

AMENDMENT TO THE AGREEMENT WITH COMCAST SPOTLIGHT (FORMERLY
KNOWN AS AT&T MEDIA SERVICES)

THIS AGREEMENT, entered into this _____ day of _____, 20____, by
and between the COUNTY OF SAN MATEO (hereinafter called "County") and
COMCAST SPOTLIGHT (formerly known as AT&T Media Services) (hereinafter called
"Contractor"),

W I T N E S S E T H:

WHEREAS, on September 10, 2002, the parties hereto entered into an
agreement (hereinafter referred to as the "Original Agreement") for the furnishing of
certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend
and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the
Original Agreement is amended as follows:

1. Section 1, Services to be Performed by Contractor, Paragraph 2, of the
Original Agreement is hereby added to read as follows:

In addition, Contractor, under the general direction of the Director of Health
Services shall work in collaboration with the San Mateo County AIDS Program– Youth
Social Marketing Campaign (SMCAP) staff to place a thirty-second television
advertisement in English and Spanish, into rotation via Contractor's programming.

2. Section 2, Payments, of the Original Agreement is hereby amended to read as
follows:

"2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the
services described in Schedule A, the amount that County shall not
exceed TWO HUNDRED FORTY-EIGHT THOUSAND DOLLARS
(\$248,000) for the contract term; ONE HUNDRED EIGHTY THOUSAND
DOLLARS (\$180,000) for services provided relative to the Used Oil and

Stormwater spots, EIGHTEEN THOUSAND DOLLARS (\$18,000) for services provided relative to the SFSF spot, and FIFTY THOUSAND DOLLARS (\$50,000) for services provided relative to the SMCAP spot.

B. Rate of Payment. For the Used Oil and Stormwater spots, the rate and terms of payment shall be as specified in Schedule C and incorporated herein. Depending upon market fluctuations, Contractor may increase the cost of the media schedule reflected in Schedule C up to fifteen percent (15%) from year to year during the contract term. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule C be increased to the extent that the maximum County obligation shall exceed the total specified for the Used Oil and Stormwater spots in Paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.

For the SFSF and SMCAP spots, the rate and terms of payment shall be as specified in Schedule B and incorporated herein. Payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.”

3. Section 11, Interpretation and Enforcement, Paragraph A, of the Original Agreement is hereby amended to read as follows:

“A. Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

- 1) In the case of County for Used Oil and Stormwater spots, to:
San Mateo County Environmental Health
Attn: Susan Hiestand
455 County Center, 4th Floor
Redwood City, California 94063

2) In the case of County for SFSF spot, to:

San Mateo County Public Health
Attn: Edith Cabuslay
225 37th Avenue
San Mateo, California 94403

3) In the case of County for SMCAP spot, to:

San Mateo County AIDS Program
Attn: Nana Howton
225 37th Ave
San Mateo, CA 94403

Or to such person or address as County may, from time to time, furnish to Contractor.

4) In the case of Contractor, to:

Comcast Spotlight
Attn: Ruth Wadsworth
755 Sansome St., 5th Floor
San Francisco, CA 94111

With a copy to:

AT&T Broadband
Attn: Legal Department
P.O. Box 5147
San Ramon, California 94583

4. Section 12, Term of the Agreement, of the Original Agreement is hereby amended to read as follows:

“ 12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from September 2, 2002 through August 31, 2005, and shall be broken down as follows:

For Used Oil and Stormwater spots:

First Contract Term: September 2, 2002 through August 31, 2003

Second Contract Term: September 1, 2003 through August 31, 2004

Third Contract Term: September 1, 2004 through August 31, 2005

For SFSF spot:

First Contract Term: December 1, 2002 through March 31, 2003.

This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice.

For SMCAP spot:

First Contract Term: April 1, 2003 through December 31, 2003.

Second Contract Term: March 29, 2004 through June 27, 2004.

This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice."

5. SCHEDULE A, of the Original Agreement is hereby amended to read as follows:

"SERVICES TO BE PERFORMED BY CONTRACTOR

1. For Used Oil and Stormwater Spots

a. In consideration of the payments specified in Schedules B and C, Contractor shall

perform the services described below in a manner consistent with the terms and provisions of this Agreement:

- Contractor will run rotating thirty-second Used Oil and Stormwater commercials on Comcast Spotlight Services programming. Packages will include targeting various sectors of the population including adult men and women. Marketing will also include targeting sporting events and other demographic populations.
- Contractor will air at least ten thousand (10,000) commercials during each Contract Term as defined in the Agreement. The number of commercials aired during the second and third Contract Terms shall depend upon the media schedule negotiated prior to the commencement of that particular Contract Term.

- At the request of County, Contractor will customize any new Used Oil and Stormwater spots with a voiceover or the County logo, as appropriate.
- b. County Responsibilities (Designated County Agency – Health Services/Environmental Health Division)
County shall provide the following:
 - Guidance to the Contractor regarding the target audience
 - Research commercials that are available for statewide pollution prevention programs

2. For Smoke Free Start for Families (SFSF) Spot:

In consideration of the payments specified in Schedule B, Contractor shall perform the services described below in a manner consistent with the terms and provisions of this Agreement:

Under the direction of the Health Education Manager, Contractor agrees to work with the SFSF staff to develop, produce, and implement a cable television commercial and media plan that promote the perinatal smoking cessation program, and the new component for the program which focuses on cessation services for household members living with children ages 0-5.

1. By March 31, 2003, Contractor will have provided the following:
 - Consulting with SFSF staff & Media Advisory Committee to determine appropriate target communities, top networks watched by each target group, and highlight networks and time periods that are distinctive to the demographics
 - The media plan will include a timeline for the implementation of the media plan. Contractor will place as least 61 cable television spots airing for eight (8) weeks through February 23, 2003 on ten (10) different networks targeting our specific demographic catchment areas.

- Contractor will be responsible for the development of the script; recruitment, screening and compensation of the necessary talent; and the development and editing of the commercial to be placed.
 - Final selection and coordination of media placement will be done in consultation with the SFSF staff & Media Advisory Committee.
2. The following are requirements of the Agreement and are designed to support the activities in this Agreement:
- Cable television spot is language & culturally sensitive
 - Contractor shall participate in meetings with SFSF & Media Advisory Committee on an 'as needed' basis, as determined by SFSF staff.
 - Contractor shall submit a monthly report summarizing activities
 - Contractor shall submit a final summary report at the end of the agreement period for SFSF spot. Final report will include figures on the effectiveness of the placed spots (audience, number of people who viewed spots)
3. Contractor agrees to work with SFSF staff to put into place a simple method of conducting outcome evaluations that can be conducted by the end of the campaign on March 31, 2003.
- A media plan for the SFSF Program will be submitted.
 - Contractor will submit documentation of identified top networks and time periods

3. For San Mateo County AIDS Program Youth HIV Social Marketing Campaign (SMCAP) Ad:

In consideration of the payments specified in Schedule B, Contractor shall perform the services described below in a manner consistent with the terms and provisions of this Agreement:

- a. Under the direction of the Social Marketing Coordinator, Contractor agrees to work in collaboration with the SMCAP staff to develop, produce, and implement a cable television commercial and media plan that promote the

Youth HIV Social Marketing Campaign, which focuses on preventing the spread of HIV among youth 15-24 years old and increasing their testing rates and their knowledge of the issues surrounding HIV and AIDS.

- b. By April 30, 2003, Contractor shall
 - meet with the SMCAP Social Marketing Coordinator and the Youth Steering Committee to determine appropriate target communities, top networks watched by each target group, highlight networks and time periods that are distinctive to the demographics, and to ensure that cable television spot is language and culturally sensitive.
 - provide SMCAP with a media plan, documentation of identified top networks and time periods when cable television ad will be aired.
- c. Contractor will be responsible for development of the script; recruitment, screening and compensation of the necessary talent; and development and editing of the cable television ad.
- d. A draft of the cable television ad will be given to SMCAP for review by May 30, 2003. Final selection and coordination of media placement will be done in consultation with the Social Marketing Coordinator & Prevention Services Manager.
- e. Contractor will place at least 51 (fifty-one) cable television ads, which will air from June, 1, 2003 to November 30, 2003 on at least ten (10) different networks, which target our specific demographic catchment areas.
- f. Contractor shall provide SMCAP with a videotape (VHS) of the final cable television ad. SMCAP will be considered the owner of the videotape and content and shall be able to continue using the tape to update information, or for recruitment and educational purposes, without incurring liabilities.
- g. Contractor shall submit monthly reports detailing progress of activities, and participate in meetings with Social Marketing Coordinator and Youth Steering Committee on an "as needed" basis, as determined by Social Marketing Coordinator.

- h. Contractor shall submit a final summary report, which includes figures on the audience, areas where the ad was played and number of people who viewed ad (reach and frequency) by December 31, 2003.
- i. Contractor will place a minimum of 1,638 (one thousand six hundred thirty-eight) cable television ads, which will air from March 29, 2004 to June 27, 2004 on five (5) different networks, which target SMCAP specific demographic catchment areas.
- j. For the second term of the contract, Contractor shall submit monthly reports detailing progress of activities, and participate in meetings with Social Marketing Coordinator and Youth Steering Committee on an "as needed" basis, as determined by Social Marketing Coordinator.
- k. Contractor shall submit a final summary report for the second term of the contract, which shall include figures on the audience, areas where the ad was played and number of people who viewed ad (reach and frequency) by July 15, 2004.

6. SCHEDULE B, Amount and Method of Payment, of the Original Agreement is hereby amended to read as follows:

"In full consideration of the work to be performed by the Contractor and subject to the provisions of Paragraph 2A of this agreement, and the attached Schedules A and C, County shall pay Contractor in the manner described below. County shall have the right to withhold payment if County determines that the quality or quantity of work is unacceptable.

1. For Used Oil and Stormwater Spots

Contractor shall submit monthly invoices detailing:

- the commercials run
- the channels commercials were run on
- the price of each commercial

to the County for reimbursement. Contractor will provide separate billing for the Used Oil and Stormwater portions of their services. Upon approval of

invoices by the Director of Environmental Health, County shall reimburse Contractor for the services provided.

2. For SFSF Spot

Contractor shall submit monthly invoices and financial statements for services provided by the fifteenth (15th) day following the end of the invoiced month. Invoices will be based upon actual expenditures and demonstrated progress through required progress reports.

The Program Coordinator(s) and Health Education Manager shall review and approve invoices prior to processing for payment.

3. For SMCAP Spot

Contractor shall submit monthly invoices and financial statements for services provided by the fifteenth (15th) day following the end of the invoiced month. Invoices will be based upon actual expenditures and demonstrated progress through required progress reports. The Social Marketing Coordinator(s) and the AIDS Program Manager shall review and approve invoices prior to processing for payment.

In any event, the total payment for all services provided by Contractor shall not exceed TWO HUNDRED FORTY-EIGHT THOUSAND DOLLARS (\$248,000) for the contract term; ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000) for services provided relative to the Used Oil and Stormwater spots, EIGHTEEN THOUSAND DOLLARS (\$18,000) for services provided relative to the SFSF spot, and FIFTY THOUSAND DOLLARS (\$50,000) for services provided relative to the SMCAP ad."

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.
3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that Agreement 065535 be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

COMCAST SPOTLIGHT
(Formerly AT&T Media Services)

AL ENGELMAN

By: _____
Mark Church
President, Board of Supervisors

By: _____

Date: _____

Date: 2/27/04

ATTEST: _____

By: _____
Clerk of Said Board

Date: _____

Network Detail Report

Date: 2/19/2004

Client: San Mateo County Aids Project
 Prod: Education
 Estimate #:

Primary Demo: Households
 Flight Dates: 03/29/04 to 06/27/04

Office: Comcast Advertising Sales
 755 Sansome St, 5th Floor
 San Francisco, CA 94111

Contact: Ruth Wadsworth
 Phone: 415-315-1129
 Fax: 415-675-2325

Daypart	Dpt Code	COST	Dur	Mon	Mon	Mon	Mon	Mon	Mon	Mon	Mon	Mon	Mon	Mon	Total Spots	Households RTG / CPP
				3/29	4/5	4/12	4/19	4/26	5/3	5/10	5/17	5/24	5/31	6/7		
San Francisco Comcast HH Dec03 SYS ADcom #																
WBY-0 Peninsula Reg. Zone, 1790																
BET-TV																
M-Su 4p-7p	R3	\$15.00	30	10	10	10	10	10	10	10	10	10	10	10	130	0.3
Fringe																\$50
M-Su 7p-12m	RT	\$20.00	30	14	14	14	14	14	14	14	14	14	14	14	182	0.4
Fringe																\$50
M-Su 12m-2a	R5	\$10.00	30	2	2	2	2	2	2	2	2	2	2	2	26	0.1
Late Night																\$100
M-Su 2a-6a	RT	\$5.00	30	8	8	8	8	8	8	8	8	8	8	8	104	0.0
Late Night																
			Total Spots:	34	34	34	34	34	34	34	34	34	34	34	442	
			Total GRP:	8.8	8.8	8.8	8.8	8.8	8.8	8.8	8.8	8.8	8.8	8.8		114.4
Total Cost:		\$6,370.00													Total CPP:	\$56
FSE-TV																
Fox Sports Espanol																
M-Su 9a-4p	R2	\$2.00	30	8	8	8	8	8	8	8	8	8	8	8	104	0.0
Daytime																
M-Su 4p-7p	R3	\$4.00	30	9	9	9	9	9	9	9	9	9	9	9	117	0.0
Fringe																
M-Su 7p-12m	R4	\$4.00	30	10	10	10	10	10	10	10	10	10	10	10	130	0.0
Prime																
			Total Spots:	27	27	27	27	27	27	27	27	27	27	27	351	
			Total GRP:	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0
Total Cost:		\$1,196.00													Total CPP:	\$0
GALA-TV																
Galavision																
M-Su 4p-7p	R3	\$15.00	30	8	8	8	8	8	8	8	8	8	8	8	104	0.1
Fringe																\$150
M-Su 12m-2a	R5	\$5.00	30	2	2	2	2	2	2	2	2	2	2	2	26	0.0
Late Night																
			Total Spots:	10	10	10	10	10	10	10	10	10	10	10	130	
			Total GRP:	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8		10.4
Total Cost:		\$1,690.00													Total CPP:	\$162

SCHEDULE B

»Estimate information indicated has been supplied by the user.

Network Detail Report

Date: 2/19/2004

Client: San Mateo County Aids Project
 Prod: Education
 Estimate #:

Primary Demo: Households
 Flight Dates: 03/29/04 to 06/27/04

Office: Comcast Advertising Sales
 755 Sansome St, 5th Floor
 San Francisco, CA 94111

Contact: Ruth Wadsworth
 Phone: 415-315-1129
 Fax: 415-675-2325

Daypart	Dpt Code	COST	Dur	Mon 3/29	Mon 4/5	Mon 4/12	Mon 4/19	Mon 4/26	Mon 5/3	Mon 5/10	Mon 5/17	Mon 5/24	Mon 5/31	Mon 6/7	Mon 6/14	Mon 6/21	Total Spots	Households RTG / CPP	
San Francisco Comcast HH Dec03 SYS ADcom #																			
WBV-0 Peninsula Reg. Zone, 1790																			
MTV-TV																			
M-Su 9a-4p Daytime	R2	\$25.00	30	8	8	8	8	8	8	8	8	8	8	8	8	8	104	0.6 \$42	
M-Su 4p-7p Fringe	R3	\$49.00	30	10	10	10	10	10	10	10	10	10	10	10	10	10	130	0.7 \$70	
M-Su 12m-2a Late Night	R5	\$20.00	30	2	2	2	2	2	2	2	2	2	2	2	2	2	26	0.3 \$67	
M-Su 2a-6a Late Night	RT	\$5.00	30	8	8	8	8	8	8	8	8	8	8	8	8	8	104	0.0	
Total Spots:				28	28	28	28	28	28	28	28	28	28	28	28	28	364		
Total GRP:				12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4		161.2	
Total Cost:		\$10,010.00																Total CPP:	\$62
TOON-TV																			
M-Su 9a-4p Daytime	R2	\$15.00	30	8	8	8	8	8	8	8	8	8	8	8	8	8	104	1.0 \$15	
M-Su 7p-12m Prime	R4	\$30.00	30	9	9	9	9	9	9	9	9	9	9	9	9	9	117	1.2 \$25	
M-Su 12m-2a Late Night	R5	\$5.00	30	2	2	2	2	2	2	2	2	2	2	2	2	2	26	0.4 \$13	
M-Su 2a-6a Late Night	RT	\$5.00	30	8	8	8	8	8	8	8	8	8	8	8	8	8	104	0.0	
Total Spots:				27	27	27	27	27	27	27	27	27	27	27	27	27	351		
Total GRP:				19.6	19.6	19.6	19.6	19.6	19.6	19.6	19.6	19.6	19.6	19.6	19.6	19.6		254.8	
Total Cost:		\$5,720.00																Total CPP:	\$22

»Estimate information indicated has been supplied by the user.

Summary by Network

Date: 2/19/2004

Client: San Mateo County Aids Project
 Prod: Education
 Estimate #:

Primary Demo: Households
 Flight Dates: 03/29/04 to 06/27/04

Office: Comcast Advertising Sales
 755 Sansome St, 5th Floor
 San Francisco, CA 94111

Contact: Ruth Wadsworth
 Phone: 415-315-1129
 Fax: 415-675-2325

Network	Total Spots	COST	PCT	CPP	Households	GRP PCT	Reach Pct / Freq
San Francisco Comcast HH Dec03 SYS ADcom #							
WBV-0 Peninsula Reg. Zone, 1790							
BET-TV	442	\$6,370.00	25%	\$56	114.4	21%	14.0% 8.2
FSE-TV	351	\$1,196.00	5%	\$0	0.0	0%	0.0% 8.3
GALA-TV	130	\$1,690.00	7%	\$162	10.4	2%	2.4% 4.3
MTV-TV	364	\$10,010.00	40%	\$62	161.2	30%	36.6% 4.4
TOON-TV	351	\$5,720.00	23%	\$22	254.8	47%	41.8% 6.1
Market Total:	1638	\$24,986.00		\$46	540.8		66.8% 8.1

Disclaimer:

All orders subject to management approval. Signature here acknowledges receipt and acceptance of attached Terms & Condition Page: 3

Signature: _____

Date: _____

TERMS AND CONDITIONS

The organization/corporation/individual ("Advertiser") contracting for cablecast of commercial announcements described on the reverse side hereof or attached hereto (the "Work Order") and the cable service operating subsidiary of Comcast Corporation providing such commercial announcements (the "Company") hereby agree to be bound by the following terms and conditions:

1. BILLING AND PAYMENTS

- (a) Company will bill Advertiser monthly or at end of schedule, using the Standard Broadcast Month, unless otherwise provided on the Work Order.
- (b) Payment shall be made in advance of date of cablecast or webcast ("cablecast") unless credit arrangements acceptable to the Company have previously been made in writing, in which event payment shall be made no later than thirty days after receipt by Advertiser of an invoice (and affidavit of performance if affidavit is requested by Advertiser).
- (c) Invoices shall contain information with regard to the cablecast product type, quantity, length, rate, network and any additional identification codes provided by Advertiser and reasonably acceptable to the Company. Additional charges other than for cablecast of commercial announcements may be itemized on a separate invoice.
- (d) Affidavits, when requested by Advertiser, shall state dates and times taken from the official log maintained by the Company. When certified by the Company, such excerpts from the official log shall be the affidavits of performance and act as proof of performance.
- (e) Advertiser agrees to pay all amounts payable under this contract and is liable for payments to be made under this contract. Where Advertiser is an advertising agency or media buying service, the person, firm or corporation that authorizes advertising agency to contract for the commercial announcements covered by this contract shall be liable for all such payments and fees in the event of default by advertising agency. Under no circumstances shall the Company be liable for an amount owed by Advertiser to an advertising agency acting for Advertiser and Advertiser agrees to hold the Company harmless from any such claim made against the Company by any such advertising agency. Company shall have the right to notify any of the foregoing parties of all liabilities and terms of this contract.
- (f) Accounts not paid when due shall be considered delinquent and shall bear a service charge of the lesser of 1.5% per month or the highest interest rate permitted under applicable law on the unpaid balance from the due date. Advertiser shall reimburse the Company for all amounts incurred in connection with collection activities, including, but not limited to, collection agency charges and costs, attorney fees and costs.

2. TERMINATION

- (a) Commercial announcements may be cancelled by the Company in its sole discretion upon five days prior notice. Company reserves the right to cancel this contract upon default by Advertiser in the payment of bills, for any other material breach of the terms hereof, and if Company determines that a commercial announcement fails to meet Company's content guidelines, at any time upon notice whether given orally or in writing. Upon cancellation for default, all charges for cablecasts completed hereunder and not paid shall become immediately due and payable.
- (b) Advertiser may cancel cablecasting of commercial announcements of 60 seconds or less duration upon 14 days' prior written notice to Company to be effective no earlier than 14 days after the commencement of cablecasts under this contract. Advertiser may cancel cablecasting of commercial announcements of more than 60 seconds in duration upon 28 days' prior written notice to Company to be effective no earlier than 28 days after the first date of cablecast under this contract.
- (c) If Advertiser cancels this contract, all discounts shall be void and rates on the then current rate card in effect will apply to any commercial announcements cablecast up to the date of cancellation. In addition Advertiser will pay all non-recoverable out-of-pocket expenses incurred in connection with any promotion. If the Company cancels this contract other than for cause due to a breach by Advertiser, Advertiser shall have the benefit of the same discounts that it would have earned had it been allowed to complete the contract.
- (d) If Advertiser cancels any special promotion, contest, sponsorship, sweepstakes or other service provided to Advertiser by the Company (or any of its affiliates), at the Company's sole discretion, any related discounts for commercial announcements shall be void and rates on the current rate card shall apply to all commercial announcements for which such discount applied.

3. PROGRAM AND COMMERCIAL MATERIAL

- (a) Unless otherwise noted on the Work Order, all materials for commercial announcements shall be furnished to the Company by Advertiser. Advertiser shall be responsible, at its sole expense, for securing all rights, licenses, releases and consents required in connection with the commercial announcements including, but not limited to, copyright performance and music synchronization rights with regard to all materials including, but not limited to video, audio, script and talent furnished by Advertiser or materials which the Company is directed by Advertiser to use. Company reserves the right to reject or edit any such materials. All expense connected with the delivery of commercial announcements to the Company, and with return therefrom, if return is directed on the Work Order, shall be paid by Advertiser.
- (b) Advertiser shall deliver commercial announcements and scheduling instructions to the Company at least 48 hours in advance of the scheduled cablecast date. If such announcements and instructions do not arrive at the Company 48 hours before the cablecast date, the Company will use reasonable efforts to cablecast commercial announcements received from Advertiser despite late delivery, but shall not be liable for commercial announcements that are not cablecast due to late delivery by Advertiser. Notwithstanding the foregoing, if such announcements and instructions do not arrive at the Company at least 48 hours before the cablecast date, the Company may bill Advertiser for the time reserved on the Work Order.
- (c) Notwithstanding anything in this contract to the contrary, commercial announcements provided by Advertiser are subject to the Company approval and Network Restrictions. Company retains a continuing right to reject any commercial material submitted by Advertiser, including but not limited to, the right to reject for unsatisfactory technical quality or objectionable or unlawful content, as determined by the Company in its sole discretion. If any commercial announcement is unsatisfactory, the Company shall notify Advertiser, and unless Advertiser furnishes satisfactory material in a sufficient amount of time in advance of cablecast as determined by the Company, the Company may bill Advertiser for the commercial announcements reserved on the Work Order.
- (d) Company reserves the right to redesign or modify the organization, structure or "look and feel" of any Web Site used for advertising in conjunction with any Work Order at any time without notice. In the event such modifications affect the placement of the advertisement, Company will notify Advertiser and will work with Advertiser to display the advertisement in a comparable place on the Web Site. Company makes no representations, warranties or guarantees of any kind, either express or implied with respect to the Web Site or the functionality, performance or results of use thereof, 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 generality of the foregoing, Company does not warrant or guarantee that the Web Site or operation thereof will be uninterrupted or will meet Advertiser's requirements.

4. RATES AND CHARGES

- (a) Company reserves the right to increase rates at any time without prior notice, but no such increases shall be applied to cablecasts under this contract unless otherwise provided on the Work Order.

(b) Advertiser may contract for cablecast of commercial announcements of various lengths subject to the Company's rate card and only with prior Company approval.

(c) Commercial announcements will be billed at a 90% threshold.

5. FAILURE TO CABLECAST

If the Company fails to cablecast any commercial announcement or program material at a scheduled time, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, mechanical or electronic breakdowns, or for any other reason, the Company shall offer Advertiser (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 commercial announcements not cablecast. Advertiser shall have the benefit of the same discounts that would have been earned if there had been no interruption or omission in the cablecast.

6. INDEMNIFICATION; LIMITATION OF LIABILITY

(a) Company shall hold Advertiser harmless against all liabilities resulting from the cablecast of program material furnished by the Company; provided, however, that the Company shall not be responsible for any liabilities arising out of the content of program and/or commercial material provided and/or authorized by Advertiser.

(b) Advertiser shall indemnify, defend, and hold the Company harmless against all liabilities arising out of the creation and provision of, and the content of, program and/or commercial material provided and/or authorized by Advertiser and a breach of this Agreement. Advertiser further agrees to indemnify, defend and hold the Company harmless for and against all liabilities by reason of any claims, suits or proceedings arising by reason of any advertisement placed on Company's Web Site relating to any virus, worm or "Trojan Horse" or other contaminating or destructive features contained in the advertisement or any other materials or information to which end users of the Web Site can link from the advertisement or Web Site. Where Advertiser is an advertising agency, such advertising agency and the person, firm or corporation that authorizes such advertising agency to contract for the commercial announcements covered by this contract shall be jointly and severally liable for all indemnification obligations in favor of the Company hereunder.

(c) Other than as set forth in Paragraph 6(a) above, and notwithstanding anything in this contract to the contrary, the sole remedies available to Advertiser for a breach of this contract or for any other claims arising out of the negotiation or performance of this contract or out of the cablecasting of program and/or commercial announcements provided by Advertiser shall be: (i) substitute cablecast of commercial announcements or program material as set forth in paragraph 5; or (ii) a refund of amounts paid by Advertiser for the unfulfilled portion of this contract.

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, GOOD WILL, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS CONTRACT OR BE SUBJECT TO EQUITABLE REMEDIES OR INJUNCTIVE RELIEF.

7. WARRANTIES

(a) Advertiser warrants and represents that all music composition, copy or other materials used in connection with the cablecast does not infringe the copyright, ownership or authorship of any third party.

All advertising shall be free and clear for cablecast without further payment of copyright or other fees or obtaining any consents or approvals. Advertiser warrants and represents that the content of all cablecasts complies with all federal, state, and local rules and regulations of the Federal Trade Commission.

(b) Company hereby disclaims 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, Company specifically disclaims any warranties relating to the effectiveness of any advertisements run pursuant to this contract and specifically disclaims any warranties relating to the number of households reached.

8. GENERAL

(a) Company obligations hereunder are subject to the terms and conditions of licenses held by the parties hereto and are also subject to all federal, state, and municipal laws and regulations now enforced or which may be enacted in the future.

(b) This contract, including the rights under it, may not be assigned or transferred by Advertiser without first obtaining the consent of the Company in writing; nor may the Company be required to cablecast hereunder for the benefit of any advertiser other than the party named on the Work Order. Failure of the Company or Advertiser 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) Company shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to commercial material and other property furnished by Advertiser hereunder. Company will not accept or process mail, correspondence, or telephone calls in connection with cablecast of commercial announcements hereunder.

(d) All production materials provided by the Company and used in program and commercial announcements are and remain the exclusive property of the Company unless specifically noted on the Work Order or in an agreement for production services between the Company and Advertiser.

(e) Company shall only recognize agency commissions that conform to industry standards and practices.

(f) This contract contains the entire agreement between the parties relating to the subject material herein contained, and no change or modification of any of its provisions shall be effective unless made in writing and signed by both parties.

(g) This contract shall be governed and construed in accordance with the laws of the jurisdiction in which the Company is located.