

## Standard Terms and Conditions for On Line Advertising (National)

These terms and conditions (the "Standard Terms"), and Exhibit A, also known as the "Insertion Order" is the entire agreement (the "Agreement") 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 operations located in Louisiana) "Cox Media") and \_\_\_\_\_ ("Advertiser") with offices at \_\_\_\_\_. Cox Media is authorized to sell advertising on the website owned and operated by Cox Communications, Inc. ("Site Owner").

1. **General.** Cox Media will provide Advertiser the products, software and/or services ("Products") described in this Agreement. Advertiser will provide the information or assistance specified in the Agreement.

2. **Advertising:** Unless otherwise specified in Exhibit A, the, positioning and size of advertisements described in this Agreement ("Ads") is at 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 Exhibit A. 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 this Agreement. Advertiser shall at all times be responsible to provide Cox Media with accurate traffic instructions for all Ads placed under this Agreement. 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 Exhibit A and, for Content Integration services, at least eight (8) business days before the start date specified in Exhibit A (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 notice Cox Media immediately of any errors.

3. **Integration Services:** All Advertising Content from 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.

4. **Advertiser Content:** Advertiser will provide "tags," text, data, still pictures, illustrations, graphics, other visual materials and/or audio materials for Site Owner to include in Ads purchased by Advertiser for the Site Owner web site and, if applicable, for Advertiser's Web Site (the "Advertiser Content"). 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 this Agreement, Advertiser 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 this Agreement, 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 this Agreement. Advertiser hereby grants to Site Owner and the 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 the Advertiser Content for the purpose of providing the Products to 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, Site Owner, in its sole discretion, may refuse to include or may remove any particular Advertiser Content from the Site Owner web site and in any Ad for the Site Owner web site 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 Site Owner of Advertiser Content shall be paid by Advertiser. Site Owner may dispose of any such materials delivered to it unless acceptable prepaid return arrangements have previously been made. Advertiser acknowledges and agrees that Cox Media and/or Site Owner reserves the right to reject advertising for certain products and/or services which Cox Media and/or Site Owner deem to be unacceptable for placement on Site Owner's website.

5. **Links From Site Owner Site:** If this Agreement contemplates that Site Owner will provide links from the Site Owner web site 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 the Site Owner web site 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. **Rate Structure:** Advertiser acknowledges and agrees that advertising on Site Owner's website is based on rate, and that Cox Media fulfills advertising orders based upon rates paid by prospective advertisers, with higher-paid orders being fulfilled prior to lower-priced orders. If mutually agreed, Cox Media will invoice Advertiser based upon (*circle (a) or (b)*) (a) Advertiser-provided performance data (i.e. impression delivery) or (b) Cox Media-provided performance data. If applicable, Advertiser shall provide Cox Media with a written report setting forth the number of impressions per month for each Ad no later than the fifth (5<sup>th</sup>) day of the next month

7. **Payment:** Advertiser shall pay Cox Media, as agent for Site Owner for all Products. Unless otherwise agreed to pursuant to a written addendum to the Agreement, Advertiser shall make all monthly recurring charge payments to Site Owner, within thirty (30) days of receipt of invoices for each month's services. Amounts paid after such date shall bear interest at the rate of one percent (1%) per month (or the highest rate permitted by law, if less). In the event of any failure by Advertiser to make payment, Advertiser will be responsible for all reasonable expenses (including attorneys' fees) incurred by Cox Media or Site Owner in collection of such amounts. Cox Media or Site Owner may change any monthly recurring charges upon thirty (30) days written notice to Advertiser. However, within ten (10) days of receipt of such notice, Advertiser may terminate this Agreement, or cancel particular Products, as of the end of the then-current month, by sending written notice to Cox Media or Site Owner. In the event that any federal, state or local taxes are imposed on the Products, including on the display of Ads or other material on any Site Owner web site or Advertiser's Web Site(s), such taxes shall be assumed and paid by Advertiser.

8. **Term and Termination:** The term of this Agreement ("Term") is one month or such longer period as stated on Exhibit A. The Term of this Agreement may be extended only by a written agreement executed by all parties prior to the Agreement's date of expiration. Either party may terminate this Agreement at any time upon 24 hours (24) hours' prior written notice to the other. This Agreement will terminate automatically if Site Owner web site is sold or otherwise transferred to a third party not affiliated with Site Owner. Upon any such termination, all charges for Ads that have been displayed on any such Site Owner web site, or fees for Products otherwise incurred prior to the termination date shall become immediately due and payable, including interest on any sums not paid when due.

9. **Agencies:** If Advertiser is using an advertising agency for this Agreement, Advertiser and such agency shall be jointly and severally liable hereunder. The entity signing this Agreement warrants that it is duly authorized and has the full power to bind Advertiser, and agrees to indemnify and hold Cox Media and Site Owner and their affiliated companies and the Cox Vendors harmless from any and all claims, losses, damages or costs (including attorneys' fees) arising out of a breach of the foregoing warranty. Advertiser shall be solely responsible for any commission due to any agency.

10. **Ownership:** 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 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 Site Owner's written consent. If Site Owner is providing a web site pursuant to the Agreement, 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 Site Owner or its affiliated entities. 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, in registering and enforcing all copyrights and other rights and protections relating to such web site in any and all countries. 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 or Non-Standard Ads, and on or through Advertiser's Web Site, and Advertiser shall not obtain any rights in such information by virtue of

the Agreement. 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 Advertising 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 Site Owner's website or from any visitors to Site Owner's website.

**11. Renewal:** Except as expressly set forth in this Agreement, any extension or renewal, or acceptance of any additional order for Ads or other Products shall be at Site Owner's sole discretion. Pricing for any renewal period is subject to change by Site Owner.

**12. Advertiser Representations; Indemnification:** Advertiser represents and warrants that it has the rights to publish, transmit and make copies of the contents of the Ads and 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 agrees to indemnify and hold Cox Media, Site Owner, the Cox Vendors, and their respective affiliates, and each of their shareholders, directors, officers and employees harmless against any and all expenses and losses of any kind (including reasonable attorneys' fees and costs) incurred by them in connection with any claims of any kind arising out of publication of the Ads or Advertiser Content (including, without limitation, any claim of trademark or copyright infringement, libel, defamation, breach of confidentiality, invasion of the rights or privacy and publicity, false or deceptive advertising or sales practices) or any material of Advertiser to which users can link through the Ads or other Products.

**13. DISCLAIMER; LIMITATION OF LIABILITY:** COX MEDIA, SITE OWNER AND THE COX 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. NEITHER COX MEDIA, SITE OWNER, ITS AFFILIATED ENTITIES, NOR ANY THIRD PARTY PROVIDING SERVICES OR PRODUCTS TO COX MEDIA, SITE OWNER OR ITS AFFILIATED ENTITIES, OR TO ADVERTISER ON BEHALF OF SITE OWNER OR ITS AFFILIATED ENTITIES (COLLECTIVELY "COX VENDOR(S)"), SHALL BE LIABLE OR RESPONSIBLE TO ANY ADVERTISER OR ANY OTHER PERSON OR ENTITY 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 BREACH BY COX MEDIA OR SITE OWNER OF ANY OF THE TERMS OF THIS AGREEMENT, OR IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH ANY AD, NON-STANDARD AD OR OTHER PRODUCT DISPLAYED ON ANY SITE OWNER WEB SITE OR ADVERTISER'S WEB SITE, THE MANNER IN WHICH ANY MATERIAL IS DISPLAYED ON OR DISTRIBUTED TO SITE OWNER'S OR ADVERTISER'S WEB SITE(S), THE FAILURE TO DISPLAY ANY AD OR OTHER PRODUCT ON SITE OWNER'S OR ADVERTISER'S WEB SITE(S), OR ANY TECHNICAL MALFUNCTION, COMPUTER ERROR 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 COX VENDORS DO NOT REPRESENT OR WARRANT THAT ANY AD OR PRODUCTS WILL BE DISPLAYED OR OTHERWISE TRANSMITTED ON OR THROUGH SITE OWNER'S OR ADVERTISER'S WEB SITE(S) OR RESPECTIVE SERVERS WITHOUT INTERRUPTION OR ERROR. IN NO EVENT SHALL COX MEDIA, SITE OWNER OR ANY SITE OWNER VENDORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND REGARDLESS OF WHETHER COX MEDIA, SITE OWNER OR SUCH SITE OWNER VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF COX MEDIA, SITE OWNER AND THE COX VENDORS SHALL BE LIMITED TO THE AMOUNT PAID TO COX MEDIA BY ADVERTISER UNDER THE AGREEMENT OR A MAKE-GOOD PLACEMENT OF THE AD OR OTHER PRODUCT AT A LATER TIME IN A COMPARABLE POSITION, AT SITE OWNER'S DISCRETION.

**14. Assignability:** Cox Media may subcontract any or all of the Products it is to provide to Advertiser, without notice to Advertiser. Advertiser may not assign this Agreement without Cox Media's prior written consent, not to be unreasonably withheld or delayed. Cox Media may assign this Agreement 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.

**15. Non-disclosure:** Neither Cox Media, Site Owner nor Advertiser shall disclose to any person or entity, directly or indirectly, without the prior approval of the other, (i) the terms of this Agreement, or (ii) any other non-public information relating to the other party obtained by virtue of this Agreement, 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 this Agreement, and any non-public information relating to Advertiser by virtue of this Agreement, to (i) Site Owner's affiliated entities and any Site Owner Vendors for the purpose of performing its obligations under this Agreement, (ii) any Advertiser represented by an agency under this Agreement and/or (iii) pursuant to a subpoena or similar court order.

**16. Privacy:** If the Agreement contemplates that Site Owner, a Site Owner Vendor, or both 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 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 Site Owner Vendor providing such technology.

**17. Miscellaneous:** Nothing in this Agreement 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 this Agreement. All notices that either party may be required or may desire to serve upon the other in connection with this Agreement 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 in Exhibit A. This Agreement shall be governed by the laws of the State of Delaware (without regard to Delaware's conflict of laws provisions). Should any provision or part of any provision of the Agreement 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 Agreement shall remain in full force and effect. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter and supersedes all prior agreements. The Standard Terms apply to any future internet advertising order by Advertiser, unless a new set of Standard Terms is signed by Advertiser and Cox Media. In the event of any inconsistency between the Standard Terms and Exhibit A, the Standard Terms control. This Agreement cannot be modified except in a writing that is signed by both parties. The section headings contained in these Standard Terms are for reference purposes only and shall not in any way affect the meaning or interpretations of these Standard Terms. Exhibit A is attached to this Agreement and incorporated into this Agreement by this reference.

COX MEDIA, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ADVERTISER:

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_