree to the following terms and conditions (hereinafter, the "Agreement"), which shall govern all advertising, placed by the Advertiser or its authorized advertising agency or media buying service (hereinafter, "Agency") , including distribution of all such advertising via traditional broadcast television, internet streaming or downloading, broadband, video-on-demand, iptv, pay per view, wireless, mobile, webcasting and satellite to home, and distribution by any and all media now known or hereafter developed that the Company employs to distribute its programming:

() COMMERCIAL ANNOUNCEMENT TIME ORDER CONTRACTS:

The commercial announcement orders placed with the Company for spot announcements, infomercials, or time orders over the facilities of the Station (collectively, "commercial announcements") distributed in any and all media now known or hereafter developed, shall be governed by this Agreement, unless otherwise mutually agreed upon in writing by both parties. Company must be notified in writing within forty-eight (48) hours after receipt by Agency or Advertiser of this Agreement, of any corrections to the commercial announcement order(s) placed with Company. Advertiser and Agency) acknowledge that upon Company's acceptance of Advertiser's sales order, Advertiser and Agency shall be deemed to have accepted the terms and conditions set forth herein. Company expressly rejects any modifications that Agency or Advertiser may seek to make to this Agreement, unless such modifications are accepted in writing by an officer of the Company.

() AGENCY-ADVERTISER RELATIONSHIP:

This Agreement is entered into by Agency or Advertiser's authorized media buying service, or both (jointly and severally referred to herein as "Agency") on behalf of Advertiser, as Advertiser's authorized agent. Agency warrants and represents that it is the duly authorized agent of Advertiser and Agency's arrangement with Advertiser specifically contemplates the placement and servicing of the advertising herein and the allowance of agency commissions as herein provided.

() PAYMENT AND BILLING

() Agency is acting as agent for a disclosed principal, the Advertiser. Advertiser and Agency are jointly and severally liable to Company for payment for the commercial announcements and services rendered by the Company hereunder. Unless otherwise directed by Advertiser, Company will send all invoices for Advertiser's commercial announcements and services rendered hereunder for Advertiser, to Agency. Payment will be made in lawful U.S. currency within Net 30 days from date of invoice.

() Company will look to Agency for payment unless and until Agency becomes insolvent or otherwise fails for any reason to make the payments hereunder when due. Upon the occurrence of either such event, without relieving Agency of liability, Company will look to Advertiser for payment of all unpaid billings for commercial announcements and services rendered by Company hereunder (excluding advertising agency commissions for an agency recognized by Company).

() In the event that Company is not paid in accordance with the terms of this Agreement, or in the event of any other material breach of this Agreement by Advertiser or Agency, Company may, at its option, cancel this Agreement in addition to any other rights which it may have. Further, should the credit standing of Advertiser and/or Agency be at any time impaired in the sole opinion of Company, Company may, at its option, change the requirements as to the terms of payment for further commercial announcements to be telecast under this Agreement as it may see fit, including, but not limited to requiring direct payment of the net amount owed to Company directly from the Advertiser, or Company may cancel the remainder of the schedule accepted pursuant to this Agreement. Upon such cancellation, Advertiser and its Agency will promptly resolve any outstanding disputes regarding the account with the Company. All charges for commercial announcements broadcast prior to the date of such cancellation shall become immediately due and Advertiser and Agency agree to pay such charges forthwith.

() In the event Agency and Advertiser fail to make payment as provided in this Agreement the Company shall be entitled to all costs of collection, including, but not limited to, the costs of any suit brought by Company, reasonable attorneys' fees and all other related fees and expenses. In addition, Company reserves the right to charge interest at a rate of one and one half percent (1.5%) per month, compounded monthly, on any past due balances.

() Company agrees to Advertiser's payment of a fifteen percent (15%) commission to its Agency and, in order to facilitate such payment, Company agrees to invoice on a net basis.

() If Advertiser is not represented by an Agency recognized by Company, no agency commission shall be allowed.

() PREEMPTION/ROTATIONS/PROGRAM CANCELLATION:

__Company shall have the right to preempt programs or portions thereof in time periods in which Advertiser's commercial announcements are scheduled and substitute other programs without notice to Advertiser or its Agency. If, as the result of any such preemption, an Advertiser's commercial announcement(s) is (are) not broadcast, Company and Advertiser, via its Agency, will negotiate in good faith a mutually satisfactory make-good announcement(s).

Examples of rotations supplied to Agency or Advertiser are for purposes of illustration only and are not guaranteed.

Company reserves the right at any time to terminate or to reschedule its broadcasting of any program or series sponsored hereunder. In each such instance, Company will negotiate with Agency in good faith in order to provide a mutually acceptable substitute sponsorship on terms and conditions to be agreed upon between Company and Agency. Company reserves the right, at any time, to make adjustments in the length of any program or series hereunder, and the length and scheduling of station breaks shall be as determined by Company.

() SPECIAL EVENTS:

Company reserves the right in its sole discretion without notice to Advertiser or its Agency, to preempt Advertiser's announcements in order to broadcast any special event (whether sustaining or sponsored) or announcements (including, but not limited to, paid political announcements) which it deems to be of public importance or significance. In such event, Company and Advertiser, via its Agency, will negotiate in good faith a mutually acceptable make-good announcement(s).

() TALENT AND MATERIAL:

() Unless otherwise provided herein, Agency shall furnish commercial announcements to Company, as well as complete transcripts, relating to the commercial announcement order, not less than three (3) business days (exclusive of Saturdays, Sundays or Legal Holidays) prior to the first telecast date. Advertiser shall pay all expenses for delivery of all such materials. In the event of late arrival of any of Advertiser's commercial announcements, Advertiser will be charged for any additional expenses incurred by Company by reason of such late delivery, as well as for the time for which it has contracted. Social security, employer tax, and all other obligations as to talent employed by Agency for materials furnished by Agency hereunder shall, as between Agency and Company, be assumed by Agency. All commercial announcements must conform to the **ABC, INC.** broadcast standards and operating policies, including technical quality and requirements, as well as Federal Communications Commission and other governmental standards and applicable laws, rules and regulations, and Company shall have the continuing right to reject commercial announcements or call upon Advertiser to edit and modify commercial announcements to the extent Company deems it necessary to make such commercial announcements conform to such policies and/or the public interest; provided, however, that Company approval of commercial announcements shall not affect the Advertiser's indemnification obligations owed to Company pursuant to this Agreement. For the avoidance of doubt, commercial announcements containing embedded materials and/or tags inserted without the Company's prior written approval shall not be considered to conform with such policies for purposes of this Agreement. In addition, Company shall have the right to refuse to broadcast any of Advertiser's commercial announcements which, in the Company's opinion, may violate the right of any third party or any commercial announcements which any third party claims violates its rights. Company shall be furnished with clear and concise instructions with each commercial concerning any change in multiple product sequence at least three (3) business days prior to broadcast and Company is not responsible for the implementation of late multiple product sequence instructions. Advertiser and its Agency warrant and represent that no commercial announcements include or will include (i) any data embedded in any portion of the audio or video signal or any other data stream or (ii) contain or trigger on a viewer's electronic device, any interactive features, data, or functionality, in each case, without the Company's prior written approval.

() Advertiser warrants and represents: (a) that any musical composition used in a commercial announcement is covered by an ASCAP, BMI or SESAC performing rights license or (b) that it has secured, at its expense, a performing rights license from the author, composer and publisher.

() Advertiser and its Agency warrant and represent that no commercial announcement includes or will include any matter for which money, services or other valuable consideration is directly or indirectly paid, or promised to, or charged or accepted by Advertiser or its Agency. The term "service or other valuable consideration" shall not include any service or property furnished without charge or at a nominal charge for use in or in connection with any commercial announcement unless it is so furnished in consideration of an identification in a broadcast of any person, product, service, trademark or brand name, beyond an identification which is reasonably related to the use of such service or property in the commercial announcement pursuant to 47 CFR § 73.1212.

() FAILURE TO FURNISH COMMERCIAL ANNOUNCEMENTS TO COMPANY:

If Advertiser fails to furnish the required commercial announcements, or any part thereof, Advertiser will remain obligated to pay for the time for which it has contracted. If Advertiser's commercial announcements do not, in the opinion of the Company, conform to Company policies, and/or should Company reject Advertiser's commercial announcements in accordance with the terms in Section 6(a) above, then Company shall not be required to run the commercial announcements, and Advertiser will be required to furnish substitute commercial announcements and will remain obligated to pay for the commercial announcements for which it has contracted.

() FAILURE OF FACILITIES:

Any delay or interruption in broadcasting programs or failure at any time to broadcast Advertiser's commercial announcements, in whole or part, due to acts of God, strikes or threats of strikes, acts of war or terrorism, force majeure or due to any other causes beyond the reasonable control of Company (including, but not limited to mechanical breakdowns) shall not constitute a breach of this Agreement and Company shall not be liable to Advertiser, except that Company may (to the extent that such cases do not arise through the fault of Advertiser or its Agency) allow a pro-rata reduction in the amount charged in the affected commercial announcement order. . If the failure in broadcast is of either audio or video signal only, but not both, the amount of said pro-rata reduction shall be subject to negotiation.

() TERMINATION:

Advertiser or Company may terminate a commercial announcement order placed pursuant to this Agreement by giving the other party written notice not less than four (4) broadcast weeks (exclusive of hiatus weeks) prior to the date on which such termination is to become effective, but no such notice shall be effective until completion of four (4) broadcast weeks (exclusive of hiatus weeks) from the start of the schedule under a commercial announcement order placed. If Advertiser so terminates a commercial announcement order, Advertiser will forfeit any discount which it would have earned had it fulfilled said order, and Advertiser will be billed at and agrees to pay the prevailing rates in effect when the commercial announcement order was entered into.

() WARRANTY, DEFENSE AND INDEMNIFICATION:

Advertiser and Agency warrant that the broadcasting of its commercial announcements will not violate the rights of any person, firm or corporation, or any applicable law, rule or regulation, and that the content, placement, and purchase of any of their commercial announcements will not impermissibly discriminate against any protected class or entity. Advertiser and Agency agree to indemnify, hold harmless and defend Company, its officers, directors, agents, employees, stockholders, and its subsidiaries from and against any and all claims, suits, damages, liabilities, costs and expenses, including attorneys' fees, arising from the distribution of their commercial announcements as permitted herein or arising out of any breach of any warranty or term set forth herein. Company's approval of Advertiser's commercial announcements for distribution shall not affect Advertiser's/Agency's obligations hereunder. Company similarly agrees to indemnify, hold harmless and defend Advertiser and Agency with respect to any claims arising from the distribution of materials furnished by Company (except to the extent that claims arise from commercial announcements produced by Company on Advertiser's behalf and in accordance with Advertiser's/Agency's specifications, in which case Advertiser and Agency shall indemnify Company). The indemnitor will be notified as soon as reasonably possible of any claim or the commencement of any litigation, and the indemnitee will cooperate fully in the defense of any such claim or litigation, including providing all relevant information in its possession or under its control. The terms of this paragraph shall survive the expiration or termination of this Agreement.

() NEW OR SPECIAL TAXES:

Company reserves the right to charge Advertiser, in whole or in part, the amount of any applicable taxes (other than taxes based on net income) charged or assessed against Company on account of this Agreement or the performance of Company's obligations hereunder.

() GENERAL:

() Company shall not be liable for loss of or damage to any material or property furnished by Agency or Advertiser to Company hereunder, except for loss or damage caused by the gross negligence of Company or its employees.

() This Agreement, including the rights under it, may not be assigned or transferred without first obtaining the consent of the Company in writing, nor may Company be required to broadcast or otherwise perform hereunder for the benefit of any advertiser or product other than the Advertiser and the Advertiser's products named on the face of this Agreement.

() Waiver by Company of any provision herein or waiver by Company of any breach of any provision herein shall not constitute a waiver of any other provision herein, or a waiver of further compliance with the same provision or a waiver of any subsequent breach of any provision herein.

() Company represents that it is an Equal Opportunity Employer and that it does not discriminate against minority owned businesses or any protected class or entity.

() This Agreement is made subject to all applicable federal, state and municipal laws and regulations, including regulations of any government agency having jurisdiction hereof and shall be construed according to the laws of the state in which Company is located. Each party submits to exclusive jurisdiction and venue in the courts of the state in which Company is located.

() This Agreement contains the entire agreement between the parties and no modification of any of the provisions hereof shall be binding on Company unless evidenced in writing executed on Company's behalf by one of its authorized officers.

() To the extent this Agreement is for a time order, the words spot announcement or commercial announcement shall be read to mean time order throughout this Agreement.

() Any provision or provisions of this Agreement which shall be held by any court to be voided or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.