

Standard Advertiser Terms and Conditions

These **Standard Advertiser Terms and Conditions** (the "**Terms**"), and any attached insertion orders, Cox Media order/confirmation forms (collectively, "**Order Forms**") and/or product addenda constitute the entire agreement (the "**Contract**") between Cox Media, LLC (with respect to operations located in all states except Louisiana), and Cox Communications Louisiana, LLC d/b/a Cox Media (with respect to Louisiana operations) (the applicable entity shall be referred to herein as "**Cox Media**") and the advertiser or any agency and/or media placement service (collectively, "**Advertiser**") purchasing online/web-based and/or mobile advertisements, cablecast time for commercial announcements, avideo-on-demand ("**VOD**") advertising time and program time and advertisements in any other media (collectively, "**Ads**"). Cox Media is authorized to sell Ads on the website(s) owned and operated by Cox Communications, Inc. ("**Site Owner**") and to sell Mobile Ads. Ads within cablecasts and VOD programming and Ads in any other media on behalf of Cox Communications, Inc. owned or operated cable systems and/or as representation for cable systems owned by third parties ("**Systems**").

General Terms

1. **Ordering of Ads and Products.** Cox Media will provide Advertiser the products, software and/or services ("**Products**") described in this Contract. Advertiser will provide the information or assistance specified in this Contract. Ads shall be displayed in the format(s) and media and shall have the attributes each as specified in the applicable Order Form.

2. **Term and Termination.** The term of the Contract ("**Term**") is one month or such longer period as stated in the Order Form. The Term may be extended only by a written agreement executed by all parties prior to the Contract's expiration date. Either party may terminate with or without cause upon thirty (30) days prior written notice to the other party. Either Advertiser or Cox Media may terminate if the other party is in material breach and such breach is not cured within twenty (20) days of written notice from the non-breaching party; provided, however, that Cox Media may terminate immediately if Advertiser fails to pay any invoice when due. Upon termination, all charges for Ads that have been displayed on Site Owner's web site or cablecast or displayed within VOD programming in any System before termination, and any fees for Products otherwise incurred before the termination date shall become immediately due and payable, including interest on any sums not paid when due. If Advertiser terminates, cancels or fails to fulfill all of its obligations, or if Cox Media cancels or terminates for cause for Ads already aired, Advertiser shall not receive any discounts and the amount due shall be calculated at the "earned rate" from the rate card then in effect, and Cox Media may require that Advertiser to pay for airtime contracted.

3. **Payment.** (a) Ads in Any Media. Advertiser acknowledges that certain Ads or other Products provided by Site Owner or Cox Media will require Advertiser to make full payment in advance. As such, Cox Media, in its discretion, shall either (i) invoice Advertiser in advance on a monthly basis (with payment due as set forth in the General Payment Terms below) or (ii) charge on a monthly basis (in advance) the appropriate payment(s) identified under the Contract to Advertiser's credit card. If any federal, state or local taxes are imposed on the Products, including on the display of Ads or other material on Site Owner's web site or Advertiser's Web Site(s), such taxes shall be assumed and paid by Advertiser. (b) Cablecast and VOD Ads. Cox Media will bill Advertiser 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 as set forth in the General Payment Terms below, except that if Customer does not meet credit requirements, Customer must pay in advance. When possible, Cox Media will include the Ad's duration, cost, airdate range, and time of airing according to the System's log, but not the name of the cable TV program during which the Ad will be aired. (c) General Payment Terms. Invoices are deemed correct absent manifest error. All invoiced amounts are payable to Cox Media on behalf of itself or the applicable Site Owner or System. Notwithstanding to whom invoices are sent, Advertiser, including the actual advertiser, its agency and media placement service are jointly and severally obligated to pay by the invoice due date and until Cox 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 Cox Media. All payments are due within thirty (30) days of the applicable invoice date (whether single or recurring) and may be due in advance of the display or cablecast of the Ad. Cox Media may assess interest of 1.50% per month (or the highest rate permitted by law, if less) on any overdue balance. Upon any failure by Advertiser to make payment, Advertiser is responsible for all reasonable expenses (including attorneys' fees) incurred by Cox Media or any System or Site Owner in collection of such amounts.

4. **Rates and Acceptance.** Advertiser agrees to pay the rates and all other charges invoiced. Once invoiced, rates are not subject to change except as set forth in Section 2. Additional purchases of cable TV program time are at rates and conditions in effect at the time of such additional purchases. The purchase by Advertiser of production services for Ads is subject to Cox Media's standard rates, cancellation policies and content approval process. Cox Media or Site Owner may change any monthly recurring charges for online Ads or Products upon thirty (30) days written notice to Advertiser. However, within ten (10) days of receipt of such notice, Advertiser may terminate the Contract, or cancel particular Products, as of the end of the then-current month, by sending written notice to Cox Media. Except as expressly set forth in the Contract, any extension or renewal, or acceptance of any additional order for Ads or other Products shall be at the sole discretion of Cox Media. Pricing for any renewal period is subject to change by Cox Media or Site Owner. Acceptance of any order is contingent on final credit approval by Cox Media. Acceptance of this Contract is contingent on approval and signature by an authorized Cox Media representative.

5. **Agencies.** If the entity entering the Contract as "Advertiser" is an agency or media placement service, then the entity that is the actual advertiser, as well as the agency or media placement service, will be jointly and severally liable hereunder. The entity signing the Contract as Advertiser warrants that it is duly authorized and has the full power to bind itself and any entity on behalf of which it is acting, and agrees to indemnify and hold Cox Media, Site Owner and each System harmless from and against any and all claims, losses, damages or costs (including attorney's fees) arising out of a breach of the foregoing warranty. Advertiser shall be solely responsible for any commission due to any agency or media placement firm.

6. **Advertiser Representations and Warranties.** Advertiser represents and warrants that it has the rights to publish, transmit and make copies of the contents of the Ads and all text, data, still pictures, illustrations, graphics, other visual materials and/or audio materials, tradenames, trademarks, service marks and metadata that Advertiser includes within an Ad or otherwise provides to Cox Media for incorporation into any Ads (collectively, the "**Advertiser Content**"), and any other material that Advertiser provides to Cox Media or Site Owner, without infringing any rights of any third party or violating any applicable laws, rules or regulations. Advertiser further represents and warrants that (a) all Ads and Advertiser Content comply with all applicable governmental and industry codes, rules and regulations and with Cox Media's commercial and program standards; (b) the Ads and Advertiser Content 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 (c) the Ads and Advertiser Content do not give rise to any product liability or other claim.

7. **Indemnification.** (a) Advertiser agrees to indemnify and hold Cox Media, Site Owner and each System, and each of their affiliates and their respective officers, directors, shareholders, employees and vendors, harmless against any and all liability, loss or expense: (i) arising from any violations of law, claims for defamation, libel, unfair competition, unfair trade practices, deceptive advertising, violation of rights of privacy or of publicity, claims for music license fees and/or royalties (except for the performance of music on a 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, publication or other distribution in any medium of the Ads, the Advertiser Content or any material furnished by Advertiser or created by Cox Media at Advertiser's request; and/or (ii) resulting from Advertiser's breach of any representation or warranty hereunder. Advertiser agrees to pay all costs of any such actions, including expenses and reasonable attorneys' fees for counsel of Cox Media's selection. (b) Cox Media agrees to indemnify and hold Advertiser harmless against all

liability resulting from the cablecast of (i) program material furnished by Cox Media without creative input by customer; and/or (ii) music compositions licensed for cablecasting by a music licensing organization to which a System and/or Cox 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.

8. **DISCLAIMER; LIMITATION OF LIABILITY.** COX MEDIA, SITE OWNER, SYSTEM AND EACH OF THEIR VENDORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, NONINFRINGEMENT OR TRADE USAGE. IN NO EVENT SHALL COX MEDIA, SITE OWNER OR SYSTEM OR THEIR VENDORS BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), PUNITIVE DAMAGES OR MONETARY DAMAGES OF ANY TYPE WHATSOEVER. THE AGGREGATE LIABILITY OF COX MEDIA, SITE OWNER, SYSTEM AND THEIR VENDORS SHALL BE LIMITED TO THE AMOUNT PAID TO COX MEDIA BY ADVERTISER UNDER THE CONTRACT OR A MAKE-GOOD PLACEMENT OF THE AD OR OTHER PRODUCT AT A LATER TIME IN A COMPARABLE POSITION, AT SITE OWNER'S OR SYSTEM'S DISCRETION.

CABLECAST AND VOD ADS. COX MEDIA, SYSTEM AND EACH OF THEIR VENDORS (INCLUDING ANY THIRD PARTY PROVIDING SERVICES OR PRODUCTS TO COX MEDIA, SITE OWNER, SYSTEM OR ADVERTISER) EXPRESSLY DISCLAIM THE ACCURACY OF SUBSCRIBER NUMBERS, COVERAGE MAPS, LISTS OF ZIP CODES, OR ANY OTHER INDICATIONS OF THE NUMBER OF VIEWERS THAT MAY WATCH ANY AD OR OTHERWISE VIEW OR ACCESS ANY ADVERTISER CONTENT. SUCH INFORMATION IS AN ESTIMATE AND IS NOT BINDING UPON COX MEDIA. SUBSCRIBER NUMBERS AND COVERAGE AREAS ARE SUBJECT TO CHANGE FROM TIME-TO-TIME WITHOUT NOTICE FROM COX MEDIA. ADS 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. COX MEDIA MAY USE SEVERAL DIFFERENT ACCEPTED INDUSTRY STANDARDS FOR CALCULATING SUBSCRIBER NUMBERS AND INTERNET TRAFFIC AND THAT METHOD MAY DIFFER FROM THAT USED BY OTHER CABLE OPERATORS OR BUSINESSES.

ONLINE AND MOBILE ADS AND PRODUCTS. COX MEDIA, SITE OWNER AND EACH OF THEIR VENDORS (INCLUDING ANY THIRD PARTY PROVIDING SERVICES OR PRODUCTS TO COX MEDIA, SITE OWNER, SYSTEM OR ADVERTISER) SHALL NOT BE LIABLE FOR ANY LOSS, COST, DAMAGE, OR EXPENSE (INCLUDING ATTORNEYS' FEES), INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, CAUSED BY OR ARISING OUT OF, EITHER DIRECTLY OR INDIRECTLY, ANY AD, NON-STANDARD AD OR OTHER PRODUCT DISPLAYED ON ANY WEB SITE OR MOBILE DEVICE, THE MANNER IN WHICH ANY MATERIAL IS DISPLAYED ON OR DISTRIBUTED TO WEB SITE(S) OR MOBILE DEVICES, THE FAILURE TO DISPLAY OR DELIVERY ANY AD OR OTHER PRODUCT ON THE APPLICABLE WEB SITE(S) OR MOBILE DEVICES, OR ANY TECHNICAL MALFUNCTION, COMPUTER ERROR, DELIVERY FAILURE OR LOSS OF DATA OR OTHER INJURY, ARISING, DIRECTLY OR INDIRECTLY, FROM ADVERTISER'S USE OF SITE OWNER'S SERVICES OR THE SERVICES OF ANY SITE OWNER VENDORS. SPECIFICALLY, AND WITHOUT LIMITING THE FOREGOING, COX MEDIA, SITE OWNER AND SITE OWNER VENDORS DO NOT REPRESENT OR WARRANT THAT ANY AD OR PRODUCTS WILL BE DISPLAYED OR OTHERWISE TRANSMITTED WITHOUT INTERRUPTION OR ERROR.

9. **Disputes.** ANY DISCREPANCY, DISPUTE OR DISAGREEMENT BY ADVERTISER WITH ANY CABLECAST, AD, PRODUCT, SERVICE OR AMOUNT CHARGED HEREUNDER (A "DISPUTE") MUST BE REPORTED TO COX MEDIA IN WRITING WITHIN TEN (10) BUSINESS DAYS FROM THE LAST SCHEDULED AIR DATE OR PUBLICATION DATE OF THE AD 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 ADVERTISER ARISING FROM THE DISPUTE.

10. **Assignability.** Cox Media may subcontract any or all of the Products or services it is to provide to Advertiser, without notice to Advertiser. Advertiser may not assign the Contract without Cox Media's prior written consent, not to be unreasonably withheld or delayed. Cox Media may assign the Contract without notice to Advertiser to any entity that controls, is controlled by, or is under common control with Cox Media or one of its affiliates.

11. **Non-Disclosure.** Neither Cox Media, Site Owner, System nor Advertiser shall disclose to any person or entity, directly or indirectly, without the prior approval of the other, (i) the terms of the Contract, or (ii) any other non-public information relating to the other party obtained by virtue of the Contract, except on a confidential basis to its business, legal and financial advisors or as required to be disclosed under applicable law or by legal process. Notwithstanding the foregoing, Cox Media and Site Owner shall at all times maintain the right to disclose the terms of the Contract, and any non-public information relating to Advertiser by virtue of the Contract, (a) to Cox Media's or Site Owner's affiliated entities and any third party vendors for the purpose of performing its obligations under this Contract; (b) to clients of a media buyer or agency; (c) to any potential buyers of a System or Site Owner; and (d) to any third party pursuant to a subpoena, court order or similar judicial process without notice to, or consent of Advertiser.

12. **Block List.** Advertiser understands and agrees that all Ads are subject to Cox Media's then-current list of prohibited categories of services, prohibited advertisers and prohibited subject matter (collectively, the "**Block List**"). Advertiser agrees that it will be responsible for complying with the Block List and that Cox Media will have the right to refuse to run or air and to cease running or airing any Ads that do not comply with the Block List. The Block List may change from time to time, at Cox Media's sole discretion. Cox Media will provide Advertiser with a copy of or a link to the then-current Block List upon Advertiser's request.

13. **Miscellaneous.** If all or part of any System or Site Owner is sold, Cox Media reserves the right to partition any Advertiser order between a sold System/Site Owner and an unsold System/Site Owner, as determined by Cox Media in its sole discretion. Cox Media is not required to cablecast, publish or otherwise distribute an Ad for any advertiser other than the Advertiser named herein or for any product or service other than as specified herein. Nothing in the Contract shall be deemed to create the relationship of partners, joint venturers, employer-employee, or franchiser-franchisee between the parties. Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party. The warranties, confidentiality and indemnification obligations, limitations of liability and ownership rights set forth herein shall survive the termination or expiration of the Contract. All notices that either party may be required or may desire to serve upon the other in connection with the Contract shall be in writing and may be served personally or by prepaid registered or certified United States mail or by private mail service (such as Federal Express or UPS), to the address of the other party on the Order Form. The Contract shall be governed by the laws of the State of Delaware (without regard to Delaware's conflict of laws provisions). All disputes, controversies or claims which relate in any way to this Contract will be resolved by arbitration in Atlanta, Georgia, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award by the arbitrators shall be final, and may be enforced in any court having jurisdiction. Should any provision or part of any provision of the Contract be void or unenforceable, such provision, or part thereof, shall be restated to match most closely the intentions of the parties, and the remainder of the Contract shall remain in full force and effect. This Contract constitutes the entire agreement between the parties pertaining to the subject matter and supersedes all prior agreements. The Terms apply to any future internet or cable advertising order by Advertiser, unless a new set of Terms is signed by Advertiser and Cox Media. In the event of any inconsistency between the Terms and an Order Form, the Terms control. The Contract cannot be modified except in a writing that is signed by both parties. The section headings contained in these Terms are for reference purposes only and shall not in any way affect the meaning or interpretations of these Terms. The Order Form is attached to this Contract and incorporated into this Contract by this reference. Advertiser agrees that certain third party vendors of Cox Media may be intended third party beneficiaries of this Agreement with full rights and authority to seek direct

enforcement against Advertiser of those provisions of this Agreement relating to the vendor-provided services and/or protecting such vendors from liability caused by Advertiser's actions.

Special Terms for Cablecast Ads

1. **Failure to Cablecast.** System may substitute for an Ad any matter that System deems, in its sole discretion, of greater importance. All Ads are preemptible. If System does not cablecast an Ad at any stipulated time, System may cablecast the Ad at subsequent times. Cox Media will notify Customer in advance, if reasonably possible, or within a reasonable time after substitution. Cox Media's liability for failure to cablecast shall not exceed the amount paid by Customer for cablecast of the Ad and in no event is Advertiser entitled to a cash refund or monetary damages. Except as set forth in Section 2, if the Ad is not cablecast by Cox Media, Advertiser is not required to pay for cablecast, or is entitled to a refund of any amount already paid. Notwithstanding anything to the contrary in this Contract, if an Ad airs for at least ninety percent (90%) of the time ordered, or within five (5) minutes of a requested time, Advertiser agrees to pay in full. Upon 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 Cox Media (a "**Force Majeure Event**"), Cox Media or System shall not be liable for any failure to perform. If a Force Majeure Event affects Cox Media's performance, Advertiser 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, giving the majority of subscribers in the applicable area the ability to receive the service on which the Ad airs.

2. **Advertiser Content.** Advertiser'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). Contact Cox Media for more information. Advertiser shall furnish all Advertiser Content at Advertiser's expense. Advertiser shall deliver Advertiser Content and cablecast scheduling instructions to Cox Media before the System's established deadlines and no less than two (2) full business days before scheduled cablecast. If Advertiser fails to meet these deadlines or to use the time contracted for, Cox Media may substitute another program at Advertiser's expense and Advertiser remains liable for the full amount contracted for herein. All Ads are subject to approval (before, during or after the scheduled run of any Ads) of Cox Media, System and any programming service on which the Ad is to be cablecast ("**Service**"). Cox Media may refuse at any time to cablecast an Ad in all or parts of the area serviced by the System that Cox 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 Cox Media to cablecast any Ad, sound recordings or material inconsistent with the policies or practices of Cox Media, System or Service. If any Ad is unsatisfactory, Cox Media shall make reasonable efforts to notify Advertiser. Unless Advertiser or its agency (if any) furnishes satisfactory material 72 hours before the scheduled cablecast time, Cox Media may at its option: (i) substitute its own program at no charge to Advertiser, (ii) terminate this Contract without liability or charge to either party, and/or (iii) hold Advertiser liable for all time reserved. Cox Media and System may solicit and cablecast programs or announcements that compete with Advertiser's business, products or services. Cox Media will not return tapes and other material unless: (i) Advertiser requested their return in this Contract, and (ii) Advertiser picks up the material at its own expense within thirty (30) days after initial receipt by Cox Media. Otherwise, Cox Media or System may dispose of all material including materials created by Cox Media for Advertiser. Video shot by Cox Media for Advertiser may be used by Cox Media in commercials or programs for other customers and will not necessarily be retained by Cox Media unless otherwise required in the Order Form.

Special Terms for VOD

1. **Advertiser Content Parameters.** Advertiser understands and agrees that it will not receive any category exclusivity or other exclusive

rights for VOD advertising unless expressly stated. Cox Media is not required to cablecast Ads for any product or service other than those specified herein.

2. **Promotion of Video on Demand.** Cox Media may at its option promote VOD using its local cable television avails. Promotional spots may at Cox Media's option feature Advertiser's Ads. Nothing in this section shall be construed as obligating Cox Media to promote Advertiser's Ads via cable television advertisements.

3. **Reports.** Cox Media may provide to Advertiser "Base Reports" including: non-personally identifiable consumer usage data collected on its Content and aggregated data across all VOD participants on VOD. Advertiser agrees that all usage data relating to its Ads will be aggregated with usage data for other VOD advertiser content, and will be included in an aggregate report available to other VOD advertisers. Cox Media will comply with applicable laws and regulations in collecting consumer usage data.

4. **Video on Demand Data.** Cox Media shall have the exclusive right to publicly announce data relating to VOD (including the fact that Advertiser is a VOD advertiser, unless Advertiser requests otherwise). Cox Media may utilize VOD data in such marketing, publicity and other statements, as Cox Media in its sole discretion deems appropriate.

Special Terms for Online Ads

1. **Online Ads.** Unless otherwise specified in the Order Form the, positioning and size of Ads is at Cox Media's or Site Owner's sole discretion. Cox Media or Site Owner makes no guarantees with respect to usage statistics or levels of impressions for any Ads. Cox Media agrees to use commercially reasonable efforts to fulfill the number of impressions agreed to in the Order Form. Cox Media provides Advertiser with estimated usage only as a courtesy and shall not be liable for any claims relating to such usage statistics. Cox Media and Site Owner reserve the right to edit, revise, reject or cancel any Ad space reservation or position commitment at any time. Advertiser may not resell, assign or transfer any of its rights under the Contract. Advertiser shall at all times be responsible to provide Cox Media with accurate traffic instructions for all Ads placed under the Contract. For standard requests, Advertiser shall provide the Advertising Content and traffic instructions to Cox Media at least three (3) business days before the start date specified in the Order Form and, for content integration services, at least eight (8) business days before the start date specified in the Order Form (or, in either case, earlier if requested by Cox Media) or the Ad posting may be delayed by Cox Media. Advertiser agrees to monitor the Ads to ensure Cox Media is following the trafficking instructions Advertiser provided to Site Owner, and to notify Cox Media immediately of any errors.

2. **Integration Services.** All Advertiser Content supplied by or on behalf of Advertiser (in whatever format or medium) used on any Site Owner web site shall comply with Site Owner's then-current technical direction, guidelines, practices and specifications. Any such Advertising Content, as provided to Site Owner, will not contain any instructions, recipes or formulas that would either directly or indirectly, if implemented, result in injury to Site Owner or any third party.

3. **Creative Services/License.** If the Contract provides that Cox Media, Site Owner or any vendor of Cox Media or Site Owner will provide creative services (e.g., development of Ads), such services will be subject to availability of Cox Media, Site Owner's or such third party vendor's creative capacity and will be provided in accordance with reasonable professional standards, but otherwise on an "as is" basis. Site Owner may incorporate Advertiser Content (as defined below) as well as content or functionality owned or arranged for by Site Owner in the product(s) of Site Owner's creative efforts ("**Works**"). Advertiser Content shall continue to be owned by Advertiser and/or Advertiser's licensor(s). Site Owner and/or Site Owner's licensors shall continue to own the content or functionality supplied by Site Owner. Site Owner shall also retain ownership of the Works. Site Owner hereby grants to Advertiser a license for the term of the Contract to display, reproduce, transmit, distribute and otherwise use the Works on and in connection with Advertiser's Ads on the applicable Site Owner web sites identified in the applicable Order Form.

4. **Advertiser Content.** Advertiser will provide all Advertiser Content to Cox Media and/or Site Owner. If Advertiser provides, makes available or otherwise requests that Site Owner incorporate audio or audio-visual materials in Ads, web sites or other Products made available under the Contract, Advertisers shall be responsible for any and all copyright and

performance rights fees arising from the use, storage and transmission of such audio or audio-visual materials under the Contract, including without limitation, ASCAP, BMI or SESAC licensing fees, and any statutory compulsory license or other license fees to be paid with respect to the copyright in any sound recordings made a part of Ads, web sites or other Products provided under the Contract. Advertiser hereby grants to Site Owner and Site Owner Vendors (as defined below) during the Term a non-exclusive, royalty-free, fully-paid up, worldwide right and license to distribute, transmit, publish, copy, store, reproduce, perform, exhibit, display or otherwise use (a) the Advertiser Content for the purpose of providing the Products to Advertiser; and (b) Advertiser's trade name and associated trademarks or service marks for purposes of registering custom URLs, purchasing keywords or otherwise engaging in search engine marketing or similar services on behalf of Advertiser. Advertiser shall submit Advertiser Content in accordance with Site Owner's policies in effect from time to time, including policies regarding format and submission deadlines. However, Cox Media or Site Owner, in its sole discretion, may refuse to include or may remove any particular Advertiser Content from the Site Owner web site(s) and in any Ad for Site Owner web site(s) and/or in the Advertiser's Web Site, as well as reject any URL link embodied in the Advertiser Content. All expenses connected with the delivery to Cox Media or Site Owner of Advertiser Content shall be paid by Advertiser. Cox Media and/or Site Owner may dispose of any such materials delivered to it unless acceptable prepaid return arrangements have previously been made.

5. **Links from Site Owner Site(s).** If the Contract contemplates that Site Owner will provide links from any Site Owner web site(s) or Ad to any third party web site, including the Advertiser's web site(s) or any other web site owned by or provided on behalf of Advertiser, Site Owner may nevertheless, in its sole discretion from time to time, eliminate or disable any link from any Site Owner web site(s) or Ad to any such third party web site, if Site Owner deems any of the content of such web site that comes to Site Owner's attention either inappropriate or otherwise objectionable or undesirable (whether for editorial, legal, business or other reasons).

6. **Ownership.** Cox Media and/or Site Owner and its affiliated entities own all right, title and interest (including copyright) in the Site Owner web sites and the Products, subject to the rights, if any, of Site Owner's licensors, as well as in any advertising material or other content that is furnished by or represents the creative effort of Cox Media and/or Site Owner and its affiliated entities. Except as provided in connection with the license granted by Site Owner herein, Advertiser shall not authorize electronic, photographic or any other reproduction of any such material for use in any medium, without Cox Media's and/or Site Owner's written consent. If Site Owner is providing a web site pursuant to the Contract, Site Owner owns all right, title and interest (including copyright) in such web site, except for the Advertiser Content on such site and the URL of such web site, the rights to which will belong to Advertiser; provided such URL does not include a trademark or trade name of Cox Media, Site Owner or their affiliated entities. Cox Media and/or Site Owner may affix its copyright notice (or any other party's attribution it deems appropriate) to the homepage of such web site, and the web site shall not contain any other copyright notice. Advertiser agrees to assist Site Owner, if requested by Site Owner, in registering and enforcing all copyrights and other rights and protections relating to such web site in any and all countries. Cox Media and/or Site Owner, for itself and its affiliated entities, also own all user information (including without limitation any personally identifiable transactional data, "clickstream" data or demographic information) collected by Site Owner and/or its vendors on or through the Site Owner web sites, including Advertiser's Ads, and on or through Advertiser's Web Site, and Advertiser shall not obtain any rights in such information by virtue of the Contract. Advertiser shall not place or knowingly permit advertisements that obstruct or interrupt the user's experience on any Site Owner's website, including but not limited to, expanding ads, pop-under ads or pop-up ads. Advertiser shall ensure that no spyware, cookies, tracking, snooping or scripting software (e.g. Java Script) or malicious code are included with any of the Advertiser Content, or any software used by Advertiser to track usage or monitor an individual's usage of a website. Site Owner shall have the right to audit the Advertiser's content at any time for such software or code. Advertiser's use of any such software or code shall constitute a material breach of this Agreement. Advertiser shall not capture, share or use any personally identifiable information from any Site Owner website or from any visitors to any Site Owner website.

7. **Privacy.** If the Contract contemplates that Site Owner or Cox Media and/or third party vendor of Cox Media or Site Owner will provide to Advertiser certain technology that is included as part of a Product, and that, according to applicable laws or regulations, or pursuant to Site Owner's or Cox Media's request, the use of such technology requires a special notice to users relating to privacy, then Advertiser shall provide such notice to its users as may be required by applicable laws or regulations, or as otherwise requested by Site Owner. Such notice will include without limitation identifying the general nature of such technology in Advertiser's privacy policy statement and implementing a link from Advertiser's privacy policy statement to the privacy policy statement of the third party vendor providing such technology.

Special Terms for Mobile Ads

1. **General.** These special terms apply to mobile advertisements offered by Cox Media via Short Message Service or SMS ("Mobile Ads"). Cox Media will make commercially reasonable efforts to provide Mobile Ads via all "Tier 1" mobile telephone service provider ("Wireless Carrier") services (currently AT&T, Verizon Wireless, Sprint/Nextel, T-Mobile, Virgin Mobile and Alltel); provided, however, that the Wireless Carriers through which Cox Media distributes the Mobile Ads may change from time to time. The Mobile Ads may include one or more of the following types of advertisements: (a) mobile alerts; (b) mobile coupons; (c) voting/polling; (d) sweepstakes/text-to-win; and (e) interactive voice response. Due to the nature of the Mobile Ads and the methods for making consumers aware of the Mobile Ads, Cox Media may sell Mobile Ads as part of a bundle with Ads in other media (e.g., Cablecast Ads or Online Ads). Cox Media makes no guarantees regarding the results of any Mobile Ad campaign, including in terms of consumer response, impact on sales, the redemption of coupons or otherwise. Cox Media provides Advertiser with estimated usage only as a courtesy and shall not be liable for any claims relating to such usage statistics. Cox Media reserves the right to edit, revise, reject or cancel any Mobile Ad campaign at any time. Advertiser may not resell, assign or transfer any of its rights under the Contract. Advertiser shall provide the Advertiser Content and any related specifications regarding the applicable Mobile Ad campaign to Cox Media at least ten (10) business days before the start date specified in the Order Form. Advertiser is solely responsible for the Advertiser Content within its Mobile Ads and for ensuring that such Advertiser Content complies with all applicable laws, rules, regulations, orders and directives, including without limitation, any governing advertising privacy or disclosures to customers as well as the Mobile Marketing Association Consumer Best Practices Guidelines and all applicable best practice, acceptable use policies and any other published documentation or guidelines from any Wireless Carrier (such guidelines are referred to collectively as "Guidelines"). Guidelines may be modified from time to time at the sole discretion of the publishing entities; Cox Media will make commercially reasonable efforts to advise Advertiser of any changes to the applicable Guidelines within ten (10) days after Cox Media receives such revised Guidelines in writing.

2. **Review of Mobile Ads.** Cox Media, its Vendor(s) and any Wireless Carriers may review the Mobile Ads and any applicable Mobile Ad campaign details for compliance with the applicable Guidelines from time to time, which review may include reviewing the Advertiser Content and associated messages. Further Advertiser will submit to Cox Media advance copies of all Advertiser Content and Mobile Ad processes (including the opt-in process), and any changes thereto, for all Mobile Ads. Cox Media's or its Vendor's review of such materials does not constitute legal advice or an opinion as to the appropriateness or legality of any such materials or the applicable Mobile Ad campaign. Advertiser should consult with its own attorney and advisors to confirm the appropriateness and legality of such materials or the applicable Mobile Ad campaign. Without limiting the foregoing, if Cox Media is notified or otherwise becomes aware of Advertiser Content that violates the requirements of this Contract, Cox Media may (but shall not be required to) investigate the allegation and determine, in its sole discretion, whether to block or cease to distribute the Mobile Ads containing such Advertiser Content. Cox Media shall not be liable for any damages incurred by Advertiser because of any such action.

3. **Compliance with Opt-Out/Opt-In Requirements.** Advertiser understands and agrees that the Mobile Ads will be subject to applicable laws, regulations and Guidelines regarding consumer disclosure and consent and

Advertiser is responsible for complying with such laws, regulations and Guidelines. Without limiting the foregoing, Cox Media reserves the right to send Mobile Ads only to those consumers who have initiated contact with Cox Media in response to a promotion or call to action in another medium (e.g., a 30 second Cablecast Ad that prompts viewers to participate in special offers such as coupons, voting or sweepstakes), to give such consumers the right to opt-out of receiving any future mobile messages (which opt-out right will be included in the initial message to a consumer) and to require such consumers to opt-in to receive any additional text messages relating to the Advertiser's product or services (which opt-in choice will be included in the second message to the consumer). If the consumer does not opt-in to the second message, then Cox Media reserves the right to cease to transmit any additional mobile text messages to such consumer. Advertiser agrees to include in the Advertiser Content and Mobile Ad campaign process an option that permits consumers to immediately cease receiving the Mobile Ads by replying to such message with the word "Stop". Further, Advertiser is responsible for including in the Advertiser Content disclosures of the fact that Wireless Carrier costs (such as messaging fees and data transmission fees) may apply, as required by law and any applicable Guidelines and for complying with any other laws or regulations that apply to specific types of Mobile Ads (e.g., laws governing the conduct of sweepstakes and contests). To the extent that any applicable "terms and conditions" apply to certain Mobile Ads, Advertiser will make such terms and conditions available to consumers in accordance with the applicable Guidelines and applicable law. . For avoidance of doubt and in order to comply with the opt-in requirements set forth herein, Cox Media will not accept or contact any consumers based on lists of telephone numbers supplied by Advertiser

4. Wireless Carrier Transmissions. Cox Media does not have control over and shall have no responsibility for (a) Wireless Carriers or their networks; (b) the acts or omissions of consumers; or (c) network carriers and aggregators that Cox Media may choose to use as intermediaries with Wireless Carriers. Further, Cox Media does not have any responsibility for any Wireless Carrier network or service outages or interruptions, any errors, omissions or failures by Wireless Carriers to deliver the Mobile Ads in accordance with the applicable Mobile Ad campaign details or any failures of the Mobile Ads to render properly on any consumer mobile device.

5. Ownership. Cox Media may provide reports to Advertiser regarding the effectiveness of each Mobile Ad campaign, which reports may include data such as the number of messages requested and sent, the number of double opt-ins per campaign, and breakdowns by location, area codes, day of the week and hour of the day; provided, however, that such reports will contain only aggregated anonymized data that does not identify any individual consumer or any mobile telephone number. Notwithstanding the foregoing, such reports and all information pertaining to consumer end users of the Mobile Ads (including such consumer end user's mobile telephone number) are the sole and exclusive property of Cox Media. Cox Media, for itself and its affiliated entities, also own all user information (including without limitation any personally identifiable transactional data or demographic information) collected by Cox Media or its Vendor(s) via the Mobile Ads and each Mobile Ad campaign. Advertiser shall not obtain any rights in such information by virtue of the Contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date of the last signature below.

CUSTOMER	COX MEDIA
SIGNATURE/DATE: _____	SIGNATURE/DATE: _____
NAME/TITLE: _____	NAME/TITLE: _____