

# Comcast Global Ad Management Platform- Demand Side

## TRANSACTIONAL RATE ADDENDUM

This Preferred Pricing and Subscription Addendum (the “Addendum”) is made effective as of [REDACTED], [REDACTED] (the “Effective Date”) by Comcast Cable Communications Management, LLC on behalf of itself and its Affiliates (“Comcast”) and [REDACTED] (“Company”) and, together with the Comcast AdDelivery End User License Agreement (“EULA”) agreed to by Company and Comcast, sets forth the terms and conditions upon which Comcast will provide Company and its Affiliates with use of Comcast AdDelivery Services at the rates listed in Section 2 below.

### 1. DEFINITIONS

1. “Agreement” means this Addendum together with the EULA.
2. “Agreement Year” means a period beginning on the Effective Date (or an anniversary of the Effective Date during the Term) and continuing through the earlier of the day before the subsequent anniversary of the Effective Date.
3. “Affiliate” means, with respect to a party, any other entity directly or indirectly Controlling, Controlled by, or under common Control with such Person, where “Control” means actual management control, or the direct or indirect ownership of sufficient voting securities to exercise ultimate decision-making authority.
4. “Back-Up Destination Support” means delivery of Content to a secondary Content Recipient, approved by Comcast.
5. “Content” means any data, files, media, design, content, text, graphics, images or other information that is input, supplied or otherwise uploaded for transmission using the Services.
6. “Content Recipient” means an individual or legal entity authorized by Company or an Affiliate to receive Content.
7. “Order Optimization” means Comcast ability to send Content in the correct format (i.e. HD or SD) to the Content Recipient.
8. “Managed Service” means any order placed by an account manager or other employee or representative of Comcast, excluding those orders that are placed by Comcast as a result of the Company contacting Comcast support services.
9. “Self Service” means any order placed by the Company or its representatives.
10. “Services” means provision by Comcast of its proprietary AdDelivery digital delivery services, including the provision of any software or website used by Comcast in connection with such Services.

## 2. FEE FOR DELIVERY SERVICES

### Global Rate Card

Delivery	Rate (USD)		Service Level
	SD	HD	
Europe	\$75	\$150	Standard - 24 hrs
United Kingdom	\$75	\$150	Standard - 24 hrs

TV Admin/Clearance and Production		
Place an order (UK and International)**	\$150	Managed Service Per Order
Rotation instructions	\$325	
Industry body clearance from script, roughcut, to final*	\$420	Per Creative
Radio Clearance (RACC) & Rotations	\$320	Per Creative
Radio per delivery	\$50	
UK Cinema clearances w/ CAA & BBFC (external fees)	\$420	Per Creative
Closed Captioning	Available upon request	

All costs are reflected in USD

\*\*Clearcast in UK, ARPP in France, CAD and CAB in ANZ

\*Copy rotations are particularly important in the UK

### 3. ADDITIONAL SERVICES

The use of the Services applies solely to orders for delivery of Content to Content Recipients. Company acknowledges and agrees that Comcast may charge additional fees for any additional services requested by the Company including: optional production services, Content whose durations is greater than 60 seconds or storage of Content beyond the term of this Agreement (and any renewals thereto) ("Additional Services"). Company and/or its Affiliates can add such Additional Services to any order for delivery Services rates agreed-upon by Comcast and the Company. For the avoidance of doubt, the Services shall include Order Optimization.

### 4. PAYMENT TERMS

The Fees shall be due and payable on the first day of each calendar month, pursuant the terms of Section 5. Taxes, if any, applicable to the Services are to be paid by Company and shall be added to the invoice. If Comcast does not receive a payment due from Company to Comcast by the due date, Comcast may impose upon Company interest on any uncontested amount overdue calculated daily from the due date until the date of payment at an interest rate equal to 12% per annum, or the highest rate allowable by applicable law, whichever is less. Company shall also be responsible for all costs incurred by Comcast (including legal costs) in the collection of any payment not received by the due date.

### 5. INVOICES

a. Comcast shall issue a monthly invoice to Company, pursuant to the terms of Section 4 and Company shall pay each invoice in full, except to the extent subject to a good faith dispute, within 30 days of receipt of such invoice without set off or counter claim and free and clear of any withholding or deduction. Fees for overages or Additional Services shall be invoiced to the Customer on a monthly basis. All inquiries or disputes concerning any invoice shall be made to Comcast within 30 days of Company's receipt of the relevant invoice. Otherwise the invoice will be deemed to be accepted by Company as correct. Payments shall be sent to the following address: Comcast Technology Solutions, Accounts Receivable Dept., 13431 Collections Center Drive, Chicago, IL 60693, or such other address as Comcast may designate from time to time by written notice to Company.

b. Company: (a) is responsible for all Fees and other charges incurred through the use of the Service through Company's account whether such use is by Company or any third party, even if incurred as a result of fraudulent or unauthorized use of the Service by Company or any third party; and (b) shall continue to be responsible for all charges incurred between the time of suspension or a request for termination of the Service and the actual termination of the Service. Comcast may use electronic tools and procedures to measure and monitor Company's use of the Services for billing purposes and to verify compliance with the terms of this Agreement. In the event Comcast's measurement and monitoring reveals any deficiency between the amounts paid to Comcast and the amounts that should have been paid to Comcast, Company shall promptly remit payment to Comcast of such undisputed amounts. In the event Comcast's measurement and monitoring reveals any overpayment by Company versus the amounts that should have been paid to Comcast, Comcast shall promptly credit such amounts to Company.

## 6. SLA

Comcast will use commercially reasonable efforts to ensure that all Content is delivered to the Content Recipients within 24 hours of the time the order is received by Comcast. A delivery shall be considered complete upon (i) either electronic or physical receipt of the Content by the Content Recipient, or (ii) once the Content is made available via the Services to the Content Recipient. Comcast shall not be responsible or otherwise liable for any delay in or failure of its performance where such delay or failure arises by reason related to or arising out of any occurrence outside of the reasonable control of Comcast, including without limitation any act of nature, war, terrorism, civil disorder, labor unrest, government regulation, failure or delay in transportation or distribution, or other circumstance beyond such party's control that makes it inadvisable, illegal or impossible to perform its obligations.

## 7. TERM AND TERMINATION

This Addendum shall be in effect for one (1) year beginning on the Effective Date. This Addendum will automatically renew for an additional one (1) year term (the "Renewal Term") unless either party provides notice to the other party within sixty (60) days of the end of the first term of its intent not to renew. The Initial Term and the Renewal Term are collectively referred to as the Term.

## 8. ENTIRE AGREEMENT; CONFLICT

With respect to the subject matter hereof, the Agreement (a) is intended by the parties as a final, complete and exclusive expression of the terms of their agreement; and (b) supersedes all prior agreements and understandings (whether oral or written) between the parties. If there is a conflict between the EULA and this Addendum, this Addendum will prevail.

## 9. NONDISCLOSURE

Company acknowledges and agrees that the existence and terms of this Addendum are not publicly known and will not be disclosed by Company and/or its Affiliates.

## 10. COUNTERPARTS; DELIVERY

This Addendum may be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will be deemed to constitute one and the same document. The parties may sign and deliver this Addendum by electronic or facsimile transmission.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS ADDENDUM AS OF THE EFFECTIVE DATE.

**COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC**

By: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_



By: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_