

## Cox Media Advertiser Terms and Conditions

The following are the terms and conditions (the “Terms and Conditions”) on which Cox Media, LLC (“Cox Media”) or Cox Media Affiliates (defined below) will provide services, including distribution of advertisements (“Ad(s)”) via linear spot cable (“Spot Cable”), video on demand (“VOD”), and/or websites that Cox Media or Cox Media Affiliates own, operate, host, or distribute ads on (“Covered Site(s)”) pursuant to one or more insertion orders (each, an “IO”) that the parties may negotiate from time-to-time. As used herein, the term “Contract” shall mean these Terms and Conditions, together with any IO. “Cox Media Affiliates” shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with Cox Media. “Vendor” means a third party acting on behalf of Cox Media to provide services to Advertiser under these Terms and Conditions.

### Table of Contents

[Section 1 – Insertion Order\(s\)](#)

[Section 2 – Billing and Payments](#)

[Section 3 – Rejection and Termination](#)

[Section 4 – Ad Materials](#)

[Section 5 – Rates, Charges and Makegoods](#)

[Section 6 – Force Majeure](#)

[Section 7 – Third Party Terms](#)

[Section 8 – Indemnification](#)

[Section 9 – Disclaimer/Limitation of Liability](#)

[Section 10 – Warranties](#)

[Section 11 – Confidential Information](#)

[Section 12 – Promotions](#)

[Section 13 – Rights and Other Releases](#)

[Section 14 – Authorizations](#)

[Section 15 – SEO, SEM, Listing Services and Pixel and Google Tag Manager Services](#)

[Section 16 – Dispute Resolution, Mandatory Arbitration, Class Action Waiver](#)

[Section 17 – General/Disclaimers](#)

[Section 18 -- Definitions](#)

### 1. INSERTION ORDER(S)

(a) Each IO shall specify the (i) name of the organization/company/person on whose behalf Ads are being purchased (the “Advertiser”), (ii) in the event the person or entity approving the IO is an advertising agency or other representative for the Advertiser (the “Ad Representative”), the relationship between the Advertiser and such Ad Representative; (iii) the types and quantity of inventory being purchased or delivered; (iv) rates (e.g. CPM, CPC, etc.) or other financial terms (e.g., budget), as appropriate; (v) campaign start date(s) and end date(s), which shall constitute the term of this Contract, unless expressly set forth otherwise in the IO; and (vi) networks or distribution platforms on which the Ads will appear. Notwithstanding anything to the contrary set forth herein or in an IO, Advertiser and Ad Representative hereby commit to a minimum of three (3) months of advertising services set forth in the IO unless otherwise agreed to by the parties in writing.

(b) An IO will be deemed binding only upon (i) written approval signed by both Cox Media and the Advertiser or Ad Representative or (ii) by displaying of the first Ad by Cox Media (unless otherwise specified in the IO). Advertiser and/or Ad Representative further agree to, and accept, the Terms and Conditions set forth herein. All IOs, and the services provided by Cox Media thereunder, are governed by the terms and conditions set forth at <http://coxmedia.com/terms-conditions> (the “Cox Media Ts&Cs”). The Cox Media Ts&Cs are subject to change from time to time. By executing any IO and/or accepting services from Cox Media, the Advertiser and/or Ad

Representative acknowledges receipt of, agrees to and accepts the Cox Media Ts&Cs. Advertiser and Ad Representative agree to review these Terms and Conditions regularly. Cox Media will post notice of modifications to the Terms and Conditions online. By continuing to use Cox Media advertising services pursuant to this Contract after the revisions are in effect, Advertiser and Ad Representative agree to be bound by the revised Terms and Conditions. COX MEDIA RESERVES THE RIGHT TO AMEND THE RATES IN AN IO UPON THIRTY (30) DAYS ADVANCE WRITTEN NOTICE TO THE ADVERTISER OR AD REPRESENTATIVE. IF COX MEDIA EXERCISES THIS RIGHT AS TO RATES, ADVERTISER MAY, AT ANY TIME WITHIN SAID THIRTY (30) DAYS, BY WRITTEN NOTICE TO COX MEDIA, CANCEL THE REMAINDER OF THIS IO AND IN THAT EVENT, THE UNAMENDED RATES SHALL APPLY TO ALL ADVERTISING AND DISTRIBUTION HEREUNDER BY ADVERTISER WITHIN SUCH THIRTY (30) DAY NOTICE PERIOD.

(c) In the event that Advertiser purchases an Ad to be distributed via email, Advertiser agrees to comply with the terms set forth in Annex 1.

## **2. BILLING AND PAYMENTS**

(a) Cox Media will bill Advertiser or Ad Representative either (i) monthly (using the standard broadcast month, as applicable); or (ii) as otherwise set forth in an IO, in each case, subject to Section 5.

(b) Invoices shall contain information with regard to (as applicable) the product type, quantity, length, rate, network, campaign budget, pass-through platform fees and any additional identification, including codes provided by Advertiser or Ad Representative and reasonably acceptable to Cox Media. Additional charges other than for distribution of Ads may be itemized on a separate invoice.

(c) Payment shall be made in advance of the distribution date, unless credit or other arrangements acceptable to Cox Media have previously been made in writing, in which event payment shall be made no later than 30 days after Advertiser's or Ad Representative's receipt of the applicable invoice. For the avoidance of doubt, if Advertiser or Ad Representative wish to purchase advertising-related services that involve payments of platform fees, managed services fees or other non-refundable fees by Cox to third party Vendors, Cox may require advance payments from Advertiser or Ad Representative in the form of advance monthly payments, deposits, letters of credit or similar types of security.

(d) Upon Advertiser's or Ad Representative's request, affidavits for Spot Cable or for Ads on Covered Sites shall state dates and times taken from the official report maintained by Cox Media in the case of Spot Cable or provided to Cox Media by Cox's Media's third party ad server in the case of Ads on Covered Sites. Such excerpts from the official report or third party ad server shall be the affidavits of performance and the definitive proof of performance.

(e) Advertiser and Ad Representative agree to pay all amounts payable under this Contract. Amounts not timely paid as required by this Contract shall be considered delinquent and shall bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) until paid in full. In the event neither Advertiser nor Ad Representative makes such payments, Advertiser and Ad Representative will be jointly and severally liable for all amounts owed and reasonable expenses (including legal fees and other costs) incurred by Cox Media in collecting such amounts.

(f) Advertiser and/or Ad Representative are responsible for paying any applicable taxes applied to the services provided hereunder, except for taxes on Cox Media's income.

(g) Advertiser and Ad Representative further understand and agree that in connection with providing the services hereunder, Cox Media may receive rebates or other revenue sharing payments for placements made on behalf of

Advertiser.

(h) For interconnects that include satellite zones in mountain and pacific time zone markets, the invoiced run time represents the actual air time for the cable homes in the market, subject to the following sentence. The actual air time on the such homes may occur up to forty-five minutes on either side before or after the invoiced run time, and such a variance shall not affect any invoice. Due to technical limitations in Cox Media's reporting system, affidavits may not accurately reflect the actual and invoiced run time in such situations.

### 3. REJECTION AND TERMINATION

(a) Cox Media reserves the right to reject, cancel, or suspend any Ad or IO at any time, for any reason whatsoever. Cox Media reserves the right to immediately cancel this Contract at any time upon the occurrence of the events listed in subsections (i)-(v) below. Cox Media will provide verbal or written notice in advance of such cancellation, if reasonably practicable under the circumstances, but reserves the right to provide such notice after cancellation if warranted by the circumstances, as determined by Cox Media. The following events shall trigger such immediate right of cancellation:

- (i) Default by Advertiser or Ad Representative in the payment of invoices;
- (ii) Any other material breach of the terms hereof by Advertiser or Ad Representative;
- (iii) If Cox Media determines that Ad(s) or Ad Materials (as defined in Section 4) fail to meet Third Party Terms (as defined in Section 8) or Cox Media, network, or carrier content guidelines;
- (iv) If Ad(s) or Ad Materials violate any federal, state or local law, rule or regulation ("Laws"); or
- (v) If Ad(s) or Ad Materials contain material that violates the rights of a third-party.

Upon cancellation, all charges for the distribution of Ads completed hereunder and not paid may be invoiced immediately by Cox shall be due and payable upon Advertiser or Ad Representative's receipt of such invoice. Further, Cox Media shall have the right to cancel, terminate, or suspend any other agreements between Advertiser or Ad Representative and Cox Media's Affiliates.

(b) Advertiser or Ad Representative may cancel the distribution of:

- (i) Spot Cable Ads with a duration of 60 seconds less upon 14 days' prior written notice (email to suffice) to Cox Media, effective no earlier than 14 days after the commencement of distribution of Ads under this Contract;
- (ii) Spot Cable Ads with a duration of more than 60 seconds upon 28 days' prior written notice (email to suffice) to Cox Media, effective no earlier than 28 days after the first date of distribution under this Contract.
- (iii) Ads on VOD or any interactive platform upon 14 days' prior written notice (email to suffice) to Cox Media, effective no earlier than 14 days after the commencement of distribution under this Contract.
- (iv) Ads on Covered Sites if Cox Media is in material breach of its obligations hereunder and fails to cure such breach within 10 days of Advertiser's or Ad Representative's written notice (email to suffice), except as otherwise stated in this Contract with regard to specific breaches.

Notwithstanding the foregoing, neither Advertiser nor Ad Representative may cancel an IO that is accepted on a non-cancellable basis.

(c) If Advertiser or Ad Representative cancels this Contract or an IO, or if Cox Media cancels this Contract or an IO for cause due to a breach by Advertiser or Ad Representative, all discounts shall be void and rates on the then-current rate card will apply to any Ads distributed after the notice date of such termination through the effective date of cancellation. If Cox Media cancels this Contract other than for cause due to a breach by Advertiser or Ad Representative, Advertiser and Ad Representative shall have the benefit of the same discounts that it would have earned had it been allowed to complete this Contract.

(d) If Advertiser or Ad Representative cancels any special promotion, contest, sponsorship, sweepstakes or

other service provided to Advertiser or Ad Representative by Cox Media or Cox Media Affiliates, at Cox Media's sole discretion, any related discounts for Ads shall be void and rates on the current rate card shall apply to all Ads distributed after the notice date of such termination through the effective date of cancellation.

(e) Any and all provisions in this Contract which would reasonably be expected to be performed after the termination or expiration of this Contract shall survive and be enforceable after such termination or expiration, including without limitation provisions relating to confidentiality, ownership, representations and warranties, indemnification, limitations of liability, effects of termination, and governing law.

#### **4. ADMATERIALS**

(a) Advertiser and Ad Representative hereby grant to Cox Media and its Vendors a worldwide, non-exclusive, limited, royalty-free, sub-licensable right to distribute, reproduce, copy, reformat, digitize, cut, adapt, compress, transcode, display, perform, create derivative works of and technologically manipulate an Ad, in each case as reasonably necessary in order to distribute the Ads as ordered by Advertiser or Ad Representative.

(b) Unless otherwise noted in the IO, Advertiser and Ad Representative shall provide all materials for Ads, including without limitation artwork, copy, active URLs, and scheduling instructions ("Ad Materials") to Cox Media in compliance with generally accepted standards of good practice and in accordance with specifications required by Cox Media. Cox Media reserves the right, but no obligation, to reject, edit, digitize, cut, alter, reformat, reclassify, modify, and/or compress the Ad Materials and to transmit such Ad Materials in their edited, digitized, modified, altered, or compressed form for distribution. Cox Media shall not be liable for any damages incurred by Advertiser because of any such action. Advertiser or Ad Representative shall pay all expenses incurred in connection with the delivery of Ad Materials to Cox Media, and with the return to Advertiser, if such return is directed in the IO or is otherwise requested by Advertiser or Ad Representative. If Advertiser or Ad Representative fails to deliver Ad Materials to Cox Media by the respective deadline set by the relevant Cox Media market, Cox Media will use reasonable efforts to distribute Ads despite late delivery, but shall not be liable for the failure to distribute Ads. Notwithstanding the foregoing, if Advertiser or Ad Representative delivers Ad Materials late, Cox Media may bill Advertiser or Ad Representative for the media purchased pursuant to the IO. Late submissions may result in delays in the start date. Advertiser shall be liable for any charges assessed by the third parties due to delays by Advertiser or Ad Representative in providing the Ad Materials.

(c) Notwithstanding anything in this Contract to the contrary, Ad Materials provided by Advertiser or Ad Representative are subject to Cox Media approval and network/carrier/digital media platform restrictions and guidelines, including standards and practices and consumer protection statutes. Cox Media retains a continuing right, but not an obligation, to reject or withdraw Ad Materials submitted by Advertiser or Ad Representative, including but not limited to, the right to reject or withdraw for unsatisfactory technical quality, objectionable or unlawful content, incorrect price or other incorrect or inaccurate information, or in the case of interactive platform Ads, for unlawful collection or use of personally identifiable information and/or personal information (as defined under applicable privacy laws) ("PII") in violation of Law or Advertiser's public privacy notice, as determined by Cox Media in its sole discretion. If any Ad or Ad Materials are deemed unsatisfactory hereunder, Cox Media shall notify Advertiser or Ad Representative, and unless Advertiser or Ad Representative furnishes satisfactory material in a sufficient amount of time in advance of distribution as determined by Cox Media, Cox Media may bill Advertiser for the time reserved in the IO.

(d) Regarding Covered Sites, if a third-party ad serving system is specifically identified in an IO, Advertiser or Ad Representative may serve Ads through such third-party ad serving system, it being agreed and acknowledged that the traffic, impressions and clicks reporting provided by Cox Media shall control with respect to Cox Media's obligations under this Contract. Cox Media may discontinue display of Ads if the total number of impressions or clicks, as applicable, for such specified display period is reached prior to the end of the scheduled display stop date. A campaign is considered fully delivered if at least 90% of the impressions or clicks, as applicable, were achieved. If there is a shortfall in delivery of impressions or clicks, as applicable, of more than 10% at the end of

any specified period, Cox Media will provide, as Advertiser's and Ad Representative's sole remedy, "makegood" impressions or clicks pursuant to Section 5(f) below.

(e) Advertiser and Ad Representative acknowledge that other content, tools or information provided by Cox Media or third parties may appear on the screen over the Ad or Ad Materials, including, without limitation, (i) navigational content appearing during processes such as program selection, ordering and playback; (ii) Emergency Alert System information is required by law to be displayed; and (iii) any content, tools or information that a publisher or viewer could cause to be displayed through interactive media or otherwise. Cox Media and Cox Media Affiliates may copy and store the Ad during the distribution thereof as Cox Media deems appropriate to optimize the performance of Cox Media content distribution.

(f) Advertiser and Ad Representative shall ensure that all Ads as provided by Advertiser or Ad Representative for Advertiser, and associated pages or screens linked to such Ads ("Landing Pages"): (i) are not misleading, libelous, obscene, invasive of others' privacy, or hateful (racially or otherwise), (ii) do not imply, infer, state or publish that content or materials provided by Advertiser and/or Ad Representative are provided, endorsed, sourced or otherwise approved by any third party without such third party's express permission to do so, (iii) do not contain viruses, bombs, bots and other computer routines that may damage or expropriate any Cox Media data or system ("Harmful Code") or otherwise operate in a manner that could reasonably be expected to damage the Cox Media services and/or products, (iv) do not infringe the intellectual property or proprietary rights of any third party, and (v) do not violate applicable Laws. In addition, Advertiser and Ad Representative shall ensure that the advertised products are promoted in compliance with applicable Laws, including consumer protection Laws.

(g) Unless otherwise specified in the IO, positioning and size of Advertiser Content is at Cox Media's (in the case of a Cox Media or Cox Media owned or operated site) or Site Owner's sole discretion. "Site Owner" shall mean any third party owner/operator of a Covered Site. 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 or clicks agreed to in the IO. 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 IO. Advertiser shall at all times be responsible to provide Cox Media with accurate traffic instructions for all Ads placed under the IO. For standard requests, Advertiser shall provide the Ad Materials and traffic instructions to Cox Media at least three (3) business days before the start date specified in the IO and, for content integration services, at least eight (8) business days before the start date specified in the IO (or, in either case, earlier if requested by Cox Media) or the Ad posting may be delayed by Cox Media. Advertiser and/or Ad Representative agree to monitor the Ad Materials to ensure Cox Media is following the trafficking instructions Advertiser or Ad Representative provided to Cox Media and to notify Cox Media immediately of any errors.

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

(i) If the IO provides that Cox Media, Site Owner or any Vendor of Cox Media will provide creative services, such services will be subject to availability of Cox Media, Site Owner 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. Cox Media, Site Owner or such third party may incorporate Ad Materials as well as content or functionality owned or arranged for by Cox Media, Site Owner or such third party in the product(s) of such creative efforts ("Works"). Ad Materials provided by Advertiser or Ad Representative shall continue to be owned by Advertiser and/or Advertiser's licensors. Cox Media, Site Owner and/or such third party shall continue to own all rights, title and interest to the Works and the services, creative effort, inventions, illustrations, labor, composition, material, content or functionality supplied by them. Cox Media hereby grants to Advertiser a license for the term of the IO

to display, reproduce, transmit, distribute and otherwise use the Works on and in connection with Advertiser's Ad Materials on the applicable Covered Sites or other media identified in the applicable IO.

(j) Cox Media and Site Owner may dispose of or delete any such materials at the conclusion of the ad campaign in the IO.

(k) Except as stated in an applicable IO, Advertiser and Ad Representative shall not place or knowingly permit Ads that obstruct or interrupt the user's experience on any Covered Site or other Cox Media or Cox Media Affiliate property, including expanding Ad Materials, pop-under Ad Materials or pop-up Ad Materials. Advertiser and Ad Representative shall ensure that no spyware, cookies, tracking, snooping or scripting software (e.g. Java Script) are included with any of the Ad Materials, nor will Advertiser include or place within the Ad Materials or otherwise any software to track usage or monitor an individual's usage of a Covered Site or other media. Cox Media reserves the right to audit the Ad Materials at any time for such software or code. Advertiser's use of any such software or code shall constitute a material breach of this Contract. Advertiser shall not capture, share or use any personally identifiable information from any Covered Site, other media or from any visitors to any such media.

(l) Advertiser is responsible to ensure that all Ad Materials used pursuant to an IO shall comply with then-current applicable technical direction, guidelines, practices and specifications. Further, Advertiser will ensure that the Ad Materials complies with all Cox Media polices governing advertising, as such polices may be updated from time to time, including policies governing (a) prohibited content; (b) restrictions on content; (c) video ads; (c) targeting; (d) data collection and use; and (e) lead ads that collect prohibited categories of information. All statements and claims made in Ad Materials must be truthful, substantiated and not misleading. Advertiser or Ad Representative must review and approve all Ad Materials before use in any Ad, including Ad Materials that may be prepared by Cox Media, Cox Media Affiliates or its their vendors on behalf of Advertiser. Cox Media, Cox Media Affiliates or their vendors review of Ad Materials does not constitute legal advice or an opinion as to the appropriateness or legality of any such materials or the applicable advertising campaign, nor does such review constitute an acceptance of responsibility for the materials or waiver of any remedy to which Cox Media is entitled in this Contract. Advertiser should consult with its own attorney and advisors to confirm the appropriateness and legality of its Ad Materials or the applicable advertising campaign.

(m) Advertiser hereby grants to Cox Media the right to place within the Ad Materials and within the Advertiser websites referenced in the Ad Materials tags, gifs or other means of collecting behavioral data and data regarding optimization and performance, including without limitation impressions, click-through rates and other metrics to assess the usage, traffic and effectiveness of the Ad Materials. Cox Media may, to the extent it deems appropriate, collect and compile certain non-personally identifiable information about user traffic and the delivery of the Ad Materials ("Campaign Data"). Campaign Data may include advertising impressions served to and Ad Materials and Advertiser website content accessed by users. Campaign Data shall be the property of Cox Media and shall be deemed to be the Confidential Information of Cox Media. Without limiting the foregoing, Cox Media may use and disclose the Campaign Data (i) for reporting purposes that may be subsequently provided to Advertiser or Ad Representative as well as, in aggregate form, to potential customers and other third parties; (ii) if required by any court order, law or governmental entity; and (iii) for other Cox Media business purposes. For the avoidance of doubt, Cox Media will not use Campaign Data that is comprised solely of profiles of visitors to Advertiser's website(s) to retarget a visitor for a purpose other than performing under the IO; provided, however, that the foregoing limitation does not limit Cox Media from repurposing aggregated Campaign Data for any purpose, so long as it is not joined with data that is specific to or allows identification of Advertiser's website. Likewise, Cox Media will not sell or otherwise disclose Advertiser-specific profile data to any third party or Cox Media Affiliate, except as and to the extent necessary to perform its obligations under the applicable IO. Notwithstanding the foregoing, Advertiser understands and agrees that Cox Media may use third party providers to perform certain of its obligations under the applicable IO and that such third party providers may collect anonymized performance and optimization data of Advertiser to provide benchmarking services to Advertiser on Cox Media's behalf. Advertiser acknowledges that third parties utilized by Cox Media to perform its obligations under the applicable IO may also collect anonymized performance and optimization data to use for benchmarking purposes that said third party may make available to Advertiser. Such third parties may allow Advertisers to opt out from providing

such data, but if Advertiser opts out, Advertiser may not be able to receive such benchmarking data from such third parties. Any collection and use of data by third parties may be subject to applicable Third Party Terms (as defined in Section 7). Advertiser agrees that Cox Media shall have no liability for any third party provider's collection and use of such data.

## **5. RATES, CHARGES AND MAKEGOODS**

(a) Cox Media reserves the right to increase rates or modify budget requirements for particular campaign types at any time without prior notice, but no such increases shall be applied to distributions under a current IO unless otherwise provided in the IO.

(b) Advertiser or Ad Representative may contract for distribution of Ads of various lengths subject to Cox Media's rate card or applicable budget and only with prior Cox Media approval.

(c) Makegoods for Spot Cable Ads: Spot Cable Ads contracted for distribution on an interconnect basis will be billed after such Ads have been distributed to 90% of the subscribers within the applicable interconnect capable of receiving the applicable schedule in standard definition. All Ads are preemptible. Except as set forth in Section 3 if an Ad is not exhibited by Cox Media, Advertiser and Ad Representative are not required to pay for the media purchased. Notwithstanding anything to the contrary herein, with respect to Spot Cable and VOD, if an Ad is exhibited for at least ninety percent (90%) of the total schedule ordered, or within five (5) minutes of a requested time, Advertiser and Ad Representative agree to pay in full. Ads distributed on other platforms will be billed no later than the end of the month following the month in which such distribution occurs, regardless of whether or not the applicable campaign has completed. To the extent that incremental costs become due with respect to text message Ads sold at a flat or package rate (prepaid), such incremental charges will be billed during the month in which such costs are due.

(d) Advertiser or Ad Representative will pay all non-recoverable out-of-pocket costs and expenses incurred in connection with any Ads, promotion, contest, sweepstakes or other service provided to Advertiser or Ad Representative by Cox Media or Cox Media Affiliates.

(e) Cox Media may invoice Ads distributed on interactive platforms based on performance data ("Data") provided by a third-party, as specified in the IO. Cox Media specifically disclaims and makes no representations or warranties of any kind, express or implied regarding the Data.

(f) Makegoods for Ads on Covered Sites: Cox Media will monitor delivery of Ads on Covered Sites and will notify Ad Representative or Advertiser either electronically or in writing as soon as commercially reasonable if Cox Media believes that an under-delivery above ten percent (10%) is likely. In the case of a probable or actual under-delivery above ten percent (10%), Ad Representative and Cox Media may arrange for a makegood consistent with this Contract. If actual delivery for any campaign falls more than ten percent (10%) below guaranteed levels, as set forth in the IO, Ad Representative and Cox Media will use commercially reasonable efforts to agree upon the conditions of a makegood flight, either in the IO or at the time of the shortfall. If no makegood can be agreed upon, Advertiser or Ad Representative may execute a credit equal to the value of the under-delivered portion of the contracted IO for which it was charged. If Ad Representative or Advertiser has made a cash prepayment to Cox Media, specifically for the campaign IO for which under-delivery of more than ten percent (10%) applies, then, if Ad Representative and/or Advertiser is reasonably current on all amounts owed to Cox Media under any other agreement for such Advertiser, Ad Representative may elect to receive a refund for the under-delivery equal to the difference between the applicable pre-payment and the value of the delivered portion of the campaign. In no event will Cox Media provide a makegood or extend any Ad beyond

the period set forth in the IO without the prior written consent of Ad Representative. If an IO contains cost per event deliverables (e.g. cost per click, cost per impression, etc.), the predictability, forecasting, and conversions for such deliverables may vary and guaranteed delivery, even delivery, and makegoods are not available. For the avoidance of doubt, Cox Media is not required to provide makegoods for any failure to deliver advertising services to Advertiser under this Contract via third parties.

## 6. FORCE MAJEURE

(a) If Cox Media fails to distribute Spot Cable or VOD Ad(s) or other advertising related products or services as specified in an IO, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, mechanical or electronic breakdowns, Internet or telecommunications interruptions, other events beyond the reasonable control of Cox Media or any reason other than Advertiser's or Ad Representative's failure to deliver Ad Materials by the respective deadline ("Force Majeure Event"), Cox Media shall, in its sole discretion, offer Advertiser or Ad Representative (i) comparable commercial announcement time on a substitute basis, or (ii) a reduction in the time charges equal to the amount of money proportionally assignable to such Ads not distributed. If a Force Majeure Event impacts exhibition, Advertiser and Ad Representative agree to pay in full once an average of seventy percent (70%) of the system's cable nodes (whether owned and operated by Cox Media or by third parties) functioning in a twenty-four (24) hour period. If a Force Majeure Event impacts Cox Media's ability to provide advertising related products or services, Cox Media shall not be liable for any resulting delay in the provision of such products or services; provided, however, that Cox Media shall resume such provision as soon as reasonably practicable after the Force Majeure Event ends.

(b) If Cox Media fails to distribute Ads on Covered Sites as specified in an IO due to a Force Majeure Event, Cox Media shall, in its sole discretion, offer Advertiser or Ad Representative a pro rata reduction in the space, time and/or program charges hereunder in the amount of money assigned to the space, time and/or program charges at time of purchase.

## 7. THIRD PARTY TERMS

(a) Cox Media's delivery of certain advertising services to Advertiser under this Contract via third parties shall be subject to such third parties' applicable third party terms and conditions ("Third Party Terms"), which may include, but not limited to: (i) [Google](#), (ii) [BING](#) and [Facebook](#) and set forth herein below. By using the Cox Media advertising services pursuant to this Contract, Advertiser and Ad Representative agree to be bound by the applicable Third Party Terms referenced below.

[Google Marketing Platform](#)

[Google Campaign Manager](#)

[Amazon DSP](#)

The Third Party Terms include all applicable third party policies, documents, terms and conditions referenced in the Third Party Terms, including without limitation, the applicable privacy policy, terms of service, Ads policy guidelines, and trademark requirements. Advertiser and Ad Representative agree and acknowledge that the Third Party Terms may be modified from time to time by such third parties. Advertiser and Ad Representative shall be responsible for regularly reviewing the Third Party Terms and becoming familiar with any such modifications. Advertiser's and Ad Representative's use of the Cox Media services under this Contract after the Third Party Terms have changed constitutes Advertiser's and Ad Representative's acceptance of the new Third Party Terms.



All terms and conditions of the Third Party Terms applicable to “Advertiser” and “you” shall be applicable to Advertiser. Advertiser and Ad Representative hereby agree to be bound by the Third Party Terms. Advertiser and Ad Representative agree to undertake and agree to all applicable obligations, representations and warranties contemplated by the Third Party Terms in order to enable Cox Media to facilitate the provision of the applicable services for the benefit of Advertiser via such third parties pursuant to the applicable Third Party Terms. Advertiser understands and agrees that to the extent it violates any Third Party Terms, it may be liable to the applicable Third Party Media and/or to Cox Media for any damages or harm arising out of such violation.

(b) Cox Media agrees to be transparent as it relates to any management fees Cox Media receives under this Contract, in accordance with the applicable Third Party Terms, including, but not limited to, [Google third-party policy](#).

(c) Advertiser understands, acknowledges and agrees to the following terms: (i) Cox Media does not have control over the policies of search engines or directories, social media outlets or other third party websites (collectively, "Third Party Media") with respect to the type of sites and/or content that they accept now or in the future. Advertiser's web site(s) or content may be excluded from any Third Party Media at any time at the sole discretion of the search engine or directory; (ii) Cox Media has no control over the indexing and ranking methodologies, policies for the display and prioritization of content or changes thereto, of Third Party Media. Changes in these methodologies can result in significant changes in Advertiser's page rankings and/or the display and visibility of Ads; (iii) Occasionally, Third Party Media will drop listings or content for no apparent reason. Often, a listing or content will reappear without any additional submissions; (iv) Cox Media is not responsible for any changes made to Advertiser's website(s) by Advertiser or other parties that adversely affect the search engine or directory rankings of Advertiser's web site(s) or the appearance of Advertiser's content or links in Third Party Media; (v) Cox Media may modify the composition of the its services from time to time during the term of the Contract based on Cox Media's assessment of Advertiser's needs; (vi) Cox Media may provide the services hereunder itself or through one or more third party vendors and/or Cox Media Affiliates; (vii) Cox Media has the right to place Ads on any Covered Sites, pages, broadcast stations, or publications. Cox Media and Cox Media Affiliates will not change their indexing and ranking methodologies based on Advertiser's needs.

(d) Advertiser understands, acknowledges and accepts that Cox Media does not control the acts and omissions of Vendors or Third Party Media including, without limitation, such Vendor's or Third Party Media's fulfillment of orders placed by or on behalf of Cox Media. Accordingly, to the extent any Vendor or Third Party Media fails to fulfill an order or otherwise fails to perform as requested, Cox Media's sole obligation and Advertiser's sole remedy will be for Cox Media to take commercially reasonable steps to seek and pass through to Advertiser, refunds, makegoods or other reasonable and industry standard remedies from such Vendor or Third Party Media.

(e) Further, Advertiser acknowledges and accepts that to the extent Interest Based Advertising (“IBA”) is being served, they will comply with the Digital Advertising Alliance (“DAA”) self-regulatory programs, including without limit, utilizing the DAA Ad Choices icon as applicable to Advertiser's activities hereunder (including on any Landing Pages controlled by or on behalf of Advertiser or Ad Rep).

## **8. INDEMNIFICATION**

(a) Advertiser and Ad Representative shall indemnify, defend and hold Cox Media, Cox Media Affiliates, and Vendors harmless from and against any and all claims, suits, actions, damages, liabilities, judgments, losses, assessments, interest charges, penalties, costs and expenses (including, attorney's fees and disbursements) arising out of or relating to (i) the creation or production of Ads provided and/or authorized by Advertiser or Ad Representative; (ii) the distribution of the Ads and the products and services they advertise, (iii) the Ad Materials, including the claims made therein, provided by Advertiser or Ad Representative, (iv) any breach by Advertiser or Ad Representative of this Contract (including the Third Party Terms and Email Marketing Terms) or any of Advertiser's or Ad Representative's representations or warranties hereunder or, (v) any violation of applicable Laws. Where Ad Representative contracts for Ads on behalf of Advertiser, Advertiser and Ad Representative shall

be jointly and severally liable for all indemnification obligations in favor of Cox Media.

(b) Notwithstanding anything in this Contract to the contrary, the sole remedies available to Advertiser or Ad Representative for a breach of this Contract, for any claims arising out of the negotiation or performance of this Contract or out of the distribution of the Ads provided by Advertiser or Ad Representative shall be (i) substitute distribution of Ads or program material; or (ii) a refund of amounts paid by Advertiser or Ad Representative for the unfulfilled portion of this Contract, in the sole discretion of Cox Media. To the extent that any failure to perform under this Contract by Cox Media is attributable to a failure by a Vendor, Cox Media's liability and Advertiser or Ad Representative's sole remedy will be limited to any amounts that Cox Media is able to recover or pass through from the non-performing Vendor.

## **9. DISCLAIMER: LIMITATION OF LIABILITY**

ALL SERVICES AND DELIVERABLE ARE SUPPLIED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT UNDER APPLICABLE LAWS, COX MEDIA, COX MEDIA AFFILIATES AND THEIR VENDOR(S) MAKE NO, AND DISCLAIM ALL, WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, NONINFRINGEMENT OR TRADE USAGE), GUARANTEES, AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, ORAL OR OTHERWISE. THE SERVICES, DELIVERABLES AND ANY WEBSITES, DATABASES AND THIRD PARTY PROGRAMS CONTAINED WITHIN THE SERVICES AND PRODUCTS PROVIDED BY COX MEDIA MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. COX MEDIA HAS NO LIABILITY WHATSOEVER TO ADVERTISER, AD REPRESENTATIVE OR ANY THIRD PARTY, FOR ANY CHANGES MADE TO THE AD MATERIALS OR TO THE ADVERTISER'S WEBPAGE(S) OR WEBSITE(S) AS A RESULT OF OR IN CONNECTION WITH ITS PERFORMANCE, ANY OTHER PARTY'S SECURITY METHODS AND PRIVACY PROTECTION PROCEDURES AND ANY PARTY'S USE OF, OR INABILITY TO USE, COX MEDIA WEBSITES, DATABASES OR PROGRAMS. IN NO EVENT SHALL COX MEDIA, COX MEDIA AFFILIATES OR THEIR VENDOR(S) BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), PUNITIVE DAMAGES OR MONETARY DAMAGES OF ANY TYPE WHATSOEVER. THE AGGREGATE LIABILITY OF COX MEDIA, COX MEDIA AFFILIATES AND THEIR VENDOR(S) SHALL BE LIMITED TO THE AMOUNT PAID TO COX MEDIA BY ADVERTISER OR AD REPRESENTATIVE FOR THE PARTICULAR CAMPAIGN, SERVICE OR DELIVERABLES UNDER THE APPLICABLE IO WITH WHICH THE LIABILITY IS ASSOCIATED.

## **10. WARRANTIES**

(a) Advertiser and Ad Representative represent and warrant that (i) Advertiser and Ad Representative have all necessary licenses and clearances to use the content contained in the Ads and the Ads do not violate any federal or state law, statute, or regulation, including but not limited to laws, rules or regulations relating to advertising, privacy or the use of PII; (ii) the Ads are not defamatory, libelous, pornographic, obscene or otherwise unlawful; (iii) Advertiser or Ad Representative has the sole right, title, and interest, or Advertiser or Ad Representative has written permission, to make use of the name, logos and trademarks of the entity under which Advertiser advertises and does business; (iv) Advertiser or Ad Representative has a reasonable basis for all claims made within the Ads, possesses appropriate documentation to substantiate such claims and shall fulfill all commitments made in its campaigns, and that all product information it provides is truthful, accurate, and complete, and is not misleading in any way; (v) any collection or use of data arising from the advertisement is done in compliance with Advertiser's privacy policy; (vi) Advertiser's privacy policy is (a) in keeping with applicable industry guidelines and best practices with respect to online privacy, (b) in compliance with all applicable Laws, including without limitation, all applicable privacy Laws for data collection, and (c) maintained on Advertiser's website; (vii) all Ads comply with applicable network, carrier and Cox Media guidelines and applicable Third Party

Terms; (viii) neither Advertiser nor Ad Representative shall use Cox Media's short code or keywords except as permitted by Cox Media in connection with the applicable IO; (ix) all Ads are free of Harmful Code; (x) neither Advertiser nor Ad Representative shall use or retain any data collected through the Covered Sites except as necessary for delivery (for clarification, the foregoing precludes, among other things, Advertiser or Ad Representative from retargeting or remarketing Covered Site users on other websites); (xi) neither Advertiser nor Ad Representative shall use the Ads to place any Flash local shared objects or other types of client-side storage on the computer of a covered site user, except for HTTP cookies; and (xii) Ad Representative represents and warrants that Ad Representative has disclosed to Advertiser all discounts, rebates, volume bonuses and other value or benefits negotiated on Advertiser's behalf with respect to this Agreement;

(b) Cox Media, Cox Media Affiliates, and Vendors hereby disclaim any and all warranties, including, without limitation, any warranties of merchantability, fitness for a particular purpose, or other warranties arising by usage of trade, course of dealings, or course of performance. Without limiting the foregoing, Cox Media specifically disclaims on its own behalf and on behalf of its Vendors any warranties relating to the effectiveness of any Ads distributed pursuant to this Contract and do not guarantee any financial benefits to Advertiser by virtue of distributing Advertiser's Ads. Cox Media and its Vendors do not warrant or guarantee customer impressions, clicks, response rates or the ability to convert responses into sales. Cox Media does not warrant or guarantee the profile or demographics of a respondent.

## 11. CONFIDENTIAL INFORMATION

Cox Media, Advertiser and Ad Representative each agree to take commercially reasonable steps to protect all confidential and/or proprietary information ("Confidential Information") provided by one party to the other or obtained in the performance of this Contract, and not to publish or disclose the other party's Confidential Information to any third-party without the other's written permission. Notwithstanding the foregoing, Cox Media and Covered Site owner shall at all times maintain the right to disclose the terms of the Contract, and any non-public information relating to Advertiser or Ad Representative by virtue of the Contract, (a) to Cox Media's or Covered 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 cable system or Covered 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 or Ad Representative. Advertiser and Ad Representative will identify their Confidential Information in writing to Cox Media within 14 days of disclosure. Cox Media's Confidential Information shall include all information that Advertiser or Ad Representative should reasonably understand because of legends or other markings, the circumstances of disclosure, or the information itself, to be proprietary and confidential to Cox Media regardless of whether such information is marked "Confidential." Cox Media, Advertiser and Ad Representative each agree to use the Confidential Information of disclosing party solely for the purposes of performance under this Contract and shall confine the knowledge of such Confidential Information only to their employees, agencies and other representatives requiring such knowledge and use in the ordinary course and scope of their jobs. However, the receiving party may use or disclose information that is or becomes publicly available through no act of the receiving party, is already lawfully in its possession, is required to be disclosed by law, is independently developed by it, or is lawfully obtained from third parties. Neither Advertiser nor Ad Representative shall issue any press releases relating to this Contract. Cox Media's rates, PII of Cox Media's subscribers and all VOD enabled subscriber numbers or amounts, and all response rates and other patterns of customer behavior associated with interactive Ads constitute Confidential Information of Cox Media pursuant to this paragraph. To the extent Advertiser or Ad Representative receives PII from or about Cox Media's subscribers, users, respondents to interactive functionality in Ads, VOD users or the numbers of VOD enabled subscribers through the performance of its obligations under this Contract, Advertiser or Ad Representative will use such information solely for purposes of responding to or fulfilling the specific customer-initiated transaction (i.e., customer request for information) through which such information was obtained. As between Cox Media and the Advertiser and Ad Representative, all PII and VOD enabled subscriber numbers are and shall remain the exclusive property of Cox Media and neither Advertiser nor Ad Representative shall acquire any right, title or

interest therein. Neither Advertiser nor Ad Representative shall retain, use, or disclose such PII, VOD enabled subscriber numbers, or Confidential Information for any other purpose unless it receives the customer's separate prior written or electronic consent to do so. Advertiser agrees to display its privacy policy in a readily accessible and conspicuous location and to take reasonable steps to enable customers to access Advertiser's privacy policy. Advertiser and Ad Representative agree to comply with all applicable privacy laws. Cox Media, Cox Media Affiliates or Site Owner own all right, title and interest (including copyright) in their respective Covered Sites, broadcast stations, social media outlets, other media and all user information (including any personally identifiable transactional data, demographic information and/or Campaign Data) collected by them in connection with any campaign hereunder, as well as in any advertising material or other content that is furnished by or represents the creative effort of Cox Media, Cox Media Affiliate or Site Owner.

## **12. PROMOTIONS**

Cox Media may, at its option, promote its advertising media using Advertiser's Ads in such promotions and marketing materials without Advertiser's or Ad Representative's consent.

## **13. RIGHTS AND OTHER RELEASES**

Advertiser and Ad Representative shall furnish all Ad Materials (other than those owned or licensed by Cox Media) at Advertiser and Ad Representative's expense. Advertiser and Ad Representative are responsible for obtaining all necessary rights, releases, licenses, permits, and/or other authorizations to shoot footage and/or to use materials in the Ads, including (without limitation) real or personal property, photographs, props, merchandise, artwork, stock footage, musical performances, musical compositions or any other property or rights belonging to third parties which it provides to Cox Media for the Ads, 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 in Ad Materials.

## **14. AUTHORIZATIONS/ACCESS TO ADVERTISER'S ACCOUNTS**

(a) If Ad Representative is executing this Contract, then Advertiser will be jointly and severally liable hereunder. By executing this Contract, Ad Representative or Advertiser represents, warrants and covenants that it is fully authorized and has the full power to bind itself and any entity on behalf of which it is acting (which, in the case of Ad Representative, will necessarily include Advertiser), and agrees to indemnify and hold Cox Media harmless from and against any and all claims, losses, damages or costs (including attorney's fees and costs) arising out of a breach of the foregoing.

(a) Where necessary for Cox to provide the requested services and/or deliverables, Advertiser and Ad Representative hereby agree either (i) to provide Cox Media with access to any account(s) it maintains with a Covered Site or other media (e.g. which may include Advertiser's social media accounts for services involving social media management or Advertiser's accounts with search engines for reputation management or the use of ancillary services from search engine providers) and grant Cox Media the right to access and use Advertiser's account, in each case solely as and to the extent necessary to enable Cox Media to perform the Services ordered under the IO; or (ii) authorize Cox Media to create such an account on Advertiser's behalf, subject to the use restrictions in Section 14(b)(i) above. Cox Media agrees to use such access privileges for the sole purposes of managing the advertising campaign(s) and otherwise performing the services ordered in the IO on behalf of and for the benefit of Advertiser. Advertiser or Ad Representative may, at any time, revoke such access privileges; however, in that instance, Advertiser and Ad Representative understand that Cox Media may not be able to perform some or all the services ordered in the IO and excuses Cox Media from any obligations to do so. Cox Media will comply with the policies of the applicable Covered Site or media in its use of Advertiser's account(s). Upon the termination of the IO, Advertiser or Ad Representative will disable Cox Media's access credentials. Advertiser acknowledges that any changes made by Advertiser, or any other party acting on Advertiser's behalf, may adversely impact the campaign and services provided by Cox Media. To the extent that an Advertiser account may be linked to a Cox Media account, such as, and without limitation, a Google Ad Manager Account (formerly, My Client Center account), Cox Media shall have sole discretion as to whether to agree to such linking,

and such account linking may be dependent upon factors such as, and without limitation, Cox Media's determination of Advertiser's creditworthiness. If an Advertiser account is linked to Cox Media's corresponding account or if Cox Media creates an Advertiser account as described in this Section 14(b), upon termination or expiration of this Agreement, such linking shall be terminated, and Advertiser agrees to reasonably provide account activity records as necessary to validate billing through the date of termination or expiration. Where Cox Media created the Advertiser account, Cox Media has the sole discretion to determine whether to transfer the Advertiser account to Advertiser or to close the account upon termination or expiration of this Agreement.

(b) Advertiser or Ad Representative grant Cox Media the right to contact, contract with and make payments on Advertiser's behalf to third-party website owners, bloggers, content writers and other social networks on its behalf for the purpose of placing custom content about Advertiser on such third-party websites or other media. Cox Media also may require access to the back-end of Advertiser's website and authorization to make changes to content and HTML tags. In accordance with the Contract, Cox Media has the right to reject any IO for SEO or other services should the Advertiser's website platform not meet Cox Media's requirements. In this case, Advertiser or Ad Representative will be alerted to such rejection within a reasonable period of time, and Advertiser will be issued a full refund. Cox Media will not create new website pages on behalf of Advertiser as part of SEO services under the IO.

## **15. SEO, SEM, LISTINGS SERVICES/REPUTATION MANAGEMENT AND PIXEL AND**

**GOOGLE TAG MANAGER SERVICES** Search engine optimization ("SEO"), search engine marketing ("SEM"), Listings Services and pixel and Google Tag Manager ("GTM") Services shall be subject to the additional terms set forth in this Section.

(a) SEO involves the use of a variety of tactics at Cox Media's sole discretion that are intended to earn search placements with third-party search engines. SEM relies on paid advertising with search engines for placement in or alongside search results.

(b) Listing Services include efforts to manage the consistency of Advertiser publicly available data (address, contact information, name) across internet directories and similar resource, the extent of such efforts and the identities and number of such directories and other resources all determined by Cox Media in its sole discretion. Cox Media or a Vendor may add new search engines or websites to Advertiser's subscription to listings from time to time. If search engines, websites or other media that are included in Advertiser's subscription to listings no longer accept listings from clients that are not small businesses, then such search engines, websites or other media will not be included in the applicable Listing Service.

(c) Search engines, websites and other media that are included in the SEO, SEM and/or Listings Services may incorporate Advertiser's consumers' location data within their respective databases and may make the location data available to their respective data clients both during and after the term of the Contract. Notwithstanding anything herein to the contrary, certain features of listings (for example, synchronization and directory publication) may not apply to data aggregators submission websites, search engines and other media or navigational search engines, websites or other media.

(d) Advertiser may be required by certain search engines, websites or other media on which the SEO, SEM or Listings Services are provided to agree to additional terms and conditions or other policies. In such event, if Advertiser wishes to have its Ad materials published on such search engines, websites or other media, Advertiser hereby agrees to comply with (and to ensure that all Ad materials comply with) all such terms. Upon any actual or alleged failure to comply with such terms, in addition to the other rights and remedies available to Cox Media, Cox Media will have the right to immediately suspend access to such search engines, websites or other media or to suspend the provision of the applicable SEO, SEM or Listings Service until such failure is cured by Advertiser and, if directed by the applicable search engine, website or other media, to terminate the applicable SEO, SEM or

Listings Service for Advertiser as it relates to the applicable search engine, website or other media.

- (e) If Advertiser purchases duplicate suppression, duplicate suppression is available no more than once every three months. Cox Media makes no guarantee that all duplicate listings will be identified and removed.
- (f) Cox Media may provide Advertiser with reputational management services, including the monitoring of directory and review websites, notification to the Advertiser of public comments or criticisms of Advertiser or its products or services and guidance to Advertiser on potential responses. The specific features of Cox Media's reputational management services and the cost thereof will vary based on the package that Advertiser purchases. These features, scope (e.g., the number and identity of sites or services monitored) and the associated costs will be set forth in one or more IOs. If Advertiser chooses to purchase these services, Advertiser acknowledges and accepts that Cox Media's provision of the services will be limited to those specifically listed in the applicable package description, as set forth in the applicable IO. Advertiser agrees to provide the information required by Cox Media in order to perform the services, and Advertiser understands that the quality and quantity of the information that it provides to Cox Media may impact the effectiveness of the services. Advertiser also agrees to timely and promptly respond to requests for information and content approvals. Cox Media expressly disclaims any representation or warranty of completeness or accuracy and any and all liability arising out of or otherwise resulting from any notifications or advice it may provide to Advertiser. Without limiting the foregoing, Cox Media does not guarantee that it will be successful in effecting the identification, removal, suppression or alteration of any specific Internet content that is adverse or harmful to Advertiser or that the services will achieve the result that Advertiser desires, due to the complexity of the Internet, the evolving nature of search algorithms and the changing content and activity of the Internet. Further, Advertiser understands and agrees that Cox Media is not serving as Advertiser's lawyer or legal advisor and does not offer legal advice or representation.
- (g) If **Advertiser and/or Ad Representative** receives GTM Services, Advertiser and/or Ad Representative agrees as follows (without limiting the generality of Section 4(m) above):
- (i) Advertiser and/or Ad Representative understands and agrees that GTM Services enable Cox Media to add and remove campaign specific pixels from one or more Covered Site(s) specified by Advertiser and/or Ad Representative to permit advanced tag tracking to measure the efficacy of specific campaigns. Advertiser agrees that it has all necessary rights, consents and authority to authorize Cox Media to perform the GTM Services, including without limitation, to manage a pixels within Advertiser's Google Tag Manager account on Advertiser's and/or Ad Representative's behalf. Cox Media typically establishes a Cox Media-specific container within a client's Google Tag Manager account that enables Cox Media to access and authorize the placement of only those pixels relating to a Cox Media-managed campaign. If Advertiser and/or Ad Representative requests GTM Services without a Cox Media-specific container, Advertiser and/or Ad Representative understands that Cox Media may have visibility into data or information that is not directly related to Cox Media managed campaigns and Advertiser accepts all risks and liability associated with such a structure. If, at any time, Advertiser and/or Ad Representative ceases to have such rights, consents and/or authority, Advertiser and/or Ad Representative will notify Cox Media in writing immediately and Cox Media will be entitled to cease providing GTM Services.
- (ii) If Advertiser and/or Ad Representative has a Google Tag Manager account, Advertiser and/or Ad Representative will provide Cox Media with access to Advertiser's or Ad Representative's Google Tag Manager account for the purposes described in this Section 15(g). If Advertiser and/or Ad Representative does not have a Google Tag Manager account but wishes to purchase GTM Services, Advertiser and/or Ad Representative will authorize Cox Media to create a Google Tag Manager account for Advertiser and/or Ad Representative and to administer the acquisition, use and placement of pixels within such account for the purposes set forth in this Section 15(g), as well as to analyze and report on the data and information generated thereby in accordance with this Contract.

(iii) In each case, Advertiser and/or Ad Representative agrees to participate in all training and troubleshooting sessions scheduled by Cox Media in order to test pixels to verify proper installation and to identify and work with Cox Media to address any bugs or errors within the Covered Site(s) resulting from the GTM Services. Cox Media will communicate to Advertiser once the pixels have been installed within the Covered Site(s). Advertiser hereby authorizes Cox Media to communicate pixel requests to any and all platforms with which Cox Media has established relationships to fulfill the products and services purchased or otherwise received by Advertiser- and/or Ad Representative pursuant to an IO.

(iv) At all times, Advertiser and/or Ad Representative will comply with the applicable policies, terms and conditions of the applicable vendor (e.g., Amazon, Google, Facebook and LinkedIn) that provides pixels pursuant to a request by Advertiser or by Cox Media on behalf of Advertiser. Cox Media expressly disclaims any representation or warranty of completeness or accuracy and any and all liability arising out of or otherwise resulting from the GTM Services that it may provide to Advertiser and/or Ad Representative.

**16. Dispute Resolution; Mandatory Binding Arbitration; Class Action Waiver. IF ADVERTISER AND/OR AD REPRESENTATIVE FOLLOWS THE PROCEDURES SET FORTH IN SECTION 16(b) BELOW, ADVERTISER AND/OR AD REPRESENTATIVE HAS THE RIGHT TO OPT OUT OF THIS DISPUTE RESOLUTION PROVISION (EXCEPT JURY TRIAL WAIVER) WITHIN 30 DAYS OF THE EFFECTIVE DATE (THE “OPT-OUT PERIOD”). OTHERWISE, ADVERTISER AND/OR AD REPRESENTATIVE WILL BE BOUND TO SETTLE ANY DISPUTES ADVERTISER AND/OR AD REPRESENTATIVE MAY HAVE WITH COX MEDIA THROUGH THE FOLLOWING DISPUTE RESOLUTION PROCEDURES.**

- (a) ADVERTISER AND/OR AD REPRESENTATIVE AND Cox Media AGREE TO ARBITRATE — RATHER THAN LITIGATE IN COURT — any and all claims, disputes, or controversies between Advertiser and/or Ad Representative and Cox Media, including any parents, subsidiaries, affiliates, officers, directors, employees, or agents of Cox Media, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort) or other legal or equitable theory, except as expressly provided in Sections 16(g) and 16(h) below (“Dispute”) that arise out of or in any way relate to this Agreement, any of the Services provided under this Agreement or any other Services or products that Cox Media provides to Advertiser in connection with this Agreement (including but not limited to amounts that Cox Media charges Advertiser and/or Ad Representative for Services or products provided, any alleged breach related to the collection, retention or disclosure of Advertiser’s or Ad Representative’s personal information, and any alleged violation of our Privacy Notice). Advertiser and/or Ad Representative and Cox Media also agree to arbitrate any and all Disputes that arise out of or relate in any way to any services or products provided to Advertiser and/or Ad Representative by Cox Media or any of its affiliated entities under any other agreement, except as specified in Sections 16(g) and 16(h) below.
- (b) Opt Out Rights: Advertiser and/or Ad Representative may opt out of this Dispute Resolution Provision (except for the jury trial waiver contained in Section 16(k) below) by notifying Cox Media of that intent during the Opt-Out Period by sending an email to Cox Media at [ArbitrationOptOut@cox.com](mailto:ArbitrationOptOut@cox.com) or a letter via U.S. mail to Cox Legal Department, Attn: Litigation Counsel, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328 stating that Advertiser and/or Ad Representative are opting out of this dispute resolution provision. Exercising this right, should Advertiser and/or Ad Representative choose to do so, will not affect any of the other terms of this Agreement with Cox Media, and Advertiser and/or Ad Representative may remain a Cox Media customer. If Advertiser and/or Ad Representative opt out of the Dispute Resolution Provision, that opt out will remain in effect if Cox Media modifies this section in the future or Advertiser and/or Ad Representative agree to a new term of service under this Agreement. If Advertiser and/or Ad Representative enter into a new agreement with Cox Media that includes a dispute resolution provision and Advertiser and/or Ad Representative want to opt out of that provision, Advertiser and/or Ad Representative will need to follow the instructions in that agreement for opting out.

- (c) **Class Action and Mass Action Waiver:** All Disputes between Advertiser and/or Ad Representative and Cox Media must be resolved on an individual basis. Except as specified below, Advertiser and/or Ad Representative and Cox Media agree that all Disputes between Advertiser and/or Ad Representative and Cox Media will be arbitrated individually and that Advertiser and/or Ad Representative will not file or participate in a “Class Action” (as defined in federal, state or arbitration procedural rules), any other form of class, collective, representative or consolidated actions (collectively, “Mass Action”, which term includes but is not limited to any action in which twenty-five or more similar demands for arbitration are filed against Cox Media or any of its affiliated entities and representation for the parties is consistent or coordinated across all cases. The twenty-five or more demands for arbitration need not be filed simultaneously. A Mass Action expressly includes any mass action as defined under National Arbitration and Mediation (“NAM”) Comprehensive Rules and Procedures (including its Mass Filing Supplemental Dispute Resolution Rules and Procedures). We both agree that it is a material breach of this Dispute Resolution Provision to file or participate in a Class Action or Mass Action and that Cox Media may enforce this provision as set forth in Section 16(h) below. If Advertiser and/or Ad Representative or Cox Media brings a claim in small claims court, this Class Action and Mass Action waiver will apply. Nothing in this subsection bars any claims by Advertiser and/or Ad Representative for public injunctive relief, which must be decided in court under Section 16(h) below. Advertiser and/or Ad Representative and Cox Media both agree that this Class Action and Mass Action waiver is an essential part of the parties’ arbitration agreement and that if this Class Action and Mass Action waiver is found to be unenforceable by any court or arbitrator then the entire arbitration agreement set forth in this Section 16 will not apply to any Dispute between Advertiser and/or Ad Representative and Cox Media, except for the provisions of Section 16(k) waiving the right to jury trial. This Class Action and Mass Action waiver may not be severed from the parties’ arbitration agreement.
- (d) **Arbitrator Authority:** The arbitration between Advertiser and Cox Media will be binding. In arbitration, there is no judge and no jury. Instead, the Disputes will be resolved by an arbitrator, whose authority is governed by the terms of this Agreement. Advertiser and Cox Media agree that an arbitrator may only award such relief as a court of competent jurisdiction could award, limited to the same extent as a court would limit relief pursuant to the terms of this Agreement. Except as provided in Section 16(h) below, the arbitrator may resolve all disputes concerning whether this Dispute Resolution provision is enforceable, unconscionable, applicable, valid, void or voidable. An arbitrator may award attorneys' fees and costs if a court would be authorized to do so, and may issue injunctive or declaratory relief if that relief is required or authorized by applicable laws, but that injunctive or declaratory relief may not extend beyond Advertiser and/or Ad Representative and its dealings with Cox Media. Review of arbitration decisions in the courts is very limited. Any arbitrator award – whether or not confirmed – is neither res judicata nor collateral estoppel as to any Dispute or issue between the parties not subject to or not submitted to arbitration (including but not limited to, any claim for public injunctive relief) or as to any Dispute or claim between Cox Media and any non-parties to the arbitration. Because of, among other things, the informality of the procedures to adjudicate any such Dispute, and the limited review of arbitration decisions by the court, the award is conclusive only as to the Dispute resolved in arbitration and only as to the parties to that arbitration.
- (e) **Informal Dispute Resolution:** Advertiser and/or Ad Representative and Cox Media agree that Advertiser and/or Ad Representative must attempt to resolve disputes informally before filing a demand for arbitration, as set forth in this Section 16(e) (the “Informal Dispute Resolution Process”). If Advertiser and/or Ad Representative has a dispute, Advertiser and/or Ad Representative must first contact the applicable Cox Media representative. If the Cox Media representative is unable to resolve Advertiser’s and/or Ad Representative’s dispute in a timely manner, Advertiser and/or Ad Representative agrees to then notify Cox Media of the dispute by sending a written description of the claim to Cox Customer Care, ATTN: Corporate Escalation Team, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328 so that Cox Media can attempt to resolve it with Advertiser and/or Ad Representative. If Cox Media does not satisfactorily resolve the claim within 45 calendar days of



receiving written notice to Cox Media of the claim as set forth herein, then Advertiser and/or Ad Representative may pursue the claim in arbitration, and if Advertiser and/or Ad Representative does so, Advertiser and/or Ad Representative must first notify Cox Media in writing of Advertiser's and/or Ad Representative's intent to file for arbitration by sending written notice of the same to Cox Media via U.S. mail to Cox Legal Department, Attn: Litigation Counsel, 6205B Peachtree Dunwoody Rd., Atlanta, GA 30328. Cox Media will notify Advertiser before it files for arbitration by sending Advertiser a written notice of Cox Media's intent to file for arbitration to Advertiser's and/or Ad Representative's address for Notice under this Agreement at least 45 calendar days prior to initiating arbitration or a small claims action. At any time during the Informal Dispute Resolution Process, either Advertiser or Cox Media may elect to have the Dispute resolved in small claims court in accordance with Section 16(g) below. This Informal Dispute Resolution Process is mandatory, and the parties both agree that it is an essential part of the parties' arbitration agreement. The parties both agree that it is a material breach of this Dispute Resolution provision to initiate an arbitration or small claims action without first engaging in the Informal Dispute Resolution Process.

- (f) Arbitration Procedures: Advertiser and/or Ad Representative and Cox Media agree that this Agreement and the Services that Cox Media provides to Advertiser and/or Ad Representative affects interstate commerce and that the Federal Arbitration Act, and not state arbitration laws, applies for all Disputes. All arbitrations shall be conducted by NAM under its Comprehensive Rules and Procedures (including its Mass Filing Supplemental Dispute Resolution Rules and Procedures) as modified by this Dispute Resolution provision. NAM's rules are available on its website at [www.namadr.com](http://www.namadr.com) or by calling 1-800-358-2550. Advertiser and/or Ad Representative must file Advertiser's and/or Ad Representative's own demand, which sets forth Advertiser's and/or Ad Representative's own claim, and may not join in a claim filed by another person or entity. If the claim asserted in arbitration is for \$25,000 or less, Advertiser and/or Ad Representative agrees that it may be resolved based only on written submissions. For claims above \$25,000, the arbitration will be held at a location in the county of Advertiser's and/or Ad Representative's address listed for receipt of Notice in this Agreement unless Advertiser and/or Ad Representative and Cox Media both agree to (or the arbitrator orders) another location, a remote video hearing or a telephonic or "desk" arbitration (i.e., an arbitration conducted solely on the basis of written submissions by the participants). If there is a conflict between NAM's rules and this Dispute Resolution provision, this Dispute Resolution provision shall control. To initiate arbitration, Advertiser and/or Ad Representative must send a letter requesting arbitration and describing its claims to Cox Media at [ArbitrationOptOut@Cox.com](mailto:ArbitrationOptOut@Cox.com) or via U.S. mail to Cox Legal Department, Attn: Litigation Counsel, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328. Advertiser and/or Ad Representative must also comply with the NAM's rules regarding initiation of arbitration. Cox Media will pay all filing fees and costs for commencement of arbitration, except for such fees allocated to Advertiser and/or Ad Representative under NAM's fee schedule then in effect. Cox Media and Advertiser and/or Ad Representative agree that fees imposed by NAM will be due at the time set forth under NAM's rules, except that in no event shall the fees payable by the party responding to the demand for arbitration be due and payable earlier than 30 days from the date on which that party receives an invoice. Advertiser and/or Ad Representative will be responsible for Advertiser's and/or Ad Representative's own attorneys' fees and costs unless otherwise determined by the arbitrator. Cox Media will not seek to recover its fees and costs from Advertiser and/or Ad Representative in the arbitration, even if allowed under the law, unless the claim has been determined to be frivolous or to have been brought for an improper purpose. If Advertiser and/or Ad Representative is successful in the arbitration, Cox Media will pay Advertiser's and/or Ad Representative's reasonable attorney's fees and costs. If Advertiser and/or Ad Representative obtain an award from the arbitrator greater than Cox Media's last written settlement offer, Cox Media will pay Advertiser and/or Ad Representative \$5,000 in addition to what Advertiser and/or Ad Representative has been awarded in the arbitration. Any award, decision, finding or conclusion entered or adopted by an arbitrator shall only apply to the individual arbitration and shall not have any res judicata, collateral estoppel or other preclusive effect and such award, decision, finding or conclusion shall not be referred to, offered or admitted in any subsequent proceeding.

(g) **Small Claims**. Notwithstanding this agreement to arbitrate, Advertiser and/or Ad Representative and Cox Media may bring appropriate Disputes against each other in small claims court, if the Dispute falls within the small claims court's jurisdiction, or before the Federal Communications Commission, the relevant state public utilities commission, or any other federal, state, or local government agency authorized by law to hear the Dispute. A small claims court includes any court designated as small claims or any court of limited jurisdiction in which claims are only resolved on an individual basis. During the 45-day period following Advertiser's and/or Ad Representative's submission of written notice of a Dispute to Cox Media, in which time Advertiser and/or Ad Representative and Cox Media attempt to informally resolve the Dispute, or within 30 days after Advertiser and/or Ad Representative or Cox Media have initiated an arbitration, either Advertiser and/or Ad Representative or Cox Media may elect to have the Dispute resolved in small claims court by sending written notice to the other party of this election. In the event there is any disagreement between Advertiser and/or Ad Representative and Cox Media concerning whether the Dispute is within the jurisdiction of the small claims court, only the small claims court may resolve that disagreement. If the small claims court determines that it lacks jurisdiction to hear the Dispute, then the Dispute may be submitted to arbitration in accordance with the terms of this Section 16. If the small claims court determines that it has jurisdiction over part of the Dispute, then that part shall first be resolved in small claims court, and any remaining issues in the Dispute shall be resolved in accordance with the terms of this Section 16. Advertiser and/or Ad Representative and Cox Media both agree that it is a material breach of this Dispute Resolution Provision to initiate an arbitration when the other party has elected to have the Dispute resolved in small claims court, absent a determination by the small claims court that it does not have jurisdiction over the Dispute.

(h) Exceptions to Arbitration:

(i) This Dispute Resolution provision does not require arbitration of claims for public injunctive relief. To the extent that Advertiser and/or Ad Representative has a Dispute that is subject to arbitration and Advertiser and/or Ad Representative also assert a claim for public injunctive relief that is required to be brought in court, the arbitrator shall first decide the merits of the Dispute. A court may then decide Advertiser's and/or Ad Representative's claim for public injunctive relief *de novo* (without giving any law of the case, *res judicata* or collateral estoppel effect to the award or arbitration decision on the Dispute.

(ii) This Dispute Resolution provision shall not require arbitration of any claim concerning whether Advertiser and/or Ad Representative has filed or participated in a prohibited Class Action or Mass Action, which shall be determined by a court of competent jurisdiction, except that either party may promptly elect to have such a claim resolved under NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures (the "NAM Election"). In the event any party alleged to be a participant in a prohibited Class Action or Mass Action makes the NAM Election, Advertiser and/or Ad Representative and Cox Media agree that Cox Media shall have the right to make the NAM Election for any additional claim against any party alleged to be part of the same prohibited Class Action or Mass Action, even if Cox Media has already initiated an action in court.

(iii) This Dispute Resolution provision shall not require arbitration of any claim that Advertiser and/or Ad Representative or Cox Media has breached this Dispute Resolution provision, including but not limited to claims of material breach of Sections 16(c) (Class Action and Mass Action Waiver), 16(e) (Informal Dispute Resolution) or 16(g) (Small Claims), except that either party may promptly make a NAM Election for that claim. In the event any party alleged to have breached this Dispute Resolution Provision makes a NAM Election, the parties agree that Cox Media shall have the right to make the NAM Election for any additional claim against any party alleged to be part of the same prohibited Class Action or Mass Action, even if Cox Media has already initiated an action in court. The parties agree that any of the remedies set forth in section 16(i) (Remedies for Breach of Dispute Resolution Provision) may be imposed.

(iv) Should Cox Media notify NAM and Advertiser and/or Ad Representative in writing that it contends an arbitration that Advertiser and/or Ad Representative filed breaches this Dispute Resolution provision, that Advertiser and/or Ad Representative has participate in or will be participating in a prohibited Class Action or Mass Action or that Advertiser and/or Ad Representative has otherwise material breached Sections 16(c), 16(e) or 16(g), then NAM will stay the arbitration. In such event, either Advertiser and/or Ad Representative may bring an action against Cox Media to compel it to arbitrate such Dispute(s) or Cox Media may bring an action for declaratory relief that it is not required to arbitrate such Dispute(s). Such actions must be brought in a court of competent jurisdiction located in the same judicial district as the address listed in the Informal Dispute Resolution Notice, the small claims court that Cox Media contends should resolve the Dispute(s), or with NAM pursuant to a NAM Election.

(i) Remedies for Breach of Dispute Resolution. As set forth above in Sections 16(c), 16(e) and 16(g), the parties agree that certain actions constitute a material breach of this Dispute Resolution provision. The parties agree that one of the essential purposes of this Dispute Resolution provision is to provide for the prompt, efficient, and inexpensive resolution of disputes, and Sections 16(c), 16(e) and 16(g) further this purpose by ensuring disputes are resolved on an individual basis and by providing for alternative low-cost paths to resolving individual disputes. In the event a court or arbitrator determines that a breach of the Dispute Resolution Provision has occurred, or in the event an arbitrator acting under NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures determines that Advertiser and/or Ad Representative has participated in a prohibited Class Action or Mass Action, then we agree on the following remedies, in addition to any other remedy ordered by the court or arbitrator:

(i) The court or arbitrator may enter an order permitting the dispute to be heard in court, rather than arbitration. Whether the Dispute proceeds to resolution in court or in arbitration, Advertiser and/or Ad Representative agrees that the Dispute will be resolved on an individual basis as set forth in Section 16(c).

(ii) The court or arbitrator may enter an order that the breaching party bear the non-breaching party's costs, including but not limited to fees incurred in court or in arbitration.

(iii) The court or arbitrator may enter an order to dismiss without prejudice all demands included within the Mass Action.

(j) Non-Severability. It is the intention of the parties that the provisions of this Dispute Resolution Provision are mutually dependent and not severable. If any part of this Dispute Resolution Provision is determined to be unenforceable for any reason, then the entire Dispute Resolution Provision, except for the Jury Trial Waiver set forth in Section 16(k), shall be unenforceable.

(k) Jury Trial Waiver: If for any reason this arbitration agreement is found to be unenforceable under Section 16(j) (Non-Severability), or if Advertiser and/or Ad Representative opts out of this Dispute Resolution provision, Advertiser and/or Ad Representative and Cox Media expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY. This means that a Judge rather than a Jury will decide disputes between Advertiser and/or Ad Representative and Cox Media if, for any reason, the arbitration agreement is not enforced.

(l) Survival: This dispute resolution provision survives the termination of the Agreement. If Advertiser and/or Ad Representative brings a claim against Cox Media after termination of the Agreement that is based in whole or in part on events or omissions that occurred while Advertiser and/or Ad Representative was a party to this Agreement, this dispute resolution provision shall apply.

## 17. GENERAL; DISCLAIMERS

(a) Cox Media's obligations hereunder are subject to all Laws and applicable network and carrier guidelines, now enforced or hereafter enacted.

(b) This Contract, including the rights under it, may not be resold, assigned or transferred by Advertiser and/or Ad Representative or Ad Representative without first obtaining the written consent of Cox Media; nor may Cox Media be required to distribute the Ads hereunder for the benefit of any advertiser other than the party named in the IO. Any resale, assignment or transfer prohibited hereunder shall be null and void. Failure of Cox Media, Advertiser or Ad Representative to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.

(c) Cox Media shall exercise normal precautions in handling property and mail, but assumes no liability for loss or damage to Ad Materials and other property furnished by Advertiser and/or Ad Representative hereunder. Cox Media will not accept or process mail, correspondence, or telephone calls in connection with distribution of Ads hereunder, except as expressly provided under any fulfillment services contract or attachment signed by the parties.

(d) All production materials provided by Cox Media and used in program and Ads are and remain the exclusive property of Cox Media unless specifically noted in the IO or in a contract for production services between Cox Media and Advertiser or Ad Representative.

(e) Cox Media shall only recognize agency commissions that conform to industry standards and practices, and shall have no obligation to pay such commissions. Advertiser shall be solely responsible for any commission due to Ad Representative.

(f) TV Audience estimates provided are prorated market-level impressions and/or ratings, adjusted based on each network's estimated ad-insertable households by "Syscode" (a specific 4-digit code assigned by Ampersand

to represent a specific geography available for ad insertion in local cable). Syscode-level Ad-Insertable Universe Estimates (AIUEs) for each network are updated quarterly by Ampersand and reflect the estimated number of homes within the Syscode capable of receiving advertisements inserted by Cox Media on the specific network(s). Advertiser and Ad Representative acknowledge and agree that not all devices deployed in households in cable markets served by Cox Media are addressable and that certain devices may not be capable of receiving all Ads run in that cable market. The information provided will be periodically updated by Cox Media. For more information, please contact your Advertising Sales Executive.

(g) Any ratings, impressions and clicks estimates provided by Cox Media are for informational purposes only. Cox Media specifically disclaims and makes no representations and warranties of any kind, expressed or implied regarding ratings, impressions, clicks or any other estimate of the number of homes, viewers, etc. exposed to a campaign.

(h) Cox Media's spot and clearance information provided during a broadcast month is preliminary, and may vary from final affidavits. Advertiser and/or Ad Representative will be billed and will be required to pay for Ads based on final affidavits.

(i) This Contract contains the entire agreement between the parties relating to the subject matter hereof, and no change or modification of any of its provisions shall be effective unless made in writing and signed by both parties. In the event of a conflict, between these Terms and Conditions and the IO or any other document, these Standard Terms and Conditions shall govern unless the IO specifically provides otherwise by stating that it supersedes these Terms and Conditions. Advertiser and Ad Representative acknowledge and agree that any entity that distributes an Ad sold by Cox Media hereunder shall be a third-party beneficiary of this Contract and entitled to enforce rights granted to Cox Media hereunder directly against Advertiser or Ad Representative.

(j) This Contract shall be interpreted, governed and construed in accordance with the laws of the State of New York without regard to its principles governing conflicts of law. 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. Further, no action, regardless of form, arising out of or relating to the transactions under this Contract, may be brought by Advertiser and/or Ad Representative more than 120 days after the occurrence giving rise to such action.

(k) Nothing in this Contract shall constitute a partnership or joint venture between the parties or constitute either Advertiser or Cox Media as agent of the other for any purpose whatever.

(l) 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 IO.

(m) Advertiser agrees that Cox Media may identify it as an advertiser of Cox Media in client lists and other marketing materials.

## 18. DEFINITIONS

The following capitalized terms have the meaning set forth herein:

“AAA” has the meaning set forth in Section 16(f) of this Agreement.

“Ad Materials” has the meaning set forth in Section 4(b) of this Agreement.

“Ad Representative” has the meaning set forth in Section 1(a) of this Agreement.

“Ads” has the meaning set forth in the introductory paragraph of this Agreement.

“Advertiser” has the meaning set forth in Section 1(a) of this Agreement.

“Campaign Data” has the meaning set forth in Section 4(m) of this Agreement.

“Confidential Information” has the meaning set forth in Section 11 of this Agreement.

“Contract” has the meaning set forth in the introductory paragraph of this Agreement.

“Covered Sites” has the meaning set forth in the introductory paragraph of this Agreement.

“Cox Media” has the meaning set forth in the introductory paragraph of this Agreement.

“Cox Media Affiliates” has the meaning set forth in the introductory paragraph of this Agreement.

“DAA” has the meaning set forth in Section 7(e) of this Agreement.

“Dispute” has the meaning set forth in Section 16(a) of this Agreement.

“Force Majeure Event” has the meaning set forth in Section 6(a) of this Agreement.

“IBI” has the meaning set forth in Section 7(e) of this Agreement.

“IO” has the meaning set forth in the introductory paragraph of this Agreement.

“Landing Page” has the meaning set forth in Section 4(f) of the Agreement

“Opt-Out Period” has the meaning set forth in the first paragraph of Section 16 of this Agreement.

“PII” has the meaning set forth in Section 4(c) of the Agreement.

“SEM” has the meaning set forth in the first paragraph of Section 15 of this Agreement.

“SEO” has the meaning set forth in the first paragraph of Section 15 of this Agreement.

“Site Owner” has the meaning set forth in Section 4(g) of the Agreement.

“Spot Cable” has the meaning set forth in the introductory paragraph of this Agreement.

“Syscode” has the meaning set forth in Section 17(f) of the Agreement.

“Terms and Conditions” has the meaning set forth in the introductory paragraph of this Agreement.

“Third Party Materials” has the meaning set forth in Section 7(c) of this Agreement.

“Third Party Terms” has the meaning set forth in Section 7(a) of this Agreement.

“Vendor” has the meaning set forth in the introductory paragraph of this Agreement.

“Works” has the meaning set forth in Section 4(i) of this Agreement.

## Annex 1

### Email Marketing Terms

- Cox Media may provide Advertisers with access to products and services provided by Vendors to assist Advertiser with its distribution of Ads via email (“**Email Marketing Vendors**”). In connection with any distribution of Ads via email, Advertiser shall comply with all laws and regulations, including the federal CAN-SPAM Act and all other applicable state and federal laws governing privacy, data security and the dissemination of commercial emails to consumers.
- Advertiser shall comply with any guidance, training or policies provided by Cox Media or any Email Marketing Vendors related to any obligations under CAN-SPAM; provided however, Advertiser shall have sole responsibility and liability for its compliance with CAN-SPAM. Any training or guidance, including any written materials, provided by or on behalf of Cox Media or Email Marketing Vendors to Advertiser is not legal advice and shall not be construed to be or relied upon as legal advice. Advertiser is solely responsible for obtaining advice of competent legal counsel with respect any distribution of Ads via email, and compliance with all applicable law.
- Advertiser acknowledges and agrees that Email Marketing Vendors may receive requests from individuals to unsubscribe from an email message or campaign administered by the Email Marketing Vendors on behalf of one or more Advertiser. The Email Marketing Vendor shall notify Advertiser within seven (7) days from receipt of such individual’s request. Within three (3) days from Marketing Vendor’s notice of such request, Advertiser shall remove such individual from any email marketing distribution lists, and shall not send any further marketing emails to such individual.