

**WRAL Digital Solutions**  
**Capitol B Creative Studios**  
**Addendum to the AAAA/IAB Standard Terms and Conditions for Internet Advertising for**  
**Media Buys One Year or Less, Version 3.0**

This Addendum (“**Addendum**”) applies to the AAAA/IAB Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 (the “**Standard Terms**”) found at:

[http://www.iab.com/wp-content/uploads/2015/06/IAB\\_4As-tsandcs-FINAL.pdf](http://www.iab.com/wp-content/uploads/2015/06/IAB_4As-tsandcs-FINAL.pdf). CBC New Media Group, LLC d/b/a WRAL Digital Solutions and Capitol B Creative Studios (“**Media Company**”) and Advertiser agree that the Standard Terms, as modified by this Addendum, will govern the placement of advertising on any digital media property sold by Media Company to Advertiser pursuant to the Insertion Order or Sales Order Form (collectively, the “**Order**”) signed by Media Company and Advertiser (or its Agency). The Standard Terms, as amended by this Addendum, together with the accompanying Order, constitute the entire agreement between Media Company and Advertiser.

1. For an Order directly between Advertiser and Media Company, all references to “Agency” in the Standard Terms and this Addendum will refer to the Advertiser. Sections X(c) and XII(h) of the Standard Terms will not apply.
2. In connection with **Section II(a)** of the Standard Terms, Media Company will use commercially reasonable efforts to create a reasonably balanced delivery schedule. Advertiser and Agency acknowledge that, given the nature of Media Company’s business, impressions on Sites may substantially fluctuate at times.
3. The following is added to **Section II(e)** of the Standard Terms: Media Company shall determine, in its sole discretion, on which online third-party properties (the “**Publisher**”) the marketing content (“**Ads**”) will run during the Term, as defined in the Order. Client acknowledges that Media Company does not operate or control the Publisher. Media Company is not responsible for Publisher’s website, policies, practices or terms and conditions. Media Company makes no guarantees about when or where the Ads will be displayed by the Publisher. Media Company does guarantee ad placement for properties owned or operated by Media Company or its affiliates.
4. **In Section III(b) of the Standard Terms:** the first sentence is hereby deleted and replaced with the following: Agency will make payment within thirty (30) days of the date of invoice, or as otherwise stated in the Order. Media Company may notify Advertiser directly about payment if payment is not received.
5. In section **V** of the Standard Terms: **(a)ii, (a)iii, and V(c)** are deleted.
6. **Section IX(a) of the Standard Terms** is modified to delete the second sentence.

7. **The following is added to Section IX(d) of the Standard Terms:** “If Advertiser or Agency fails to provide Media Company with Advertising Materials to replace such damaged, non-compliant or otherwise unacceptable Advertising Materials prior to the scheduled start of the media flight, Advertising Materials will be deemed ‘late’ pursuant to subsection IX(b).”
  
8. **The following is added to Section IX of the Standard Terms:**  
“**h. Media Company Advertising Materials; Custom Materials.** Excluding Advertising Materials provided by Advertiser, Media Company shall own and retain all right, title and interest in any materials, content, or technology it creates, or otherwise uses, for the media buy pursuant to the Order, including any Custom Materials. Advertiser agrees that it shall not, at any time, assert or claim any interest in, or do anything, that may adversely affect the validity or enforceability of any intellectual property or other proprietary right belonging to Media Company hereunder.
  
9. **Sections X(a), X(b) and X(c) of the Standard Terms are deleted and replaced with the following:**
  - a. By Media Company: Media Company will defend, indemnify, and hold harmless Agency, Advertiser, and each of its Affiliates and Representatives from damages, liabilities, costs, and expenses (not including reasonable attorneys’ fees) (collectively, “**Losses**”) resulting from any claim, judgment, or proceeding (collectively, “**Claims**”) brought by a Third Party and resulting from (i) Media Company’s alleged breach of Section XII or of Media Company’s representations and warranties in Section XIV(a), (ii) Media Company’s display or delivery of any Ad in breach of Section II(a) or Section IX(e), or (iii) Advertising Materials provided by Media Company for an Ad (and not by Agency, Advertiser, and/or each of its Affiliates and/or Representatives) (“**Media Company Advertising Materials**”) that: (A) violate any applicable law, regulation, judicial or administrative action, or the right of a Third Party; or (B) are defamatory or obscene. Notwithstanding the foregoing, Media Company will not be liable for any Losses resulting from Claims to the extent that such Claims result from Media Company’s customization of Ads or Advertising Materials based upon detailed specifications, materials, or information provided by the Advertiser, Agency, and/or each of its Affiliates and/or Representatives.
  
  - b. By Advertiser: Advertiser will defend, indemnify, and hold harmless Media Company and each of its Affiliates and Representatives from damages, liabilities, costs, and expenses (not including reasonable attorneys’ fees) (collectively, “**Losses**”) resulting from any claim, judgment, or proceeding (collectively, “**Claims**”) brought by a Third Party and resulting from (i) Advertiser’s alleged breach of Section XII or of Advertiser’s representations and warranties in Section XIV(a), (ii)

Advertiser's delivery of any Ad in breach of Section II(a) or Section IX(e), or (iii) Advertising Materials provided by Advertiser that: (A) violate any applicable law, regulation, judicial or administrative action, or the right of a Third Party; or (B) are defamatory or obscene.

- c. By Agency. Agency represents and warrants that it has the authority as Advertiser's agent to bind Advertiser to these Terms and each Order, and that all of Agency's actions related to these Terms and each Order will be within the scope of such agency. Agency will defend, indemnify, and hold harmless Media Company and each of its Affiliates and Representatives from Losses resulting from (i) Agency's alleged breach of the foregoing sentence, or (ii) Claims brought by a Third Party alleging that Agency has breached its express, Agency-specific obligations under Section XII.

**10. XII (d)(i) is deleted and replaced with the following:** Unless otherwise authorized by Media Company, Advertiser will not: (A) use Collected Data for Repurposing; however, Performance Data may be used for Repurposing so long as it is not joined with any Order Details or Site Data; (B) disclose Order details of Media Company or Site Data to any Affiliate or Third Party.

**11. Section XIV(d)** of the Standard Terms is amended to insert "New York" in both the first and second open space.