Order Confirmation

Advertiser No: 595087  Order No: 1324361307
Start Date: 11/13/2019  Co-op: No
End Date: 11/15/2019  Package: No
Month Type: Broadcast  Agency Comm.: 15%
Revision #: 2
CPE: - - 8111
AE: PHILADELPHIA, MMS
Entered: 11/12/2019 12:18 PM by Fusion
Last Update: 11/12/2019 01:00 PM by Fusion
Note: KATZ/WHO/8111/TOM STEYER 2020
Note 2: 33418462
Spl Req Inv:

Tom Steyer for President
c/o KATZ MEDIA GROUP
Attn:
125 W 55th St Fl 11
New York, NY 10019

Net: 2,125.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00
Gross: 2,500.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

 Participating Customers
Tom Steyer for President  100%

<table>
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<th>Market Station</th>
<th>Bind To</th>
<th>Start Date</th>
<th>End Date</th>
<th>No Of Weeks</th>
<th>Rev. Type</th>
<th>Rate</th>
<th>Skip</th>
<th>W</th>
<th>M</th>
<th>T</th>
<th>W</th>
<th>T</th>
<th>F</th>
<th>S</th>
<th>S</th>
<th>Spots/ W.</th>
<th>Spot Length</th>
<th>Ord Spots</th>
<th>Ord Cost</th>
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</thead>
<tbody>
<tr>
<td>2 Des WHO-AM</td>
<td>06:00-10:00 Commercial</td>
<td>11/14/19</td>
<td>11/15/19</td>
<td>1</td>
<td>National Agency-Political</td>
<td>250.00</td>
<td>0</td>
<td>x</td>
<td>x</td>
<td>10</td>
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<td>2,500.00</td>
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</table>

Cancelled: / /

No, of Spots/Misc/Digital: 10/0/0

Ordered Gross: $2,500.00
Agency Commission: $375.00
Ordered Net: $2,125.00
Total Net Due: $2,125.00
ORDER TERMS AND CONDITIONS

The term “Advertiser” means the person, entity or business, as well as any agency or buying service, to whom a media plan is given by iHeartMedia + Entertainment, Inc. (collectively, “Station”). The term “Order Confirmation” means the specific station set out in the Order Confirmation, or, if not identified there, iHeartMedia + Entertainment, Inc.

1. PAYMENT

1.1. Advertiser agrees to pay in advance for the distribution of advertising covered by this contract (collectively “transmissions”) unless otherwise expressly agreed in writing.

1.2. If Station has extended credit, Station shall render invoices monthly. Payment by Advertiser is due within 30 days unless otherwise agreed in the Order Confirmation.

2. TERMINATION AND BREACH

2.1. This contract may be terminated by either party giving the other party 14 days prior written notice. If Advertiser so terminates this contract, Advertiser will pay to Station at Station’s rate card rate (without discount for the number of remaining transmissions) for transmissions made through the date of termination. If Station so terminates this contract, Advertiser shall pay to Station for transmissions made through the date of termination and shall have the benefit of any discounts it would have received had this contract not been so terminated.

2.2. Station may terminate this contract at any time upon failure by Advertiser to timely make any payment, or upon other material breach by Advertiser of this contract.

3. REPRESENTATIONS & WARRANTIES/INDEMNIFICATION AND HOLD HARMLESS

3.1. Advertiser represents, warrants and agrees that: (i) Station’s use of the Advertiser Materials (defined below) as authorized by Advertiser, including, but not limited to the broadcast of the Advertiser Materials over the facilities of the Station shall not violate or infringe upon the rights of others; provided, however, that the foregoing representations and warranties shall not apply to any material furnished by or on behalf of Advertiser in connection with this contract (“Advertiser Material”), or Advertiser’s business, services, operations or prizes (if any). Station shall defend, hold harmless and indemnify Advertiser (and the Advertiser Materials) shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, those of the FCC (e.g., indecency, EAS compliance and all other FCC regulations).

3.2. Station shall defend, hold harmless and indemnify Station, its parents and affiliates, and their respective officers, directors, employees and agents from any and all claims, actions, causes of action, liabilities, demands, damages or costs (including reasonable attorney fees) of whatsoever name or nature, including but not limited to (i) defamation, unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights with respect to music, spoken word or any other copyrightable material embodied in Advertiser Materials), (ii) any breach or violation of any sort of Section 5.5 or the representations and warranties described in Section 3.1; or (iii) claims arising from the products, services, operations, data, representations or warranties relating to, directly or indirectly, any material furnished by or on behalf of Advertiser in connection with this contract (“Advertiser Material”), or Advertiser’s business, services, operations or prizes (if any). Station shall defend, hold harmless and indemnify Advertiser and its parents and affiliates, employees and agents from damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material.

4. INABILITY TO TRANSMIT AND SUBSTITUTION PROGRAMS

4.1. If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, or for other cause, including mechanical breakdown beyond Station’s control, Station shall be unable to transmit or otherwise distribute any program or announcement to be transmitted under this contract, that transmission shall be canceled, and Station shall not be liable to Advertiser except as provided in Section 4.3 below.

4.2. Station shall have the right to cancel any transmission or portion thereof to be made under this contract in order to transmit any program which it deems to be of public significance. Station will notify Advertiser in advance if reasonably possible or otherwise Station will notify Advertiser within a reasonable time after such scheduled transmission.

4.3. Station shall transmit such canceled transmission, subject to availability, in a comparable time period. If Station is unable to so transmit the canceled transmission, Advertiser shall not have to pay for the canceled transmission and the cancellation shall not affect any discounts under this contract.

5. PROGRAM PRODUCTION; COMMERCIAL MATERIAL; DATA

5.1. Unless otherwise noted in this contract, all material to be transmitted under this contract shall be furnished by Advertiser, and all expenses of delivery to Station and return to Advertiser, if so directed, shall be paid by Advertiser. If Station has not received Advertiser Material by 48 hours in advance of scheduled transmission, Station shall reasonably attempt to so notify Advertiser.

5.2. If Station has not received Advertiser Material by 48 hours in advance of scheduled transmission, Station may in its sole discretion reschedule the transmission of such material or substitute any other material therefor. In such event, the time of transmission as originally scheduled shall be credited for any net amounts obtained if Station is able to resell such Third Party Material, but Station shall not be obligated to make or solicit any sale.

5.3. Advertiser shall assume no liability for loss or damages to program material and other property furnished by Advertiser in connection with this contract (“Advertiser Material”), or Advertiser’s business, services, operations or prizes (if any). Station shall defend, hold harmless and indemnify Advertiser (and the Advertiser Materials) shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, those of the FCC (e.g., indecency, EAS compliance and all other FCC regulations).

5.4. Station will retain all property rights in any program material prepared or created by Station or by any of its employees for use in connection with material transmitted under this contract.

5.5. If Station provides Advertiser with any data pertaining to the transmission of Advertiser Material (“Station Data”), Station grants Advertiser a limited, revocable, non-exclusive, non-transferable license to use Station Data solely for internal purposes as necessary to validate the transmission of Advertiser Material. The foregoing license expires, and Advertiser must destroy, Station Data thirty (30) days after the date of the applicable transmissions. Advertiser may not, without Station’s prior written consent, (i) disclose Station Data to any third party, (ii) combine Station Data with any other data, or (iii) use Station Data for any other purpose, including, without limitation, to create an attribution model.

6. NON-DISCRIMINATION

In accordance with Paragraphs 49 and 50 of the United States Federal Communications Commission Report and Order No. FCC 07-217, Station will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.

7. GENERAL

7.1. This contract is for the transmission by broadcast on radio, transmission on other media when Internet is indicated, or both, of programs, announcements and/or displays of the Advertiser for the purpose of advertising the named products or services and is subject to all applicable federal, state and municipal regulations, including the rules of the Federal Communications Commission and the Federal Trade Commission. Station will perform the transmission covered by this contract on the days and approximate hourly times (current at Station) provided in the Order Confirmation, as directed by Advertiser to effect the transmissions.

7.2. If an agency or buying service is included in Advertiser, it is understood that party is the agent of advertiser and not of Station.

7.3. Station shall assume no liability for loss or damages to program material and other property furnished by Advertiser in connection with transmissions under this contract.

7.4. Advertiser may not assign or transfer this contract without first obtaining the written consent of Station; nor is Station required to transmit any material under this contract for the benefit of any person or entity other than Advertiser named on the face of this contract.

7.5. The failure of Station of this contract shall not be construed as a waiver of that or any other provision.

7.6. This contract and any applicable written credit agreement, agency commission arrangement and/or merchandising arrangement contains the entire agreement between the parties relating to the subject matter in it, and no modification of its terms shall be effective unless in writing signed by both parties.

7.7. TO THE EXTENT PERMITTED BY LAW, STATION MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER IN IT, AND NO MODIFICATION OF ITS TERMS SHALL BE EFFECTIVE UNLESS IN WRITING SIGNED BY BOTH PARTIES.

7.8. THE SERVICES DESCRIBED IN THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.