

Intersection Media, LLC TERMS AND CONDITIONS OF ADVERTISING

For purposes of OOH advertising sold by Intersection Media, LLC (the "Company"), these Terms and Conditions also apply. References to "Agency" and "Advertiser" herein are the same as in Advertiser's Terms of Use.

1. Relationship of the Parties. Agency is acting as agent for a disclosed principal, the Advertiser ("Advertiser").

- (a). Agency will be liable for the payment of sums due hereunder and Company will look solely to Agency for the payment thereof, unless and until Agency becomes delinquent in its payments to Company, or insolvent, at which time, without relieving the Agency of liability until Company is paid in full, Advertiser will be liable jointly and severally to Company on all unpaid billings (excluding advertising Agency commissions).
- (b). Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for, breach of its obligations hereunder.
- (c). In consideration of the services performed by Agency hereunder, a commission not to exceed 15% will be allowed to Agency on contracts billed on a gross basis, (excluding special charges), provided Company's bills are paid when due.
- (d). Agency may not assign this contract except to another Agency which succeeds to its business of representing Advertiser and provided the successor Agency assumes all of Agency's obligations hereunder. Advertiser may, upon notice to Company, change its Agency and the successor Agency will be entitled to commissions on billings for services thereafter performed by Company hereunder.
- (e). If this contract is with a media buying service, all references herein to Agency will apply to the media buying service. If this contract is made directly with Advertiser, reference herein to Agency will apply to Advertiser except that in such case, no commission will be allowed or payable.

2. The Advertiser agrees to furnish sufficient supply of advertising copy in the form and type specified by the Company. Advertising copy shall be produced in accordance with the exact specifications, at Advertiser's sole cost and expense. Advertiser shall deliver same (at its cost) to the Company or to service points designated by the Company, at least ten (10) business days before the installation date, without expense to the Company or loss of service may occur. If copy is not so received, Company may, at its option, leave such space vacant or post alternative copy in the space and Advertiser agrees to pay for such space. No nudity, pornographic, profane or obscene copy shall be permitted. The character, design, text and illustrations on advertising copy and the material used shall be subject to approval by the Company and also by each respective location owner, transit company or authority involved ("Transit Authority" or "Authority" or "Location Owner"), and their decision as to acceptability shall be final and without any liability whatsoever to the Company, Location Owner, Transit Authority or Authority. In the event copy is rejected, advertiser/Agency shall be responsible for providing an acceptable replacement. Company or its affiliates shall be permitted to install Company identification imprints on all displays

3. Unless otherwise specified on the face hereof, service charges will be made for all changes in display material after initial placement of showing required under this Contract.

4. Loss of service due to failure of the Advertiser to furnish copy, cards or posters as provided above for installation on the start date stated on the Contract Cover Sheet shall be borne by the Advertiser. Other delays in commencing service in or on any of the lines Contracted for, or the omission of cards or posters from a reasonable number of vehicles or locations, shall not constitute a breach of this Contract, but the Advertiser shall be entitled upon either of such happenings to a pro rata credit, or, at the option of the Company, to additional service or an extension of the term of the service equivalent to the delay or omission.

5. In the event that copy is required to be illuminated and as a result of force majeure, labor dispute, law, government action or order, or similar causes beyond the Company's reasonable control, Company is unable to provide said illumination, Agency will only receive an extension of service or additional service equivalent in value to the value of lost circulation, but not to exceed 25% of the total price for the period illumination was not provided.

6. Should the Advertiser's copy be damaged, defaced or spoiled by reason of storm, flood, strike, vandalism, ordinary wear and tear, or any other cause, or if lost or stolen, replacement copy shall be furnished by the Advertiser, upon the Company's request, without liability or expense to the Company. Company is hereby authorized to remove and to leave vacant or to use substitute copy for any display material which may be defaced, damaged or otherwise become deteriorated and for which Advertiser has failed to provide replacements, without liability or expense to Company. It is hereby agreed that non use of space arising from Advertiser's failure to provide such replacement will not relieve Advertiser from obligation to pay for such space.

7. Advertiser shall indemnify, defend and save harmless the Company and each respective Transit Authority, Authority and Location Owner concerned against any liability to which they may be subjected by reason of the advertising material displayed under the Contract, including, but not limited to, liability for infringement of trademarks, trade names, copyrights, invasion of rights of privacy, defamation, illegal competition or trade practices, as well as all reasonable costs, including attorney's fees and expenses, in defending any such action or actions.

8. The Advertiser agrees that if the Company shall cease to have the right to display advertising copy in or on any or all of the vehicles or locations covered by this Contract, the Company shall have the right to discontinue the service in such vehicles or locations, without prejudice to the Contract as to the remainder, but in such case the Advertiser shall be given a pro rata credit for the omitted service or, at the discretion of the Company, Company will offer Agency/Advertiser a location of approximately equal advertising value, which location will be subject to the prompt, reasonable approval of Agency/Advertiser, which approval shall not be unreasonably withheld, delayed or conditioned. In the event that Agency/advertiser approves the location, the term of this Contract will be extended after the stated expiration date of this Contract for a period equal to the time during which Advertiser copy was not on display

9. Loss of service due to force majeure, labor dispute, law, government action or order, strike, lockout, fire, riot or other causes beyond the control of the Company shall not constitute a breach of the Contract, but in such event Advertiser may be entitled to a pro rata credit for such loss, or an extension of the term of service equivalent to the service lost, as available and at the option of the Company.

10. In the event any Transit Authority, Authority, Location Owner or its representatives shall disapprove any advertisement, or in the event of adverse publicity of any nature resulting from the presence of any copy, the Company shall have the right to remove said advertisement forthwith and the Advertiser shall receive a pro rata credit from the date of removal of such advertisement. The Company and Advertiser accept this Contract subject to all federal, state and municipal laws and regulations with respect to the advertising matter to be displayed. In the event such advertising becomes illegal or a request is received to terminate the advertising, the Company reserves the right to terminate same, but there shall be no short rate charge because of such termination. Company shall not be responsible for copy which has been removed at the request of the Transit Authority, Authority, Location Owner or its representatives or has been terminated as a matter of law.

11. The Agency and Advertiser agree to pay for the advertising service covered by this Contract and agree to be jointly and severally liable for payment thereof, including reasonable expenses for collection, attorney's fees and expenses and court costs. The Company reserves the right to cancel this Contract at any time upon default by the Advertiser in payment or other breach, or in the event of any material violation on the part of the Advertiser of any of the conditions herein named; and upon such cancellation, all payments for advertising done hereunder, including short term rates or other charges under this Contract, and unpaid, shall become immediately due and payable. Company at its option may elect not to terminate this Contract, but consider the entire balance of payments to be made under this Contract accelerated and immediately due and payable. Waiver by the Company of any specific breach or breaches of the Contract by the Advertiser shall not prejudice the rights of the Company hereunder with respect to any breach or breaches not specifically waived by the Company. In the event of any such breach or breaches, the Company shall be discharged from any obligation to further display the Advertiser's copy and in the event of such suit for the collection of unpaid accounts, all costs of the suit, including reasonable attorney's fees and expenses may be added to the monies owed. For purposes of this condition, reasonable attorney fees are deemed and accepted to be twenty five percent (25%) of the unpaid account. The Company shall hold the Agency and the Advertiser jointly and severally liable in the event of any default of payment. Should either of the Agency or the Advertiser become bankrupt or be delinquent in payment, Company may proceed hereunder against Advertiser and/or Agency, without relieving either party of its liabilities to Company.

12. Bills will be rendered monthly in advance dating from the start date of this Contract and Advertiser agrees to make payment net in advance upon receipt of bills. Any bill rendered to the Advertiser shall be conclusive as to the correctness of the items stated therein and shall constitute an account stated unless written objection is made thereto by the Advertiser within fifteen (15) days from the rendering thereof. This conclusive presumption shall apply to both the specifics of the showing and the dollar amount due. All rates and adjustments are computed on the basis of thirty (30) days to the month. Default shall be deemed to occur whenever any monthly bills shall be unpaid for thirty (30) days. Payments are subject to late payment charge of one and one half percent (1.5%) per month (18% per annum), or such lesser amount as permitted by law. Such charge will be added after thirty (30) days. Any Agency commissions which may be due shall be payable by the Advertiser. The Company shall have no liability to pay such commissions. Advertiser shall notify Company of any change in its named Agency. Unless otherwise specified on the face hereof, rate indicated in the Contract is not subject to advertising agency commission. Company will pay all applicable property taxes attributable to the ownership or control of the structures and Advertiser will be responsible for all other taxes in respect of the services provided under this contract, including without limitation, sales and use or outdoor advertising taxes which may be applicable to the advertising services rendered hereunder.

13. The Company shall not be held responsible for unused cards, posters, banners, or other copy not called for by the Advertiser within ten (10) days after expiration of the Contract. If no notice is given, the Company may dispose of such materials. The Company shall not be held liable for the return of any poster or banner used by it in a showing.

14. This Contract is not assignable by the Advertiser or Agency. This Contract is non cancellable unless otherwise noted.

15. Acceptance of this Contract is subject to credit check and approval by Company. Company, in its sole discretion, may extend or reject credit or at any time during the term hereof, withdraw credit. In such event, Company may require payment of the Contract amount be made in advance.

16. This Contract becomes effective when accepted by the Company at its office in New York City, and contains the full agreement of the parties, and no prior representation or assurance, verbal or written not contained herein, shall affect or alter the obligation of either party hereto. Advertiser grants Company permission to promote the Company's own business through the use of Advertiser's cards, posters or displays in any manner whatsoever.

17. As used in this Contract the term "Advertiser" shall include Advertising Agency, or any other agent or licensee of Advertiser, as well as the Advertiser.

18. Company is an equal opportunity employer.

19. In the event of legal action arising out of this Contract, including but not limited to claims for non payment, New York County, New York shall be the exclusive jurisdiction and venue for said action. This Contract and all claims arising hereunder shall be construed according to the laws of the State of New York.