

R.20996

# Jackson County Parks + Rec 2022

Charter DBA Spectrum Reach





Branding: Get the message out about Jackson County Parks + Rec summer event calendar, golf, boating and beaches! Fill the funnel below to extend your reach to those consumers that count!

Spectrum  
REACH

## Targeted TV

Broad reach on premium networks at DMA or Spectrum TV zone level

## Ads Everywhere

Extended reach to Spectrum subscribers through VOD and streaming devices on top networks at DMA level

## Display and Pre-Roll

Reach beyond Spectrum subscribers in various geographies

## Online Digital Addressable Ads

First and third-party data targeting  
Spectrum households

## Geo-fencing and Retargeting

Radius based targeting  
and retargeting

## Search

Keyword targeting in  
geos as granular  
as zip codes



# Jackson County Parks + Rec 2022 Recommendation:

## TACTICS:

Television  
Streaming Television  
Online Video Pre-Roll

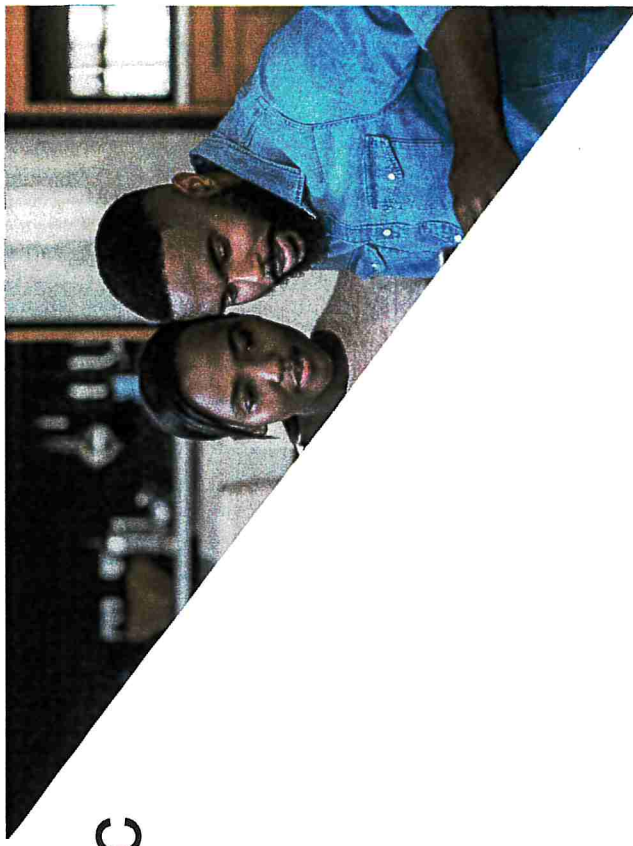
## TARGETING:

Adults 25-54  
Household Income (HHI) \$50K+  
Family & Kids  
Lifestyle & Entertainment  
Outdoor Activities Enthusiast

Target Geography:

- Jackson County, MO

The powerful combination of Spectrum's first-party viewing data with trusted third party data creates enhanced targeting to reach the right viewers and maximize the opportunity to deliver your message wherever and whenever your potential customers are watching.



# Jackson County Parks + Rec 2022 ADDED VALUE:



## Added Value:

- Edited the beaches spot to remove outdated footage - \$75 value
- 250 commercials per zone (3 total zones = 750 commercials) running throughout the campaign on demo appropriate networks - \$7500 value
- Production of 2 network taggable spots – Fire Masters and Hallmark’s Christmas in July – to promote and generate awareness of Jackson County Parks + Rec - \$250 value



# Our Recommendation



## Linear Zones

TV-14



East Zone  
Central Zone  
AT&T Central

## Demographic



Adults 25-54  
Outdoor Enthusiasts

Targeted Television June, July & August 2022

3,460 Total Commercials - :15 bookends  
\$10,315



Streaming Television (target audience on page 3)

171,428 Total Impressions/Commercials  
\$6,000 (average cost per impression 3.5 cents!)

Targeted Online Video

149,222 Total Impressions  
\$2,686

Added Value

1. Edited beaches spot to include new footage - \$75 value
2. 250 commercials per zone (3 zones) running on demo appropriate networks. - \$7,500 value
3. Production of 2 network taggable spots - Fire Masters and Hallmark's Christmas in July. - \$250 value

ATTEST: 

Charter DBA Spectrum Reach  
Taylor Rubin  
9225 Indian Creek Parkway, Suite 500  
Overland Park, KS 66210  
Taylor.Rubin@charter.com  
816-222-5875

Jackson County, MO  
6-23-2022  
Total: \$19,001.20

Client Name  
Client Signature

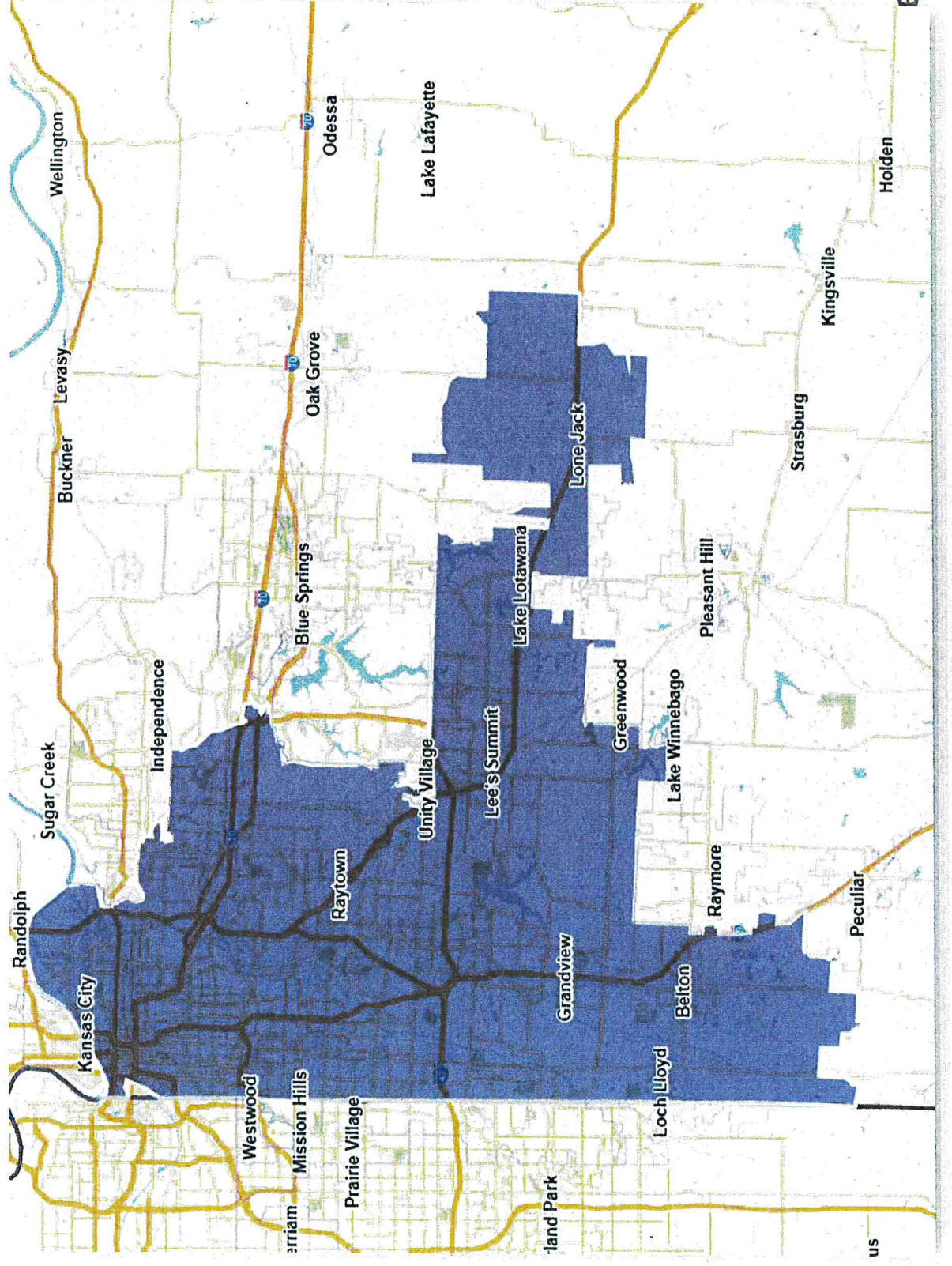
Date

  
Clerk of the County Legislature

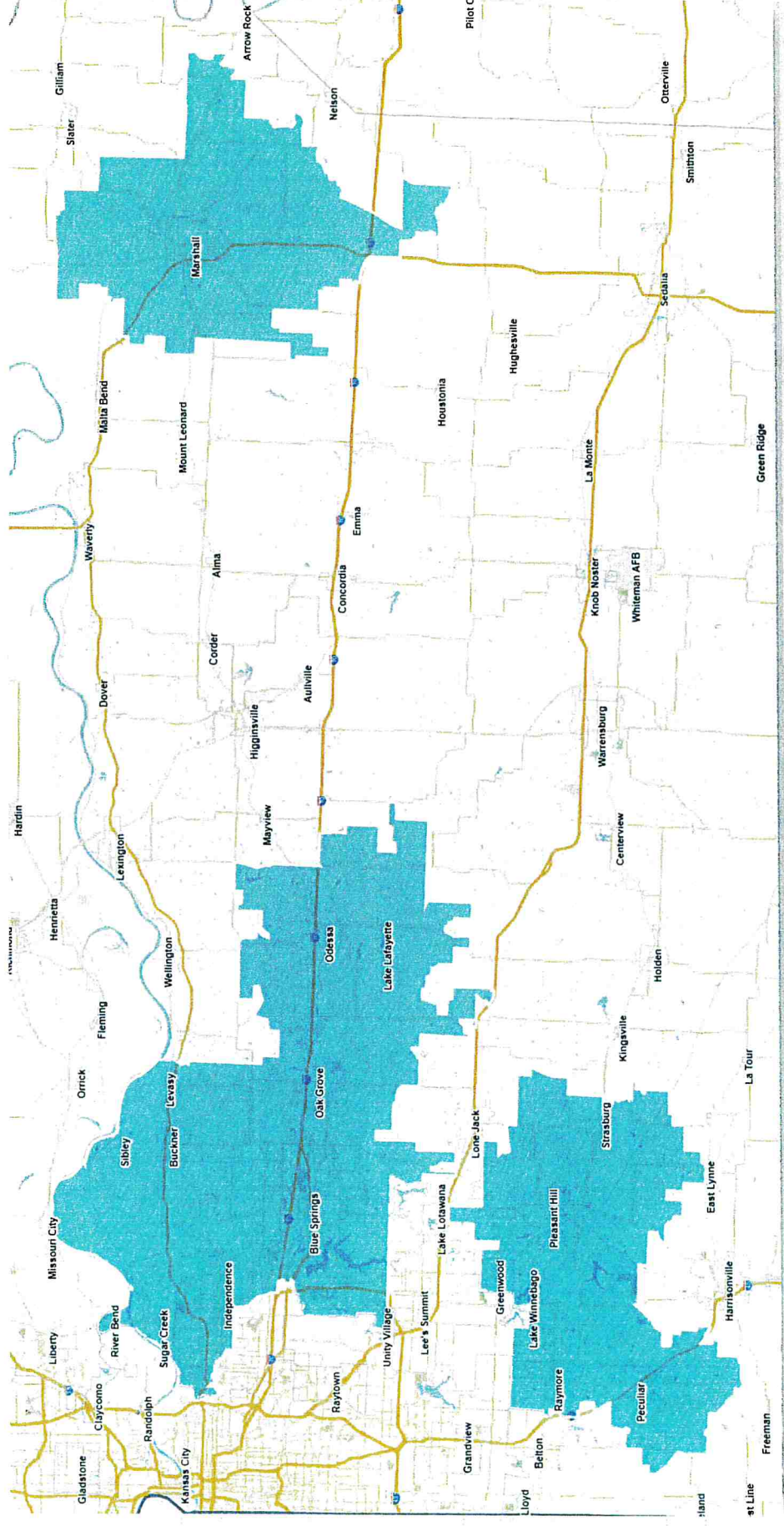
Spectrum  
REACH



# Central Zone – Charter/AT&T – 5961/1446



# East Zone – Comcast/AT&T – 5963/1447



ATT Zone not included – not buying Marshall, Pleasant Hill zone 1447



# 2022 Campaign Investment Summary



## Linear Zones

10/10/22



East Zone  
Central Zone  
AT&T Central

## Demographic



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Outdoor Enthusiasts

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APPROVED AS TO FORM

Charter DBA Spectrum Reach  
Taylor Rubin  
9225 Indian Creek Parkway, Suite 500  
Overland Park, KS 66210  
Taylor.Rubin@charter.com  
816-222-5875

COUNTY COUNSELOR

MARY JO SPINO  
Clerk of the County Legislature

Client Name

Date

Jackson County, Mo

06/23/2022

Total: \$19,001.20

Spectrum  
REACH



cancellation times are necessarily required, including without limitation Advertisements involving VOD, overlay creation or approval, or Advertisements to be distributed on any website or over the internet (collectively, "Internet Advertisements") or Advertisements to be distributed to any device via IPTV ("IPTV Advertisements"), may be canceled by Client upon delivery of such advance written notice (which may be 60 days or longer) as Spectrum Reach may determine is reasonably necessary under the circumstances taking into account applicable advertising campaign, distribution system or device requirements.

(d) Spectrum Reach may, without liability to Client, terminate this Agreement or stop or suspend distribution of any Advertisement at any time for any reason. No such termination or suspension by Spectrum Reach will relieve Client of Client's obligations to timely pay to Spectrum Reach in full all amounts due under this Agreement. Upon any such termination or suspension, all amounts owed to Spectrum Reach under this Agreement will be immediately due and payable, including but not limited to any fees previously waived by Spectrum Reach.

(e) If Client cancels all or any portion of this Agreement or any Order, all discounts are void and rates on Spectrum Reach's then current rate card will apply. Upon cancellation, all then outstanding and unpaid amounts attributable to distribution of Client's Advertisements will be immediately due and payable by Client. In addition, Client will pay all non-recoverable out-of-pocket expenses incurred by Spectrum Reach in connection with any related promotion, contest, sponsorship, sweepstakes or other service provided to Client in connection herewith.

(f) If Client cancels any special promotion, contest, sponsorship, sweepstakes or other service provided to Client by Spectrum Reach then, at Spectrum Reach's sole discretion, any related discounts for Advertisements will be void and rates on Spectrum Reach's then current rate card will apply.

### **3. EFFECT OF BREACH**

(a) If Client materially breaches this Agreement, including without limitation a failure to pay any sum when due then, in addition to its other termination rights as set forth in this Agreement, Spectrum Reach may terminate this Agreement immediately upon notice (which may be either written or verbal) to Client and may, without liability, cease distributing Advertisements, provided that any such termination will not in any way release any party from its obligation to pay in full all amounts due under this Agreement. Upon any such termination, all unpaid amounts due to Spectrum Reach under this Agreement will become immediately due and payable.

(b) If Spectrum Reach materially breaches this Agreement, then Client may cancel this Agreement upon written notice to Spectrum Reach, unless Spectrum Reach has cured or is diligently proceeding to cure such breach.

### **4. RATES AND CHARGES**

(a) Rates for any Advertisement purchased by Client will be as set forth on the applicable Order (plus any applicable taxes, franchise fees, and/or other assessments by any governmental authority), provided that if no rate is set forth thereon, the applicable rate will be as set forth on Spectrum Reach's rate card then in effect at the time of Spectrum Reach's acceptance of the applicable Order. Spectrum Reach reserves the right to increase rates at any time without prior notice; provided that with respect to any Order accepted by Spectrum Reach prior to any such rate increase, such increase will not be applied to Advertisements distributed under such Order until 45 days after written notice to Client of such increase.

(b) With Spectrum Reach's prior written approval, Advertisements of a parent and/or subsidiary of Client (or, if applicable, the person or entity on whose behalf Client is acting), scheduled to be distributed within 13 weeks from the date of the first distribution of an Advertisement, or from the start of a pre-determined contract year, may be combined for discounts.

(c) Client will pay all expenses related to the delivery of Advertisements and/or scheduling instructions to Spectrum Reach. Neither Spectrum Reach nor any Spectrum Reach affiliated, owned and/or represented video content distribution system ("System") will accept or process mail, correspondence, or telephone calls in connection with the distribution of any Advertisement under this Agreement, except as otherwise expressly agreed in writing by Spectrum Reach and at the sole risk of Client and subject to payment or reimbursement by Client of all expenses incurred by Spectrum Reach or any System in connection therewith.

### **5. AD CONTENT**

(a) Client hereby grants to Spectrum Reach a worldwide, non-exclusive, limited, sublicensable right to distribute, reproduce, copy, reformat, digitize, adapt, compress, transcode, display, perform and technologically manipulate any Advertisement on or via:

(i) Systems,

(ii) any devices to which such Advertisements may be distributed via IPTV,

(iii) any internet websites or applications on which such Advertisements are scheduled to be distributed, or



(B) WITHIN ADVERTISEMENT (before each potentially objectionable scene): "The following segment of the advertisement contains scenes of [description of nature of scene] and may not be suitable for children under 17. Parental discretion is advised."; or

(C) CLOSE: "The preceding advertisement was produced by an independent producer, and does not necessarily reflect the views of Charter Communications or its employees, officers or directors."

(i) Spectrum Reach will not be liable for any loss, erasure damage, or any other destruction to any Ad Content delivered by or on behalf of Client or, even if accepted by Spectrum Reach, any telephone, mail, facsimile, or other communications from any third party relating to any Advertisements.

#### **6. DISTRIBUTION ISSUES; SUBSTITUTIONS**

(a) If, for any reason, all or any portion of any System Advertisement is not distributed at the scheduled time, Spectrum Reach may provide a "make good" in the form of, at its option, (i) distribution of such Advertisement at a subsequent time in the same or a comparable manner or class of air time or (ii) a corresponding credit for subsequent Advertisement distribution.

(b) Spectrum Reach may cease distribution of Internet Advertisements if the total number of impressions for a specified display period is reached prior to the end of the scheduled display stop date. If there is a shortfall in delivery of Internet Advertisement impressions of more than 10% at the end of any specified period, Spectrum Reach may provide, as Client's sole remedy, "make good" impressions through the same or a comparable manner or class of placements, to be delivered no later than 60 days following the applicable scheduled display stop date.

(c) Spectrum Reach will have the right to substitute for any Advertisement any programming which in Spectrum Reach's sole discretion is deemed to be (i) of greater local or national interest or importance, including without limitation sporting events, or (ii) necessary for Spectrum Reach to distribute in order to comply with its agreements with programming suppliers. Spectrum Reach will notify Client in advance or within a reasonable time after any such substitution, and Section 6(a) will apply.

(d) Advertisements scheduled in programs following events (such as feature films, sports or special programming of any kind), which run beyond their normally scheduled time, or Advertisements scheduled in programs which are interrupted for any reason, will be

automatically rescheduled within the delayed or interrupted program without prior notice to Client and will be billed at the rate as if the event had concluded at its normal time or there had been no interruption.

(e) With respect to the distribution of any Advertisement as part of VOD programming or using a System's VOD platform, or using IPTV, or Advertisements consisting of non-traditional or "advanced" advertising of any kind, Client acknowledges that other content, tools or information provided by Spectrum Reach or third parties may appear on the screen over or with such Advertisement or Ad Content including, without limitation, (i) navigational content appearing during processes such as program selection, ordering and playback, (ii) applicable privacy and/or consent notices, and/or (iii) any content, tools or information that viewers could cause to be displayed. Spectrum Reach, its affiliates or agents may copy and store Advertisements during the distribution term as Spectrum Reach may deem appropriate under the circumstances in order to optimize performance and distribution on the Systems.

(f) Except as otherwise expressly agreed by Spectrum Reach in writing, Client's purchase of advertising time for System Advertisements may not include distribution of such Advertisement via IPTV. Furthermore, Client's purchase of advertising time on a network may, but does not necessarily, include the purchase of advertising time on duplicate or alternative feeds of such network (including without limitation standard definition versions or other feeds offered on alternate channel locations, advertising time distributed on a time-shifted basis, or advertising distributed over the internet or using IPTV).

(g) Spectrum Reach makes no representations or warranties to Client with respect to the distribution schedules for System Advertisements that are distributed in standard definition feeds or using IPTV. Any verifications of performance delivered by Spectrum Reach under this Agreement will apply only to System Advertisement schedules that run in high definition feeds. If a standard definition feed is not simulcast with the corresponding high definition feed, then System Advertisements will not run at the same time in both feeds. Client acknowledges and agrees that regardless of whether or not a standard definition feed is simulcast with the corresponding high definition feed, System Advertisements distributed in standard definition feeds often are not able to be distributed in the same advertising zones as the corresponding Advertisements in the high definition feed. Except as otherwise agreed by Spectrum Reach in writing, distribution of System Advertisements in the high definition feed as ordered by Client will satisfy Spectrum Reach's obligations under this Agreement.



(e) With respect to Internet Advertisements, an order or campaign will be deemed fulfilled and fully delivered if at least 90% of the ordered impressions were delivered.

(f) With respect to IPTV Advertisements, an order or campaign will be deemed fulfilled and fully delivered if Spectrum Reach's internal logs reflect that Client's Advertisements were included in the applicable video feed at the designated point of measurement, as reasonably determined by Spectrum Reach.

#### **9. SCREEN VIEW AND INTERNET ISSUES**

(a) The organization, format, structure or "look and feel" of any internet website, microsite, IPTV display, VOD navigation path or screen view used for distribution of Advertisements will vary by System location and/or hardware configuration. Spectrum Reach reserves the right to redesign or modify at any time without notice any or all of the organization, format, structure or "look and feel" of any internet website, microsite, IPTV display, VOD navigation path or screen view used for distribution of Advertisements. In the event such modifications affect the placement of an Advertisement, Spectrum Reach will attempt to notify Client and work with Client to display the advertisement in a comparable manner.

(b) In addition, Internet Advertisements, IPTV Advertisements, including but not limited to banners and overlays, and VOD or Viewer selected Advertisements are subject to, and Spectrum Reach will have no liability for, any website, network or platform downtime (regardless of cause), including without limitation downtime caused by (i) server failures or downtime, (ii) the telecommunications and/or network related equipment of Spectrum Reach or its internet or other service providers, or (iii) the construction, installation, repair, maintenance, presence, use or removal of systems or equipment connected to or comprising the network or Spectrum Reach's internet service or the applicable website.

(c) Except as otherwise agreed by Spectrum Reach in writing, (i) placement and/or positioning of Internet Advertisements on any applicable websites will be at the sole discretion of Spectrum Reach, and (ii) placement and/or positioning of IPTV Advertisements on any applicable device also will be at the sole discretion of Spectrum Reach.

(d) Client acknowledges and agrees that if a third party ad server is used to distribute an Internet Advertisement, Spectrum Reach cannot control or guarantee the identity of the internet websites that will be used to distribute such Internet Advertisement. Client further acknowledges and agrees that Spectrum Reach cannot control or guarantee the identity or nature of any end user or viewer of any Internet Advertisement, and

will have no liability to Client for any impressions or views generated by non-human or automated traffic (including, without limitation, bot traffic).

(e) All Internet and/or IPTV Advertisement materials will comply with Spectrum Reach's applicable technical requirements. All programming codes and computer files are the property of Spectrum Reach.

#### **10. ADDITIONAL TERMS**

(a) Client agrees that any production services provided to it by or on behalf of Spectrum Reach will also be subject to Appendix A located at this link.

(b) Client agrees that the distribution of Internet Advertisements, other than (i) Internet Advertisements as part of a Search Campaign or otherwise distributed in Search Inventory (in each case as defined in Appendix C), or (ii) Internet Advertisements distributed in ATT Inventory (as defined in Appendix D) will also be subject to Appendix B located at this link.

(c) Client agrees that the distribution of Internet Advertisements as part of a Search Campaign or otherwise distributed in Search Inventory will also be subject to Appendix C located at this link.

(d) Client agrees that the distribution of Advertisements in ATT Inventory will also be subject to Appendix D located at this link.

(e) Appendices A, B, C and D are, collectively, referred to herein as the "Additional Terms" and are incorporated into, and made a part of, this Agreement by this reference. In the event of a conflict between this Agreement and any of the Additional Terms, this Agreement will prevail.

#### **11. DELIVERABLE AND FULFILLMENT RELATED ISSUES**

(a) To the extent that any of Client's Advertisements as ordered contemplate delivery of any other services or materials to end users or System subscribers, then additional and separate fees, charges and Ad Content delivery and other requirements may apply. Except as otherwise agreed by Spectrum Reach in writing, Spectrum Reach will not be liable to Client under any circumstances for under or over delivery of any such other services or materials to end users or System subscribers.

(b) Further, if Spectrum Reach, in its sole discretion, agrees in writing that any of Client's Advertisements as ordered may include delivery of services or materials to end users or System subscribers by a third party fulfillment house engaged by or on Client's behalf (a "Client Fulfillment House"), Spectrum Reach will make available to such Client Fulfillment House such Subscriber Information (as



(iii) any breach by any Client Fulfillment House of any applicable Client Fulfillment House Agreement, (iv) the performance of any services or delivery of any materials by any Client Fulfillment House on Client's behalf, pursuant to any Client Fulfillment House Agreement or otherwise, or (v) any Internet Advertisement provided by or on behalf of Client that contains links to third party websites, or otherwise results in end user exposure to any virus, worm or "Trojan Horse" or other contaminating or destructive features, materials or information. Each Indemnified Party will have the right, but not the obligation, to employ separate counsel and to participate in the defense or settlement of any such Claim. Client will not acquiesce to any judgment or enter into any settlement, either of which imposes any obligation or liability on any Indemnified Party, without such Indemnified Party's prior written consent.

**(b) IN NO EVENT WILL SPECTRUM REACH OR ITS AFFILIATES OR THIRD PARTY PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA, BUSINESS PROFITS, BUSINESS INTERRUPTION, AND GOODWILL, AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES) ARISING OUT OF THIS AGREEMENT OR BE SUBJECT TO EQUITABLE REMEDIES OR INJUNCTIVE RELIEF.**

(c) Notwithstanding anything in this Agreement to the contrary, the sole remedies available to Client for any claims arising out of (i) the negotiation, performance or breach of this Agreement by Spectrum Reach or any System, or (ii) the distribution by Spectrum Reach or any System of any Advertisement or Ad Content provided by or on behalf of Client, will be, at Spectrum Reach's sole discretion, (Y) substitute distribution of such Advertisement, Ad Content or related material at a subsequent time in the same or a comparable manner or class of air time, or (Z) a corresponding credit for subsequent distribution of Advertisements on the applicable Spectrum Reach Systems, platform or sites.

(d) Spectrum Reach will have the right to offset against any payment obligations due to Client any amounts owed to Spectrum Reach under this Agreement or any other agreement or arrangement, including any amounts owed for services, expenses to cover failures to perform or remediate, mitigate or in settlement of any claims or damages. Such amounts will be offset and thereby reduce the amount payable by Spectrum Reach to Client.

#### 14. REPRESENTATIONS AND WARRANTIES

(a) If Client is an agency or time-buying service acting on behalf of an advertiser and/or agency (or both, as the case may be), then Client hereby represents, warrants and covenants that it has the authority from such advertiser and/or agency (or both, as the case may be) to enter into this Agreement and to otherwise act as agent for such advertiser and/or agency (or both, as the case may be) for all purposes hereof.

(b) Client further represents, warrants and covenants that with respect to all Advertisements and Ad Content placed by or on its behalf for distribution under this Agreement, including without limitation on any System, using IPTV or over the internet: (i) it has secured all rights, licenses, releases and consents required in connection with such distribution on the Systems or via such other distribution method or platform, including without limitation copyright performance and music synchronization rights (including without limitation through to the viewer music performance rights) with regard to all Advertisement materials, including without limitation video, audio, script, talent and other materials; (ii) the Advertisements are truthful and not misleading and Client has a reasonable basis for all claims made within the Advertisements and possesses appropriate documentation to substantiate such claims; (iii) no Advertisements are or will be illegal, libelous, slanderous or defamatory; (iv) all Advertisements will be appropriate for family viewing under local community standards; (v) no Advertisement violates any applicable federal or state law, statute or regulation; (vi) no Internet Advertisement contains any virus, trap, time bomb, bot or other software routine or computer instructions that could modify, destroy, transmit, disable or otherwise damage or permit unauthorized access to or transmissions from or of end user or Spectrum Reach computer systems, software or data; (vii) no Ad Content infringes or will infringe the rights of any person, including without limitation IP Rights; (viii) any collection or use of data arising from or in connection with any Advertisement is done in compliance with Client's privacy policy and all applicable federal and state laws, statutes and regulations; and (ix) all Advertisements comply with all network, carrier and Spectrum Reach guidelines.

(c) Without limiting any other right or remedy that Spectrum Reach may have under this Agreement, at law or in equity, and in addition to its other termination rights as set forth in this Agreement, Spectrum Reach may terminate this Agreement and/or immediately cease distribution of any Advertisement if any of the foregoing representations are breached or if Spectrum Reach has substantial reason to believe such representations have been breached.

*"All of the Client's obligations of this paragraph 15 are subject to the requirements of the Missouri Open Records Act, chapter 610 RSMo."*

**COMPRISING THE NETWORK OR SPECTRUM REACH'S INTERNET SERVICE OR THE APPLICABLE WEBSITE(S).**

**15. CONFIDENTIAL INFORMATION**

(a) Client agrees that (i) it will keep all Confidential Information received or obtained from Spectrum Reach in connection with any Advertisement distributed under this Agreement, whether on a System or otherwise, completely confidential and will not disclose any such Confidential Information to any third party, even on an anonymized, combined or aggregated basis, unless such disclosure is specifically authorized by Spectrum Reach in writing, and (ii) it will not use such Confidential Information for any purpose other than its performance of this Agreement. Confidential Information of Spectrum Reach received by Client under this Agreement will not be disclosed to any individual serving as an employee of, or as consultant, advisor or independent contractor to Client, unless such individual has a need to know such information within the scope and performance of such individual's ordinary course job responsibilities.

(b) "Confidential Information" of Spectrum Reach will include all information or material that a reasonable person would consider to be confidential under the circumstances, regardless of whether such information or material is actually marked "Confidential." Spectrum Reach's Confidential Information will include, but will not be limited to, the financial terms of this Agreement and the rates to be paid by Client under this Agreement, Subscriber Information (as defined in Section 15(e)), Fulfillment Information, and all Advertisement Data. Confidential Information will not include any information that (i) at the time of disclosure or thereafter is generally available to the public (other than as a result of a wrongful disclosure directly or indirectly by Client or its representatives), (ii) was or becomes available to Client from a source other than Spectrum Reach, provided that such source is not directly or indirectly bound by an obligation of confidentiality to Spectrum Reach, or (iii) is independently developed by Client without violating any of its obligations under this Agreement.

(c) Client will exercise the same degree of care to protect Spectrum Reach's Confidential Information as Client exercises with respect to Client's own confidential information of a similar nature, which will in no event be less than reasonable care. Client also will use and maintain appropriate security measures to protect Spectrum Reach's Confidential Information, which are at least as stringent as those measure Client uses to protect its own confidential information of a similar nature. Without limiting the foregoing, Client will maintain and secure any of Spectrum Reach's Confidential Information in electronic data format using

security measures that meet or exceed the ISO/IEC 27002 information security controls standard.

(d) Notwithstanding the foregoing, (i) if Client is an agency or time-buying service acting on behalf of an advertiser and/or agency (or both, as the case may be), then Client may disclose Confidential Information to such advertiser and/or agency on a need-to-know basis and such advertiser and/or agency also will be subject to all of the requirements of this Section 15 with respect to the Confidential Information so disclosed; and (ii) Client may use and disclose Confidential Information (A) once it has become publicly disclosed (other than by Client in breach of its obligations under this Agreement), and (B) to the extent that Client may be compelled by applicable law to do so and is so advised by legal counsel.

(e) For purposes of this Agreement, "Subscriber Information" will include, without limitation, name, address, telephone numbers, social security numbers, PIN number, credit card or bank account numbers, email addresses, billing addresses, Media Access Control (MAC) addresses, Internet Protocol (IP) addresses or any other information that specifically mentions or refers to a Spectrum Reach subscriber or constitutes personally identifiable subscriber information. To the extent that Client receives Subscriber Information from or about any internet website, IPTV or VOD advertising users or System subscribers (collectively, "Spectrum Reach Customers"), Client acknowledges and agrees that (a) it will use such Subscriber Information only for the express purpose of a one-time solicitation with respect to the specific product or service that was originally advertised in the Advertisement that generated such Subscriber Information (the "Advertised Product"), (b) it will purge the Subscriber Information from its or any third parties customer list, mailing list or similar customer database after the use of such Subscriber Information pursuant to clause (a) above, (c) without the express written permission of Spectrum Reach, it will not contact any Spectrum Reach Customers through any means of communication including, without limitation, by telephone or email or make any solicitations through any means of communications, including but not limited to telephone or email solicitations of the Advertised Product or any other product to any Spectrum Reach Customers, and (d) it will not use such Subscriber Information for any purpose other than that set forth in clause (a) above, including without limitation (i) offering, soliciting or contacting Spectrum Reach Customers with respect to products or services other than the Advertised Product, (ii) including the Subscriber Information on any Client or third party mailing list after the initial direct mail solicitation permitted in clause (a) above, (iii) offering, soliciting or contacting Spectrum Reach Customers using methods other than direct mailings, including without limitation



apply to all current and future Orders placed by or on behalf of Client, and to all future SOWs entered into between the parties.

(h) All questions with respect to the formation and construction of this Agreement, and the rights and obligations of the Parties hereto, will be governed by and determined in accordance with the laws of the State of New York applicable to agreements entered into and performed entirely within the State of New York, without giving effect to the choice or conflicts of law provisions thereof.

(i) Any discrepancy, dispute or disagreement by Client with respect to any distribution or other service provided, or amount charged, under this Agreement must be reported to Spectrum Reach in writing within 30 days from the later of (i) the last scheduled distribution date, and (ii) the invoice date. Time is of the essence hereof and any failure by Client to so notify Spectrum Reach will constitute a waiver by Client of any and all claims or causes of action arising therefrom or related thereto.

(j) Either (i) Client's signature below, (ii) delivery to Spectrum Reach or any System of any Advertisement, Ad Content or other materials by or on behalf of Client for distribution under this Agreement, or (iii) the parties' execution of a written SOW, will constitute Client's acceptance of these Terms and Conditions.

(k) Sections 13, 15, 16 and 18 and this Section 17 will survive any cancellation or termination of this Agreement.

(l) Except as set forth in Section 18, all notices required or permitted under this Agreement will be delivered in writing via certified mail (return receipt requested) or nationally recognized overnight courier to:

If to Spectrum Reach, to:

The Spectrum Reach sales office that handles Client's account.

With a copy to:

Charter Communications Operating, LLC  
400 Atlantic Street  
Stamford, CT 06901  
Attn: Benjamin Shin, VP, Assoc. GC

If to Client, to:

Client's address set forth on the applicable Order or SOW.

Either party may change its address for notice by providing the other party notice of such change in compliance with this provision.

(m) Neither party will be liable to the other for any failure or delay in fulfilling an obligation hereunder, if

said failure or delay is attributable to unforeseen circumstances or circumstances beyond its reasonable control, including, but not limited to, any fire, power failure, labor dispute or strike, government measure, riot, insurrection, terrorism, flood, storm explosions, earthquake, act of God or war, power failure, third party connection or utilities outage, Internet or other network disruption or latency, or interruption or failure of ISP or carrier lines (each, "Force Majeure Event"); provided that no Force Majeure Event will excuse any payment obligation of any party hereunder.

(n) The parties agree that the terms of this Agreement and the parties' respective performance of obligations hereunder are not intended to benefit any person or entity not a party to this Agreement, that the consideration provided by each party under this Agreement only runs to the respective parties hereto, and that no person or entity not a party to this Agreement shall have any rights hereunder nor the right to require the performance hereunder by either of the respective parties hereto.

(o) If any provision in this Agreement (or any portion thereof) or the applications of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such provision(s) (or portions) shall be severed from this Agreement and the invalidity, illegality or unenforceability thereof shall not affect any other provision of this Agreement, and this Agreement as modified after severing such language shall remain in force and effect.

(p) The headings of Sections of this Agreement are included solely for convenience of reference and are not to be used to interpret, construe, define, or describe the scope of any aspect of this Agreement. Each party represents that it has had the opportunity to participate in the preparation of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in connection with the construction or interpretation of this Agreement.

#### ~~18. ARBITRATION~~

~~(a) The following provisions are important with respect to this Agreement regarding the services hereunder. PLEASE READ THEM CAREFULLY TO ENSURE THAT CLIENT UNDERSTANDS EACH PROVISION. This Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to Client in the event of a dispute.~~

~~(b) Subject to the "Right to Opt Out" and "Exclusions" paragraphs below, the parties agree to arbitrate disputes and claims arising out of or relating to this Agreement, the services hereunder or marketing of~~

purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it will be severed from this Agreement, rendered null and void and of no further effect without affecting the rest of these arbitration provisions.

(g) **EXCLUSIONS. NOTWITHSTANDING THE FOREGOING, THE FOLLOWING CLAIMS OR DISPUTES WILL NOT BE SUBJECT TO ARBITRATION:**

i. **ANY INDIVIDUAL ACTION BROUGHT BY EITHER PARTY ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS.**

ii. **ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.**

iii. **ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.**





R. 20996

### REVENUE CERTIFICATE

There is a balance otherwise unencountered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation of \$19,002.00 which is hereby authorized.

Date

6-23-2088



Director of Finance and Purchasing  
Account No. 003-1601-56210

PC 160122003 000 ML