

Terms and Conditions for Distribution on Real Estate Channel(s)

The organization/corporation/individual ("Advertiser") contracting for the cablecast, internet and/or VOD placement (collectively "distribution") of commercial announcements and/or real estate classified content (collectively referred to as "commercial announcements") described on (1) the Work Order attached hereto and (2) all subsequent Work Orders and Comcast Spotlight, Inc. and the cable service operating subsidiary of Comcast Corporation providing such commercial announcements (collectively "Company") hereby agree to be bound by the following terms and conditions:

1. BILLING AND PAYMENTS.

- (a) Company will bill Advertiser as provided on a Work Order or Advertising Agreement ("Work Order").
- (b) Payment shall be made in advance of distribution date unless credit arrangements acceptable to the Company have previously been made in writing, in which event payment shall be made no later than 30 days after receipt by Advertiser of an invoice (and affidavit of performance if affidavit is requested by Advertiser).
- (c) Invoices shall contain information with regard to the product type, quantity, length, rate, network and any additional identification codes provided by Advertiser and reasonably acceptable to the Company. Additional charges other than for distribution of commercial announcements may be itemized on a separate invoice.
- (d) Advertiser agrees to pay all amounts payable under this contract and is liable for payments to be made under this contract. Where Advertiser is an advertising agency or media buying service, the person, firm or corporation that authorizes advertising agency to contract for the commercial announcements covered by this contract shall be liable for all such payments and fees in the event of default by advertising agency. Under no circumstances shall the Company be liable for an amount owed by Advertiser to an advertising agency acting for Advertiser and Advertiser agrees to hold the Company harmless from any such claim made against the Company by any such advertising agency. Company shall have the right to notify any of the foregoing parties of all liabilities and terms of this contract.
- (e) Accounts not paid when due shall be considered delinquent and shall bear a service charge of the lesser of 1.5% per month or the highest interest rate permitted under applicable law on the unpaid balance from the due date. Advertiser shall reimburse the Company for all amounts incurred in connection with collection activities, including, but not limited to, collection agency charges and costs, attorney fees and costs.

2. TERMINATION.

- (a) Commercial announcements may be cancelled by the Company in its sole discretion upon 5 days prior notice. Company reserves the right to immediately cancel this contract at any time upon notice whether given orally or in writing (1) upon default by Advertiser in the payment of bills, (2) for any other material breach of the terms hereof, (3) if Company determines that a commercial announcement fails to meet Company's content guidelines, (4) if a commercial announcement violates any federal, state or local law or (5) a commercial announcement contains material that violates the rights of a third party. Further, Company may cancel this contract for convenience on 5 days prior notice. Upon cancellation, all charges for the distribution of commercial announcements completed hereunder and not paid shall become immediately due and payable.
- (b) Advertiser may cancel the linear and internet distribution of commercial announcements upon 7 days' prior written notice to Company to be effective no earlier than 7 days after the commencement of distribution of commercial announcement under this contract. Advertiser may cancel the VOD distribution of commercial announcements upon 14 days' prior written notice to Company to be effective no earlier than 14 days after the commencement of distribution under this Agreement.
- (c) If Advertiser cancels this contract, all discounts shall be void and rates on the then current rate card in effect will apply to any commercial announcements distributed up to the date of cancellation. In addition Advertiser will pay all non-recoverable out-of-pocket expenses incurred in connection with any promotion, contest, sweepstakes or other service provided to Advertiser by the Company (or any of its affiliates). If the Company cancels this contract other than for cause due to a breach by Advertiser, Advertiser shall have the benefit of the same discounts that it would have earned had it been allowed to complete the contract.
- (d) If Advertiser cancels any special promotion, contest, sponsorship, sweepstakes or other service provided to Advertiser by the Company (or any of its affiliates), at the Company's sole discretion, any related discounts for commercial announcements shall be void and rates on the current rate card shall apply to all commercial announcements to which such discount applied.

3. PROGRAM AND COMMERCIAL MATERIAL.

- (a) Unless otherwise noted on the Work Order, all materials for commercial announcements shall be furnished to the Company by Advertiser. Advertiser shall be responsible, at its sole expense, for securing all rights, licenses, releases and consents required in connection with the commercial announcements including, but not limited to, copyright performance and music synchronization rights with regard to all materials including, but not limited to video, audio, script and talent furnished by Advertiser or materials which the Company is directed by Advertiser to use. Company reserves the right to reject or edit any such materials. All expense connected with the delivery of commercial announcements to the Company, and with return therefrom, if return is directed on the Work Order, shall be paid by Advertiser.
- (b) For linear and internet commercial announcements, Advertiser shall deliver commercial announcements and scheduling instructions to the Company at least 48 hours in advance of the scheduled distribution date. If such announcements and instructions do not arrive at the Company 48 hours before the distribution date, the Company will use reasonable efforts to distribute commercial announcements received from Advertiser despite late delivery, but shall not be liable for commercial announcements that are not distributed due to late delivery by Advertiser. Notwithstanding the foregoing, if such announcements and instructions do not arrive at the Company at least 48 hours before the distribution date, the Company may bill Advertiser for the time reserved on the Work Order.
- (c) For VOD distribution of commercial announcements Advertiser, at its own expense, shall deliver the commercial announcements to the Company in compliance with generally accepted standards of good practice and according to the parameters specified in Company's Video On Demand Content Specification including all applicable digitally encoded non-video meta data attributes or other parameters selected by Company via a method selected by Company. The commercial announcements shall be delivered in accordance with specific market timelines and at least 35 days in advance of distribution. If the commercial announcement does not arrive at the Company 35 days before the distribution date the commercial announcement may not be distributed as scheduled and the Company may terminate the Agreement. Notwithstanding the foregoing, if such commercial announcements and instructions do not arrive at the Company

in accordance with specific market timelines and at Advertiser for the time reserved on the Agreement and may adjust the start dates and end dates of the schedule in its sole discretion.

(d) Notwithstanding anything in this contract to the contrary, commercial announcements provided by Advertiser are subject to Company approval and Network Restrictions. Company retains a continuing right to reject any commercial material submitted by Advertiser, including but not limited to, the right to reject for unsatisfactory technical quality or objectionable or unlawful content, as determined by the Company in its sole discretion. If any commercial announcement is unsatisfactory, the Company shall notify Advertiser, and unless Advertiser furnishes satisfactory material in a sufficient amount of time in advance of distribution as determined by the Company, the Company may bill Advertiser for the time reserved on the Work Order.

(e) Regarding distribution via VOD, Advertiser acknowledges that other content, tools or information provided by Company or third parties may appear on the screen over the commercial announcement, including, without limitation, (i) navigational content appearing during processes such as program selection, ordering and playback, (ii) Emergency Alert System information that the Systems are obligated by law to display, and (iii) any content, tools or information that viewers could cause to be displayed on the television screen through interactive media or otherwise. Company shall have the right to edit, digitize and/or compress any commercial announcement and to transmit such commercial announcement in its edited, digitized or compressed form for distribution. Company, its affiliates or agents may copy and store the commercial announcement during the Term as Company deems appropriate to optimize the performance of VOD distribution on the Systems. In no event shall any commercial announcements remain on a VOD Server longer than 90 days without the Company's consent.

4. WEB SITES. Company reserves the right to redesign or modify the organization, structure or "look and feel" of any web site used for advertising in conjunction with any Work Order at any time without notice. If modifications affect the placement of the advertisement, Company will notify and will work with Advertiser to display the advertisement in a comparable place on the Web Site. Without limiting the generality of the foregoing.

5. RATES AND CHARGES.

(a) Company reserves the right to increase rates at any time without prior notice, but no such increases shall be applied to distributions under this contract unless otherwise provided on the Work Order.

(b) Advertiser may contract for distribution of commercial announcements of various lengths subject to the Company's rate card and only with prior Company approval.

6. FAILURE TO DISTRIBUTE. If the Company fails to distribute any commercial announcement or program material at a scheduled time, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, mechanical or electronic breakdowns, or for any other reason, the Company shall offer Advertiser (i) comparable commercial announcement time on a substitute basis, or (ii) a reduction in the time charges equal to the amount of money proportionally assignable to such commercial announcements not distributed. Advertiser shall have the benefit of the same discounts that would have been earned if there had been no interruption or omission in the distribution.

7. INDEMNIFICATION; LIMITATION OF LIABILITY.

(a) Company shall hold Advertiser harmless against all liabilities resulting from the distribution of program material furnished by the Company; provided, however, that the Company shall not be responsible for any liabilities arising out of the content of program and/or commercial material provided and/or authorized by Advertiser.

(b) Advertiser shall indemnify, defend, and hold the Company harmless against all liabilities arising out of the creation and provision of, and the content of program and/or commercial material provided and/or authorized by Advertiser and a breach of this Agreement. Where Advertiser is an advertising agency, such advertising agency and the person, firm or corporation that authorizes such advertising agency to contract for the commercial announcements covered by this contract shall be jointly and severally liable for all indemnification obligations in favor of the Company hereunder.

(c) Other than as set forth in Paragraph 6 above, and notwithstanding anything in this contract to the contrary, the sole remedies available to Advertiser for a breach of this contract or for any other claims arising out of the negotiation or performance of this contract or out of the distribution of program and/or commercial announcements provided by Advertiser shall be: (i) substitute distribution of commercial announcements or program material as set forth in paragraph 6; or (ii) a refund of amounts paid by Advertiser for the unfulfilled portion of this contract.

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, GOOD WILL, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS CONTRACT OR BE SUBJECT TO EQUITABLE REMEDIES OR INJUNCTIVE RELIEF.

8. WARRANTIES.

(a) Advertiser warrants and represents that all music composition, copy or other materials used in connection with the distribution of the commercial announcement does not infringe the copyright, ownership or authorship of any third party. All advertising shall be free and clear for distribution without further payment of copyright or other fees or obtaining any consents or approvals. Advertiser warrants and represents that the content of all commercial announcements complies with all federal, state, and local rules and regulations of the Federal Trade

Commission. Advertiser represents and warrants that it will not submit any advertisement for the sale, rental, or financing of a dwelling that states any preference, limitation, or discrimination on the basis of race, color, religion, gender, disability, handicap, familial status, or national origin in violation of Section 804(c) of the Fair Housing Act and other federal and state laws. (b) Company hereby disclaims any and all warranties including without limitation, any warranties of merchantability, fitness for a particular purpose or other warranties arising by usage of trade, course of dealings or course of performance. Without limiting the foregoing, Company specifically disclaims any warranties relating to the effectiveness of any advertisements distributed pursuant to this contract, does not guarantee any financial benefits to Advertiser by virtue of distributing Advertiser's commercial announcements, and does no warrant or guarantee that any web site or operation hereof will be uninterrupted or will meet Advertiser's requirements.

9. CONFIDENTIAL INFORMATION. Company and Advertiser each agree to protect all "Confidential or Proprietary Information" provided by one party to the other or obtained in the performance of this Agreement, and not to publish or disclose the other party's Confidential or Proprietary Information to any third party without the other's written permission. Company and Advertiser agree to take commercially reasonable steps to protect the other party's Confidential or Proprietary Information, which steps shall include no less than the degree and level of care that it protects its own proprietary information. Each party will identify its Confidential or Proprietary Information in writing to the other party within 14 days of disclosure, unless the material is identified as confidential or proprietary when delivered. Each of Company and Advertiser agree to use the Confidential or Proprietary Information solely for the purposes of performance under this Agreement and shall confine the knowledge of such Confidential or Proprietary Information only to its employees, agencies and other representatives requiring such knowledge and use in the ordinary course and scope of their jobs. However, the receiving party may use or disclose information that is or becomes publicly available through no act of the receiving party, is already lawfully in its possession, is required to be disclosed by law, is independently developed by it, or is lawfully obtained from third parties. Advertiser shall not issue any press releases relating to this contract. The personally identifiable information ("PII") of Company's subscribers using the VOD service and all VOD Enabled Subscriber numbers or amounts constitute "Confidential or Proprietary Information" pursuant to this paragraph. Such PII shall include, without limitation, name, address, telephone numbers, social security numbers, PIN number, credit card or bank account numbers, email addresses or billing addresses. To the extent Advertiser receives PII from or about VOD users or VOD Enabled Subscriber amounts through the performance of its obligations under this contract, Advertiser will use such information solely for purposes of responding to or fulfilling the specific customer-initiated transaction (i.e., customer request for information) through which such information was obtained. Advertiser will not retain or use such PII or VOD Enabled Subscriber amounts for any other purpose unless it receives the customer's separate prior written or electronic consent to do so. Advertiser will not disclose such to any third party without the customer's separate prior written or electronic consent. Advertiser agrees to display its privacy policy in a readily accessible and conspicuous location and to take reasonable steps to enable customers to access Advertiser's privacy policy. Advertiser agrees to comply with all applicable privacy laws.

10. General. (a) Company obligations hereunder are subject to the terms and conditions of licenses held by the parties hereto and are also subject to all federal, state, and municipal laws and regulations now enforced or which may be enacted in the future. (b) This contract, including the rights under it, may not be assigned or transferred by Advertiser without first obtaining the written consent of the Company; nor may the Company be required to distribute the commercial announcements hereunder for the benefit of any advertiser other than the party named on the Work Order. Failure of the Company or Advertiser to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision. (c) Company shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to commercial material and other property furnished by Advertiser hereunder. Company will not accept or process mail, correspondence, or telephone calls in connection with distribution of commercial announcements hereunder. (d) All production materials provided by the Company and used in program and commercial announcements are and remain the exclusive property of the Company unless specifically noted on the Work Order or in an agreement for production services between the Company and Advertiser. (e) Company shall only recognize agency commissions that conform to industry standards and practices. (f) The number of cable homes receiving advertisements on any network is an estimate and may vary by geographic areas and other factors. Any statement of (1) the number of cable homes receiving an advertisement and (2) cable audience estimates is generated based upon a Nielsen Interconnect UE estimate and is adjusted on a pro rata basis by internal subscriber counts by zone. [See also Nielsen ViP Report]. The number of Subscribers capable of accessing the VOD Advertising Content is an estimate and may vary by the number of subscriber digital homes actually subscribing to digital cable and other factors. The information provided will be periodically updated by the Company. For more information please contact your Advertising Sales Executive. **Company may not have the capability to insert on HD simulcast networks. Audience estimates for HD programming have not been adjusted for non-insertion.** (g) This contract contains the entire agreement between the parties relating to the subject material herein contained, and no change or modification of any of its provisions shall be effective unless made in writing and signed by both parties. These Terms and Conditions apply to all Work Orders entered into by Advertiser. (h) This contract shall be interpreted, governed and construed in accordance with the laws of the State of New York without regard to its principles governing conflicts of law. All disputes, controversies or claims which relate in any way to this Agreement will be resolved by arbitration in New York, New York, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The award by the arbitrators shall be final, and may be enforced in any court having jurisdiction.

By: _____

Name: _____