

## **CBS INTERACTIVE**

### **SELF-SERVICE MEDIA PROGRAM AND BUYER AGREEMENT**

#### **1. Acceptance of Terms:**

CBS Interactive Inc. (“CBSi” or “we” or “us”) makes this CBS Interactive Self-Service Media Program (the “Program”) available to you (“you” or “Buyer”) under the terms and conditions of this CBS Interactive Self-Service Media Buyer Agreement (the “Agreement”). This Agreement is entered into by and between you, including without limitation, the entity you represent (if any) as set forth in your registered Program account, and CBSi. This Agreement supplements the CBSi Terms of Use (the “Terms of Use”) and applies to any Media Campaigns you submit through the Program. For the avoidance of doubt, the Program will be considered a Service as defined under the Terms of Use.

By submitting Media Campaigns through the Program, you are agreeing to this Agreement, the Terms of Use, the CBSi Privacy Policy (the “Privacy Policy”) and all other policies or notices posted by us through the Program or on our websites (collectively, the “CBSi Policies”). If you do not agree to the CBSi Policies, including this Agreement, please do not submit your Media Campaign through the Program. We reserve the right to change the CBSi Policies, including this Agreement. CBSi will notify you of any material modification. If any such modification is unacceptable to you, your sole recourse is to withdraw from the Program. Your continued participation in the Program following such modification shall constitute your binding acceptance of the change(s).

#### **2. Your Media Campaigns**

“Advertisements” mean any information, data, text, software, music, sound, photos, graphics, rich media, videos, messages, tags, interactive features, or any other materials used to promote a product or a service.

“Ad Landing Page” means the web page to which a user is transported after clicking on an Online Advertisement.

“Campaign Start Date” means the first date on which your Media Campaign is scheduled to run on a CBSi Property for a particular Order.

“Online Advertisements” mean Advertisements to be displayed through the Internet, including, without limitation, banners, buttons, boxes, towers, skyscrapers and any other standard IAB Units or non-standard units, text ads, brand wraps, skins, podcast ads, video ads, mobile ads and any other customized online advertisements.

“Order” means the insertion order you place through the Program that specifies the size and format of your Advertisements, the dates on which your Media Campaigns are to be run, the rate(s) that you will pay for the delivery of your Advertisements on CBSi Properties, and any other information necessary to facilitate the fulfillment of your Media Campaign.

“CBSi Property” means any media property of CBSi, including, without limitation any websites, television or radio programs, films, magazines, newspapers, video games, billboards, or other forms of communication.

“Media Campaign” means a package of promotions which will include Advertisements and other promotional elements that CBSi may offer through the Program.

You are solely responsible for any Advertisements purchased through your Program account, and the consequences of posting or publishing such Advertisements. You must submit your Advertisements in accordance with the fulfillment instructions and specifications set forth in the Order and CBSi’s Advertiser Acceptance Policy (available here: [http://www.cbsinteractive.com/advertise/advertiser\\_acceptance\\_policy.php?tag=main\\_wrap:sidebar](http://www.cbsinteractive.com/advertise/advertiser_acceptance_policy.php?tag=main_wrap:sidebar)), and any other advertising criteria and specifications, including any content limitations, technical specifications or other guidelines (collectively, the “CBSi Ad Requirements”). We reserve the right to reject any Advertisements that do not conform to the instructions and specifications set forth in the Order or the CBSi Ad Requirements. If we reject your Advertisements pursuant to this Section 2, we may either: (i) provide you with notice of rejection and an opportunity to cure the deficiencies respect to Your Advertisements; or (ii) cancel the Order in its entirety. We reserve the right to delete at any time any of your Advertisements that violate the CBSi Ad Requirements or we believe to be inappropriate for any reason. You are not entitled to any refund, credit, or payment if we delete any of your Advertisements which we believe violate the CBSi Ad Requirements and/or CBSi Policies, including this Agreement.

Once CBSi receives your Order, we will make commercially reasonable efforts to notify you within three (3) business days if your Order is approved. Until you receive confirmation that your Order is received and approved by CBSi, your Media Campaign will not commence. CBSi reserves the right to reject any Order for any reason at any time, including but not limited to if your Order falls under an excluded inventory category as determined in CBSi’s sole discretion and/or if your Media Campaign has already commenced.

### **3. Fees and Payment**

Once you submit an Order, in order to secure the inventory you have requested, you will be asked to pre-pay for placement of your Advertisements through the Program at a per-impression, per-click or other rate which is determined at the time you fund your Program account, and that the actual cost to you may vary based on the operation of your Media Campaign and the Program. CBSi cannot guarantee how long any pre-payment you make will last, as this depends on the level of advertising inventory in your Order. Thus, funds in your Program account may be spent sooner than you anticipated. Do not fund your Program account unless you are willing to spend that amount. In the event CBSi fails to fully or partially deliver the Advertisements set forth in your Order once you have pre-paid, CBSi will issue you a credit to your Program Account for the undelivered Advertisements.

If you are past due on any payment or payment cannot be collected, CBSi reserves the right not to display or to cease displaying your Advertisements through the Program; however, this does not relieve your obligation to pay any amounts due hereunder.

### **4. Method of Payment**

When you supply us with a payment method such as a credit card or bank account information (“Payment Method”), you authorize us to bill your Payment Method for any and all charges and fees, including recurring payments, you incur through the Program. You also authorize us to exchange information related to the transaction with the company issuing the Payment Method. The terms of your Payment Method are determined by the agreement(s) between you and your financial institution, not between CBSi and you. The types of Payment Methods that we accept and the timing of billing of fees are as described in the Program.

We may change the terms under which we will accept Payment Methods from time to time, but will provide you with the opportunity to discontinue using that Payment Method prior to the change. However, if you continue use of the same Payment Method following, your continued use shall constitute your binding acceptance of the change(s).

If we permit storage of Payment Method information, the following applies: (i) you agree to keep your Payment Method information on file with us current, and also authorize us to update your Payment Method information with data we obtain from your financial institution, the issuer of your credit card or from MasterCard, Visa or American Express; and (ii) you authorize us to retain your Payment Method information until such time as you revoke this authorization in accordance with procedures prescribed by us. Any revocation by you of this authorization shall become effective when all charges and fees associated with your use of the Service have been fully satisfied. Your revocation of authorization has no effect on your liability for charges and fees that you have incurred in connection with the Service prior to such revocation.

## **5. Reports; Under-Delivery**

Promptly after the Campaign Start Date, CBSi will make available to you reports that: (i) confirm that your Advertisements have begun to run in accordance with the terms of the applicable Order; and (ii) for Online Advertisements, detail fulfillment of the terms of the applicable Order based on CBSi's ad serving and tracking technology, which shall govern the calculation of fees payable under each Order (collectively, the "Reports").

## **6. Advertising Agencies and other Representatives**

If you are an advertising agency, reseller, outsourced marketer or other entity representing an Advertiser ("Representative"), this section applies, and in such case, "you" and "your" means Representative, any affiliates of Representative who executes a Media Campaign or otherwise submits Advertisements through the Program on behalf of an Advertiser. "Advertiser" means an entity which is or will be enrolled in the Program by you.

You represent, warrant, and covenant that: (i) you are the authorized agent of the Advertiser and you have the legal authority to enter into this Agreement and the Terms of Use on behalf of the Advertiser, make all decisions, and take all actions relating to the Advertiser's Program account; (ii) by executing an Order, submitting Advertisements to the Program or otherwise enrolling an Advertiser in the Program, the Advertiser is also entering into this Agreement and the Terms of Use; (iii) you will not, without CBSi's prior written consent: (a) make any representation, guarantee, condition, or warranty concerning the Program, or that you are an affiliate or partner of CBSi, (b) make any commitments (e.g., guarantees as to placement of Advertisements) to an Advertiser or potential Advertiser, (c) negotiate any terms or conditions related to the Program which are inconsistent with this Agreement or the Terms of Use, or (d) engage in any telesales or telemarketing in connection with the Program; and (iv) you will perform your duties pursuant to this Agreement and the Terms of Use in a professional manner consistent with the requirements established by CBSi.

Upon our request, you will immediately deliver to us a copy of each agreement that designates you as the Advertiser's agent and authorizes you to act on the Advertiser's behalf in connection with the Program. If your relationship with an Advertiser terminates, you agrees that the Advertiser may continue to use the Program and obtain information related to Media Campaigns run on its behalf, including account and performance history, and that you shall no longer have access to such Advertiser's Program account.

Without limiting any other provision of this Agreement, Representative and each Advertiser shall be jointly and severally liable for all payment obligations under this Agreement and the Terms of Use.

## **7. Fraudulent Activity**

You acknowledge that while CBSi will take reasonable efforts to credit your account if it discovers any fraudulent activity (such as click-fraud), CBSi is not able to determine with certainty in all cases whether fraud has occurred. If you suspect that your Advertisements have been subject to any such fraudulent activity, please notify CBSi. However, CBSi shall not be liable for any fraudulent activity of any third party and you are not entitled to refunds, credits, or make-goods except as determined in CBSi's sole discretion. You agree that CBSi shall have no liability related to fraudulent activity of third parties.

## **8. Intellectual Property Rights in Your Advertisements**

By submitting Advertisements through the Program, you are making a guarantee to us that you either own all the Advertisements or you have the right to display the Advertisements. Furthermore, you are guaranteeing that you have the right to allow us to make your Advertisements available for others to view and use as part of the Program without requiring that any such use be subject to additional obligations or terms. If you do not have these rights, do not submit the Advertisements. By submitting your Advertisements, you grant us a worldwide, non-exclusive, royalty-free, fully-paid and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform your Advertisements in connection with the Program, in any media formats or in tangible form and through any media channels now known or hereinafter developed.

## **9. Use of Your Name and Logo**

You agree that we may use your name and logo(s) in the Program and in CBSi's marketing and other materials for the purposes of promoting the Program and identifying you as a user of the Program.

## **10. No Resale or Syndication**

We are making the Program available to you for your use only. You may not (and you agree not to) use, copy, distribute, transmit, broadcast, sell, or do anything else with the Program for any other purpose.

## **11. Advertisements You Share become Public**

You understand that once you post your Advertisements, your Advertisements will become public once your Order is approved by CBSi. We are not responsible for keeping any of your Advertisements confidential. So, if you don't want the whole world to see it, please do not submit your Advertisement through the Program.

## **12. Proprietary Rights**

CBSi and its suppliers retain all right, title and interest (including all copyright, trade secret, patent and other rights) in and to the Program and content which is included in the Program (other than your Advertisements). You agree not to disable, interfere, or try to get around any security features of the Program, preventing or restricting use or copying of any

Advertisements, or enforcing the limits on the use of the Program or the Advertisements delivered through the Program.

### **13. CBSi Confidential Information.**

Any code, documentation, technical information, or non-public information provided to you by CBSi (or its agents or licensors), performance information relating to the Program, payment amounts, and the terms of this Agreement shall be deemed "CBSi Confidential Information" without any marking or further designation. Except as expressly authorized herein, you will hold in confidence and not use or disclose any CBSi Confidential Information. You acknowledge that disclosure of CBSi Confidential Information would cause substantial harm to CBSi that could not be remedied by the payment of damages alone and therefore that upon any such disclosure by you, CBSi shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

### **14. Rights in Data**

You understand that in the operation of the Program, CBSi will collect information about users of the CBSi Properties. This includes users which click on or are presented with your Advertisements and who may be directed to the URLs you designate. You acknowledge that this data is the property of CBSi and CBSi may use this data for any purpose without notification or compensation to you.

### **15. Enforcement of Copyrights**

We respect the intellectual property rights of others. You may not use the Program to infringe a third party's copyright or other intellectual property right. If we find out that your Advertisements are infringing any third party intellectual property right, we will remove your Advertisements without notice, compensation, refund, or credit to you. Furthermore, we may also terminate your account if we decide that you are a repeat infringer. We consider a repeat infringer to be a user who (or user account which) has been notified of infringing activity more than twice or who has had Advertisements removed from the Program more than twice.

### **16. Indemnity**

You agree to defend, indemnify and hold harmless CBSi and its affiliates, suppliers, partners, officers, agents, and employees from and against any claim, demand, losses, damages or expenses (including reasonable attorney's fees) arising from any of your Advertisements, your use of the Program, your violation of this Agreement or the Terms of Use, or your violation of any third party intellectual property rights. Your indemnification obligation will survive the termination of this Agreement, the Terms of Use and your use of the Program.

### **17. Termination; Cancellation.**

Either party may terminate this Agreement (including all related Orders) if the other party: (a) fails to cure any material breach of this Agreement, an Order, or the Terms of Use within thirty (30) days after written notice of such breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days thereafter). Except as set forth in this Section 17, you cannot cancel an Order once your Order has been submitted through your Program account.

## **18. Force Majeure.**

Excluding payment obligations, neither party will be liable for delay or default in the performance of its obligations under this Agreement if such delay or default is caused by conditions beyond its reasonable control, including but not limited to fire, flood, accident, earthquakes, telecommunication failures, electrical outages, network failures, act of God, or labor disputes. To the extent that a force majeure has continued for five (5) business days, either party has the right to cancel the applicable Order.

## **19. Miscellaneous.**

You may not resell, assign or transfer any of your rights or obligations under this Agreement and any attempt to do so without CBSi's prior written consent will be null and void. All the terms and conditions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors and assigns. The Terms of Use, this Agreement and the applicable Order constitute the entire Agreement between you and CBSi with respect to the subject matter and supersede all previous communications, representations, understanding and agreements, either oral or written. This Agreement and the applicable Order shall be governed under the laws of the State of California and both parties agree that any claims, legal proceeding or litigation arising in connection with this Agreement will be brought solely in the state and federal courts located in San Francisco, California, and the parties consent to the jurisdiction of those courts. No modification of this Agreement or any Order shall be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions shall remain in full force and effect.