

CONTRACT FOR DIGITAL OUTDOOR ADVERTISING STANDARD TERMS

1.0 Relationship of Parties

1.1 Agency represents that it has the authority to act and is acting as agent for a disclosed principal, the advertiser named on the face hereof ("Advertiser").

(a) If Agency has signed, 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.

(b) Nothing herein contained relating to the payment of billings by Agency will be construed so as to relieve Advertiser of, or diminish Advertiser's liability for, breach of its obligations hereunder.

1.2 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.

1.3 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 Agency's obligations hereunder. Advertiser may, upon notice to Company, change its Agency. Advertiser may not assign this contract.

2.0 Delivery of Advertising and Production Materials

2.1 All advertising materials to be displayed ("Content") on the Digital Location or Network ("Digital Network") shall at all times meet the specifications guidelines provided by the Company from time to time ("Specifications") and shall comply with all applicable laws. All Content and materials furnished by Agency to Company (i) shall not be contrary to the public interest, (ii) shall conform to the Company's then existing programming and operating policies and standards, and (iii) are subject to Company's prior approval and continuing right to reject or cause Agency to edit the Content. Neither Company nor any of its affiliates, partners, contractors or vendors will be liable for loss or damage to Agency's materials or Content. If Agency requests within thirty (30) days of the last display of the Content hereunder, Company will, at Agency's expense, return Agency's Content and materials to Agency. If Agency does not so request, Company has the right to dispose of all Agency's Content and materials at any time after one-hundred twenty (120) days following the last display of Content hereunder.

2.2 Agency shall, in accordance with the Specifications and at its sole cost and expense, produce and deliver the Content to Company at least ten (10) days prior to the Start Date shown on the contract. Subject to any Additional Charges specified on the Contract, Company shall, at its own cost, program and install the Content on the Digital Network on the Start Date. If the Content has not been delivered in a timely manner or if it does not conform to the Specifications, Company may, in its sole discretion, (i) install the Content, (ii) display substitute content of any type and install the Content on the Digital Network at a later date if and when delivered by Agency to Company in conformity with the Specifications or (iii) terminate this contract. If this contract is terminated by the Company, Agency will pay to Company an amount equal to 75% of the Total Invoice Amount shown on the face of this contract as liquidated damages therefore. Notwithstanding any failure on the part of Agency to comply with the requirements set forth in this Section 2.2, Agency shall timely make all payments set forth on the contract, commencing on the Start Date shown on the contract for the entire term hereof.

2.3 Agency acknowledges and agrees that Company has no right to control the materials, form or content of other networks, displays or advertising in the vicinity of a Digital Network location and that Company shall, in its absolute discretion (but subject to any exclusivity otherwise granted herein to Agency), control the materials, form and content of all other advertising materials and content displays on the Digital Network without Agency having any right of consent or approval with respect thereto. The Digital Network shall at no time be deemed to be the property of Agency.

2.4 Proof of Performance. Company will provide Agency with a proof of performance report within ten (10) business days after the end of each campaign of this contract. Photographs will not be provided.

3.0 Obligations of the Company

3.1 All approved advertising material or Content will be posted and maintained. Company guarantees Content will be displayed an average of 92.5% of the time during the total contract period.

3.2 Company may reject any Content or other advertising material, art or copy, submitted by Agency for any reason. In addition, Company may require any Content or other advertising material, art or copy to be removed at anytime once posted.

3.3 Company retains exclusive control of the maintenance and operation of the Digital Network and the digital network structures on which they are displayed.

4.0 General

4.1 Termination and Loss of Service.

(a) Any delay or failure by Company to perform hereunder as a result of force majeure, power interruptions, labor dispute, law, government action, warning or order, or similar causes beyond the Company's reasonable control, will not constitute a breach of contract, but Agency will be notified immediately and will be entitled, at its election, to service having a value based on circulation reasonably equivalent to the lost service. (b) Company may upon notice to Agency, terminate this contract at any time (i) upon material breach by Agency or (ii) if Company does not receive timely payment on billings. Upon such termination all unpaid, accrued charges hereunder will immediately become due and payable and Agency will pay, as liquidated damages, a sum equal to 75% of the of the Total Invoice Amount shown on the face of this contract. Agency may, upon notice to Company, terminate this contract at any time upon material breach by Company. Upon such termination, Company will pay as liquidated damages a sum equal to the actual non-cancelable out-of-pocket cost necessarily incurred by Agency prior to the date of termination for production and delivery of the Content, advertising material, art or copy hereunder which was not displayed. Neither party will have any liability to the other upon breach or termination, except as provided in this Paragraph 4.1(c), Paragraphs 2.1, 2.2, 4.1(b) and 4.4. Agency may not seek specific performance or any other equitable remedy related to this contract.

(c) Notwithstanding anything to the contrary herein, Company shall be given a reasonable amount of time to cure a default, but in no event less than 30 days.

4.2 Terms of Payment. Company will, from time to time at intervals following commencement of service, bill Agency at the address on the face hereof. Agency will pay Company within thirty (30) days after the date of invoice. If Agency fails to pay any invoice when due, in addition to amounts payable there under, Company will be promptly reimbursed its collection costs, including reasonable attorneys' fees, plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law.

4.3 Taxes. Company will pay all personal property taxes attributable to the structures and Agency will be responsible for all other federal, state and local taxes in respect of this contract.

4.4 Indemnification. Company will hold Agency and Advertiser harmless against all liability (except for consequential damages, i.e., lost profits, revenue or advertising opportunity) but including claims, demands, debts, obligations or charges, together with reasonable attorneys' fees and disbursements, arising out of a breach by Company of this contract. Agency and Advertiser will hold Company harmless against all liability, including, without limitation, claims, demands, debts, obligations or changes, together with reasonable attorney's fees and disbursements arising out of a breach by Agency and/or Advertiser of this contract or arising out of the Content, advertising material, art or copy furnished by Agency or Advertiser.

4.5 Compliance.

(a) Company's obligations hereunder are subject to and subordinate to the terms and conditions of any applicable ground lease for digital network structure and/or billboards and other agreements, licenses and permits held by it and to applicable federal, state and local laws and regulations.

(b) All Content, advertising material, art or copy furnished by Agency or Advertiser hereunder will at all times comply with all applicable federal, state and local laws and regulations.

4.6 Entire Agreement. This contract contains the entire understanding between the parties and cannot be changed or terminated orally. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter will govern. Failure of either party to enforce any of the provisions hereof will not be construed as general relinquishment or waiver of that or any other provision. All notices hereunder will be in writing, deemed given on the date of dispatch, and addressed to Agency and the Company at the addresses on the face hereof.