



INSP

3000 WORLDREACH DRIVE
INDIAN LAND, SC 29707

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INSP may modify these Terms & Conditions from time to time, without providing written notice to Purchaser, by posting such modified Terms and Conditions to the following URL: http://media.insp.com/advertising/INSP-TermsConditions_2021.pdf . These Terms and Conditions incorporate by reference the Technical Guidelines - https://www.insp.com/content/uploads/2021/11/INSP_TechnicalGuidelines-2021.pdf and Content Guidelines - https://www.insp.com/content/uploads/2021/12/INSP_ContentGuidelines.pdf. Purchaser is advised to confirm the latest version of the Terms and Conditions by visiting the foregoing URL prior to purchasing inventory.

DEFINITIONS

As used in this Agreement, “Agency” shall refer to the agency designated as such for the Advertiser/Programmer under this Agreement. “Advertiser/Programmer” shall refer to the program producer, program supplier, airtime purchaser or other party identified as such under this Agreement. “Buy” shall refer to the purchase of Inventory. “INSP” shall refer to INSP, LLC. “Network” shall refer to the television network currently named INSP, which is owned and operated by INSP.

“Purchaser” shall refer to the Agency, Advertiser/Programmer or both. “Long Form” shall refer to airtime material of no less than five minutes in length. “Short Form” shall refer to airtime material that does not qualify as “Long Form” as defined herein. “Inventory” shall refer to airtime on the Network sold to a Purchaser for the purpose of airing Short Form or Long Form, which is the subject of this Agreement.

INVENTORY OWNERSHIP

Inventory is and shall remain the sole property of INSP and cannot be assigned, transferred, sold, or otherwise disposed of in any manner by Purchaser.

SUBMISSION OF SHORT AND LONG FORM MATERIAL

A) Except as otherwise specifically provided for in this Agreement, Purchaser shall furnish all elements and material necessary hereunder. All material furnished by Purchaser

- shall not be contrary to the public interest;
- shall conform to Network’s most current program and operating policies, guidelines and quality standards;
- is subject to INSP’s prior approval and continuing right to reject or request that such material be edited; and
- shall comply with all applicable laws and regulations of the FCC or such other entity as may have jurisdiction.

B) Purchaser shall email INSP a schedule detailing each proposed Buy not less than fifteen (15) days prior to the first requested airdate. In the absence of a written schedule, INSP shall make the programming schedule for the Purchaser, selecting from any available Purchaser-provided Short or Long Form. Purchaser shall provide INSP with backup airtime material giving INSP at least two (2) insertion options on a standby basis for emergency use. All such standby material shall include, without limitation, the exact runtime of each insertion.

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C) Purchaser shall ship all Short and Long Form materials on a pre-paid basis so that such material arrives at INSP not less than seven (7) days prior to the first requested air date. In the event Short or Long Form materials are not made available to INSP according to this schedule, INSP shall air (if applicable):

1. the first Buy available on standby for such timeslot;
2. Purchaser's scheduled Buy for the previous week;
3. or any other Short or Long Form of INSP's choice.

In the event of substitution due to Purchaser's failure to provide the scheduled programming seven (7) days prior to the requested airdate, Purchaser shall remain responsible for the airtime at the rate specified herein.

D) Promotional Buys furnished by Purchaser shall be subject to review, approval, airing, and scheduling by INSP with regard to editorial content and technical quality.

E) INSP will exercise normal precautions when handling materials submitted by Purchaser, but assumes no liability for loss of or damage to such materials, or other property furnished by Purchaser hereunder. INSP shall have the right to dispose of all Purchaser-provided material anytime sixty (60) days following the last broadcast hereunder.

F) INSP shall not make any material modifications, deletions, cuts or alterations in or to any Short or Long Form material without notifying Purchaser, except that INSP may, in its sole discretion, with or without notifying Purchaser, digitize, compress, encode or otherwise modify, or manipulate the signal containing the Short or Long Form material so long as the production quality, content and message of the exhibition is not materially affected.

G) Purchaser agrees that all Short or Long Form material furnished to INSP hereunder shall include, at Programmer's sole expense, closed-captioning in accordance with the rules and regulations of the FCC, regardless of whether or not such rules or regulations imposes the obligation to include closed-captioning on Programmers, networks, cable systems and/ or any other third party. Purchaser further agrees to furnish INSP, in conjunction with its submission of the applicable programming, written certification that such programming does include closed-captioning in accordance with the regulations promulgated by the FCC.

H) Purchaser shall guarantee and confirm that any and all music contained in the Short or Long Form material is either in the public domain, controlled by the Purchaser, or ASCAP, BMI, or SESAC and Purchaser shall be responsible for providing music cue sheets along with the tapes, which shall include the music used, publisher, tape codes, duration of the music, and the corresponding Short or Long Form material containing the music.

I) Purchaser hereby grants INSP the right to transmit and broadcast the programming described in this Agreement throughout the world and in any language. The rights granted shall include without limitation, the right to distribute the Short or Long Form material via analog and/or digital transmission to cable systems, DBS Systems and/or any other transmission to cable systems, DBS Systems and/ or any other type of program distribution outlet, including the Internet.

J) Purchaser may not embed any information, data, images, sounds, features, calls to action, messages, prompts, tags, cookies, pixels, beacons, triggers and/ or other technologies, including, without limitation, anything that may degrade and/or otherwise interfere with the Network's signal. If any technology, material or other service is not expressly consented to for the applicable campaign, then such technology, material or other service is not approved and Purchaser should contact the Network account executive to discuss compatibility and permission for use of the desired technology, material or service in connection with services.

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K) Purchaser shall ensure that no Short or Long Form material provided, indirectly or directly, to INSP contains: (i) any content that is rated (or if not rated, that would have been rated) more restrictively than the rating of any other content airing on the Network; (ii) any fraudulent, deceptive and/or unfair descriptions of any products and/or services; (iii) any promotion or marketing of “900,” or “976” telephone services, or other similar services that bill a caller for placing or confirming the call (other than for the telephone company’s cost of the call); (iv) any content for any purpose other than the purpose agreed to or required in connection with any services, if any (e.g., political purposes and/or market research); or (v) any content that violates any law(s), including, without limitation, advertising and/or other laws relating to children (e.g. the Children’s Television Requirements and the Children’s Online Privacy Protection Act), requiring closed captioning and/or video narration information and technical specifications pertaining to compliance with commercial loudness restrictions.

L) Neither INSP nor Purchaser may disclose (orally, in writing, by press release or by public disclosure of any kind or otherwise) to any third party (other than Purchaser’s respective directors, officers,

members, managers, employees, auditors, financial advisors, lenders, attorneys and agents, in each case in their capacity as such and on a need-to-know basis, and in the case of third-parties, subject to a binding and enforceable confidentiality agreement between Purchaser and the relevant third party), any Confidential Information, except to the extent necessary to comply with applicable law(s). If Purchaser is required to disclose Confidential Information in connection with any lawsuit filed in a court of law, Purchaser shall immediately provide INSP with written notice of such impending disclosure so that INSP may seek a protective order. For clarity, unless agreed to by INSP in advance in writing, Purchaser may not issue any press release or other public announcement concerning this Agreement. “Confidential Information” means the existence and content of any Agreement, (including, without limitation, rates other than published rates), and any and all other non-public information concerning either party disclosed, in connection with any proposed or requested Buy or delivery of Short or Long Form material, including, without limitation, technical information, technical or marketing tests, product plans, data and/or information used and the source thereof.

OMISSION OF SHORT OR LONG FORM MATERIAL

INSP shall have the right to omit at any time without notice to Purchaser (although INSP shall endeavor to give reasonable notice) all, or any of, the Short or Long Form material provided hereunder if such omission is due to any force majeure, including mechanical or electronic failures or breakdowns, or if INSP broadcasts in lieu of such omitted Short or Long Form material, in whole or in part, any special programming which INSP, in its absolute discretion, deems to be of public importance on any sponsored, sustaining or other basis. In the event of interruption or cancellation, if Purchaser or INSP cannot agree upon a satisfactory substitute day and time, the Buy so preempted shall be deemed canceled without affecting the rates or rights provided by this Agreement, except that Purchaser shall not be obligated to pay the charges associated with the canceled Buy.

PAYMENT

A) Except as otherwise agreed to in writing, INSP shall invoice the Purchaser on a monthly basis. All invoices shall be due and payable upon receipt and Purchaser shall be deemed in breach of this Agreement if any amounts due remain unpaid more than sixty (60) days after the invoice date. Any failure whatsoever by Purchaser to make timely payment of any charges under this Agreement or any other breach whatsoever by Purchaser shall give INSP the right, in addition to

any and all other rights, to cease performance of this Agreement. INSP shall have the right, at any time, to increase its rates, but no such increases shall be applied to telecasts under this Agreement unless the Purchaser is advised of such increase and its effective date and such increase is accepted by Purchaser. Upon reasonable belief by INSP that Purchaser’s credit has been impaired, INSP shall have the right to change the terms of payment for any further Buy under this Agreement. *(Continued...)*

B) Inventory rates quoted by INSP are fixed and cannot be increased, altered or otherwise modified by Agency at any time or for any reason. INSP shall have the right to periodically audit the records of Agency to insure compliance with this provision.

C) Notwithstanding to whom bills are rendered, Advertiser/Programmer and Agency jointly and severally shall remain obligated to pay INSP the amount of any invoices issued by INSP within the time specified and until payment in full is received by INSP. Payment by Advertiser/ Programmer to Agency shall not constitute payment to INSP.

D) In the event that Purchaser fails to pay INSP in a timely manner, but in any event within thirty (30) days of the date of invoice, Purchaser shall be charged, and agree to pay, compound interest on the unpaid balance at the rate of one and one-half percent (1.5%) for each month or any part thereof, from and after the thirtieth (30th) day following the invoice date until such payment is made, but in no event shall

such interest be greater than the maximum rate permitted by law. In the event that INSP must institute collection proceedings for any past due amounts against Purchaser, Purchaser agrees to pay all costs of collection, including reasonable attorney's fees incurred in connection with collecting any amount due hereunder.

E) Any dispute by Purchaser with any services provided by INSP or the amount charged for the same shall be reported to INSP in writing within thirty (30) days from the date of invoice relating to the same, time being of the essence (but any such dispute shall not affect Purchaser's obligation to make payment within thirty (30) days as set forth above.) Failure to report any such dispute within such time shall constitute a waiver of any claim by Purchaser with respect to such dispute.

WARRANTY & INDEMNITY

Purchaser shall defend, indemnify and hold INSP harmless from and against any and all claims, demands, debts, obligations or changes (including reasonable attorney's fees and disbursements) which arise out of or are related to or result from the broadcast preparation for broadcast or contemplated broadcast of any materials furnished by or on behalf of Purchaser or furnished by INSP at Purchaser's request for use in connection with the Purchaser's material, including, but not limited to, any claims for invasion of privacy or defamation, and claims, statements or allegations that the content associated with the Buy is fraudulent or misleading. Purchaser specifically warrants and represents that the broadcast of any Short or Long Form material furnished by Purchaser shall not violate in any way, any rights of any person, firm or corporation; and that no third party has, or has claimed, any right that would be inconsistent with the rights granted to INSP in this Agreement. Additionally, Purchaser shall be responsible for bearing all royalty costs for material protected by copyright, trademark, service mark or similar laws, except musical composition licensed for broadcast by a musical licensing organization of which INSP is a licensee.

TERMINATION

A) INSP and/or the Purchaser may cancel a Buy for any reason as follows:

1. upon five (5) days prior written notice for Long Form Buys; and
2. upon forty-eight (48) hours prior Form Buys; and written notice for Short Form Buys.

Continuation of the originally scheduled programming and payment for airtime in accordance with the contracted rate during the applicable notice period shall be required. In the event that the Purchaser does not furnish the required Short or Long Form material, as applicable, within the notification period, INSP shall select 3 of 4 such other programming as may be available from the Purchaser, and if no such programming is available, other programming that INSP may select at its discretion. The Purchaser shall be invoiced in accordance with the contracted rates for the programming aired during the applicable notice period. Any notice or communication required or permitted under this Agreement shall be in writing and sent by United States mail, registered or certified, return receipt requested, postage prepaid, in each case addressed to the party to whom such notice is to be given. Purchaser shall send written notice or communication, including any change of address to INSP at 3000 WorldReach Drive, Indian Land, SC 29707. INSP shall send written notice to Purchaser at the most current address provided to INSP.

B) INSP may cancel this Agreement at any time and without further liability or obligation hereunder

1. upon material breach by Purchaser of the terms of this Agreement;
2. if INSP fails to receive timely payment on billings; or
3. if Purchaser's credit is, in INSP's reasonable opinion, impaired.

Upon such termination, all charges for Buys completed hereunder and not paid for shall become immediately due and payable. If INSP cancels pursuant to this subparagraph, Purchaser's only liability shall be to pay for Buys aired prior to termination by INSP.

C) In the event of a material breach by INSP in performing its obligations hereunder, Purchaser reserves the right to cancel this Agreement at any time upon prior notice. No notice of termination made by Purchaser shall be effective until all sums and other obligations due INSP are fully paid and performed.

D) In addition and without limitation to any other remedies or rights available to INSP hereunder, INSP shall be entitled to recover all costs and expenses, including reasonable attorney's fees, in enforcing its rights herein in the event of a breach by Agency.

GENERAL CONDITIONS

A) INSP's obligations hereunder are subject to the terms of all governmental licenses held by INSP, federal, state and municipal law and rules and regulations of all governmental bodies and authorities now or hereinafter constituted.

B) Failure of INSP or Purchaser to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision hereof. All remedies, rights, undertakings, obligations and agreements contained herein shall be cumulative and none shall be in limitation of any other.

C) Notwithstanding any other provisions of this Agreement, in no event shall INSP be liable for special, indirect, incidental or consequential damages suffered by Purchaser.

D) This Agreement and all matters or issues collaterally related thereto shall be governed by the laws of the State of New York applicable to agreements entered into and to be performed in that state. Purchaser hereby consents to the jurisdiction of the State of New York with respect to any action arising out of or relating to this Agreement and agrees that venue in any such court shall be proper.



E) Neither party may assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the forgoing sentence, INSP may assign or otherwise transfer this Agreement or any of its rights hereunder, without Purchaser's prior knowledge or consent, to any subsidiary or affiliated entity of INSP, or its successor in any consolidation or merger, or any other person or entity which acquires all or substantially all of the assets, equity or beneficial interests of INSP. To the extent this Agreement is properly assigned or transferred in accordance with the terms herein, it shall be binding upon each successor, assign and/ or transferee.

F) This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall not be supplemented, amended or modified except by a written instrument executed on behalf of the parties by such parties or their duly authorized representatives. Upon acceptance by Purchaser of these Terms & Conditions, all prior agreements and understandings between Purchaser and INSP will be null and void, and any existing agreements or understandings related to

Buyers will be governed by these Terms & Conditions.

G) Any provision of this Agreement which is invalid, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, prohibition or unenforceability in any such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

H) The time set forth herein for all broadcasts under this Agreement are approximate only. Except as otherwise specifically provided for herein, the time and length of any broadcast hereunder shall be as determined by INSP.

I) INSP scrutinizes all contracts and amendments for accuracy prior to mailing. Upon receipt of Network agreements by Purchaser, it is Purchaser's responsibility to notify INSP of any discrepancies. If INSP receives no such notice from Purchaser within seven (7) days from the issuance of Agreement or Amendment, the Agreement or Amendment shall be considered correct and Purchaser shall be held responsible for payment pursuant to the terms hereof.

Last update posted: January, 2022.