

# CONTRACT



**KXAS**  
**3100 McKinnon**  
**8th Floor**  
**Dallas, TX 75201**  
**(214) 745-5555**

www.nbcdfw.com

And:

**BUYING TIME MEDIA**  
**650 MASSACHUSETTS AVE. N.W.**  
**WASHINGTON, DC 20001**  
**USA**

<u>Contract / Revision</u> 337100 /		<u>Alt Order #</u> WOC10033869
<u>Product</u> Political		
<u>Contract Dates</u> 09/25/12 - 10/01/12		<u>Estimate #</u> 2329
<u>Advertiser</u> WENDY DAVIS FOR SENATE		<u>Original Date / Revision</u> 10/04/12 / 10/04/12
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Broadcast	<u>Cash/Trade</u> Cash
<u>Station</u> KXAS	<u>Account Executive</u> Corey Lane	<u>Sales Office</u> Philadelphia NS
<u>Special Handling</u>		
<u>Demographic</u> RA35+		
<u>IDB#</u>	<u>Advertiser Code</u> 395	<u>Product Code</u> 402
<u>Agency Ref</u> 00562	<u>Advertiser Ref</u> 09576	

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
N 1	KXAS	09/25/12	10/01/12	530A -6A NBC 5 TODAY	530A-6A		:30			NM	4	\$3,420.00
		CDR										
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/25/12	10/01/12	1-111--				4	\$855.00			
N 2	KXAS	09/25/12	10/01/12	6A-7A NBC5 TODAY	6A-7A		:30			NM	4	\$5,700.00
		CDR										
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/25/12	10/01/12	1-111--				4	\$1,425.00			
N 3	KXAS	09/25/12	10/01/12	7A-9A TODAY SHOW	7A-9A		:30			NM	8	\$11,400.00
		CDR										
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/25/12	10/01/12	2-222--				8	\$1,425.00			
N 4	KXAS	10/01/12	10/01/12	9A-10A TODAY 2	9A-10A		:30			NM	1	\$350.00
		LUR										
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/25/12	10/01/12	1-----				1	\$350.00			
N 5	KXAS	09/26/12	09/28/12	10A-11A TODAY 3	10A-11A		:30			NM	3	\$450.00
		LUR										
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/25/12	10/01/12	--111--				3	\$150.00			
D 6	KXAS	09/25/12	10/01/12	NBC5 TODAY AT 11AM	11A-1130A		:30			NM	0	\$0.00
N 7	KXAS	09/26/12	09/28/12	3P-4P M-F ELLEN DEGENE	3P-4P		:30			NM	3	\$1,050.00
		LUR										
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/25/12	10/01/12	--111--				3	\$350.00			
N 8	KXAS	09/26/12	09/28/12	4P-5P NBC5 NEWS	4P-5P		:30			NM	3	\$2,565.00
		CDR										

(\* Line Transactions: N = New, E = Edited, D = Deleted)

FOR NBC & TELEMUNDO STATION CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II, which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBC/Telemundo may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above.

FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.



**KXAS**  
**3100 McKinnon**  
**8th Floor**  
**Dallas, TX 75201**  
**(214) 745-5555**

www.nbcdfw.com

<u>Contract / Revision</u>	<u>Alt Order #</u>
337100 /	WOC10033869

<u>Contract Dates</u>	<u>Product</u>	<u>Estimate #</u>
09/25/12 - 10/01/12	Political	2329

<u>Advertiser</u>	<u>Original Date / Revision</u>
WENDY DAVIS FOR SEN,	10/04/12 / 10/04/12

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/25/12	10/01/12	--111--				3	\$855.00			
N 9	KXAS	09/25/12	09/28/12	5P-530P NBC5 NEWS	5P-530P		:30			NM	3	\$3,450.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/24/12	09/30/12	--111--				3	\$1,150.00			
N 10	KXAS	09/25/12	10/01/12	5P-530P NBC5 NEWS	5P-530P		:30			NM	1	\$950.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/25/12	10/01/12	1-----				1	\$950.00			
N 11	KXAS	09/25/12	09/28/12	6P-630P NBC5 NEWS	6P-630P		:30			NM	3	\$3,450.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/24/12	09/30/12	--111--				3	\$1,150.00			
N 12	KXAS	09/25/12	10/01/12	6P-630P NBC5 NEWS	6P-630P		:30			NM	1	\$1,150.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/25/12	10/01/12	1-----				1	\$1,150.00			
D 13	KXAS	10/01/12	10/01/12	630P-7P EXTRA 1560	630P-7P		:30			NM	0	\$0.00
N 14	KXAS	09/25/12	09/28/12	10P-1035P L. NEWS 2000	10P-1035P		:30			NM	2	\$5,700.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/24/12	09/30/12	---11--				2	\$2,850.00			
N 15	KXAS	09/25/12	10/01/12	10P-1035P L. NEWS 2000	10P-1035P		:30			NM	1	\$2,470.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/25/12	10/01/12	1-----				1	\$2,470.00			
D 16	KXAS	10/01/12	10/01/12	1035P-1135P TONIGHT S	1035-1135P		:30			NM	0	\$0.00
D 17	KXAS	09/25/12	09/29/12	6A-7A SAT NBC5 NEWS	6A-7A		:30			NM	0	\$0.00
D 18	KXAS	09/25/12	09/29/12	7A-9A SAT TODAY	7A-9A		:30			NM	0	\$0.00
D 19	KXAS	09/25/12	09/29/12	6P-630P NBC5 NEWS SAT	6P-630P		:30			NM	0	\$0.00
N 20	KXAS	09/25/12	09/29/12	10P-1030P SA L NEWS	10P-1030P		:30			NM	1	\$1,525.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/24/12	09/30/12	-----1-				1	\$1,525.00			
N 21	KXAS	09/25/12	09/30/12	530A-6A CHRIS MATTHEW	530A-6A		:30			NM	1	\$50.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/24/12	09/30/12	-----1				1	\$50.00			
N 22	KXAS	09/25/12	09/30/12	6A-7A SUN NBC5 NEWS	6A-7A		:30			NM	1	\$200.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/24/12	09/30/12	-----1				1	\$200.00			

(\* Line Transactions: N = New, E = Edited, D = Deleted)

FOR NBC & TELEMUNDO STATION CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II, which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBC/Telemundo may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above.

FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.



**KXAS**  
**3100 McKinnon**  
**8th Floor**  
**Dallas, TX 75201**  
**(214) 745-5555**

www.nbcdfw.com

<u>Contract / Revision</u> 337100 /		<u>Alt Order #</u> WOC10033869
<u>Contract Dates</u> 09/25/12 - 10/01/12		<u>Product</u> Political
		<u>Estimate #</u> 2329
<u>Advertiser</u> WENDY DAVIS FOR SEN.		<u>Original Date / Revision</u> 10/04/12 / 10/04/12

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
D 23	KXAS	09/25/12	09/30/12	7A-8A SUNDAY TODAY	7A-8A		:30			NM	0	\$0.00
N 24	KXAS	09/25/12	09/30/12	8A-9A SUN NBC5 NEWS	8A-9A		:30			NM	1	\$300.00
	LUR	<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/24/12	09/30/12	-----1				1	\$300.00			
N 25	KXAS	09/25/12	09/30/12	9A-10A MEET THE PRESS	9A-10A		:30			NM	1	\$1,500.00
	LUR	<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/24/12	09/30/12	-----1				1	\$1,500.00			
D 26	KXAS	09/25/12	09/30/12	NFL REGUL SEAS NON-LO(715P-1030P			:30			NM	0	\$0.00
D 27	KXAS	10/01/12	10/01/12	5A-530A NBC5 TODAY	5A-530A		:30			NM	0	\$0.00
N 28	KXAS	09/26/12	10/01/12	1P-2P DAYS OF OUR LIVES	1P-2P		:30			NM	4	\$900.00
	LUR	<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/25/12	10/01/12	1-111--				4	\$225.00			
D 29	KXAS	10/01/12	10/01/12	3P-4P M-F ELLEN DEGENERES	3P-4P	M-----	:30	1	\$400.00	NM	0	\$0.00
D 30	KXAS	10/01/12	10/01/12	4P-5P NBC5 NEWS	4P-5P	M-----	:30	1	\$665.00	NM	0	\$0.00
N 31	KXAS	09/26/12	09/28/12	5A-530A NBC5 TODAY	5A-530A	--111--	:30	3	\$200.00	NM	3	\$600.00
	LUR	<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/25/12	10/01/12	1-----				1	\$250.00			
N 37	KXAS	09/25/12	10/01/12	5A-530A NBC5 TODAY	5A-530A		:30			NM	1	\$250.00
	LUR	<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/25/12	10/01/12	1-----				1	\$250.00			
N 38	KXAS	09/25/12	09/28/12	9A-10A TODAY 2	9A-10A		:30			NM	3	\$1,425.00
	CDR	<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/24/12	09/30/12	--111--				3	\$475.00			
D 39	KXAS	09/25/12	10/01/12	10A-11A TODAY 3	10A-11A		:30			NM	0	\$0.00
N 40	KXAS	09/25/12	10/01/12	3P-4P M-F ELLEN DEGENERES	3P-4P		:30			NM	1	\$400.00
	LUR	<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/25/12	10/01/12	1-----				1	\$400.00			
N 41	KXAS	09/25/12	10/01/12	4P-5P NBC5 NEWS	4P-5P		:30			NM	1	\$665.00
	CDR	<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/25/12	10/01/12	1-----				1	\$665.00			
N 42	KXAS	09/25/12	10/01/12	630P-7P EXTRA 1560	630P-7P		:30			NM	1	\$800.00
	LUR	<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/25/12	10/01/12	1-----				1	\$800.00			
N 43	KXAS	09/25/12	10/01/12	1035P-1135P TONIGHT S	1035-1135P		:30			NM	1	\$650.00
	LUR	<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			

(\* Line Transactions: N = New, E = Edited, D = Deleted)

FOR NBC & TELEMUNDO STATION CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II, which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBC/Telemundo may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above.

FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.



**KXAS**  
**3100 McKinnon**  
**8th Floor**  
**Dallas, TX 75201**  
**(214) 745-5555**

www.nbcdfw.com

<u>Contract / Revision</u> 337100 /		<u>Alt Order #</u> WOC10033869
<u>Contract Dates</u> 09/25/12 - 10/01/12		<u>Product</u> Political
		<u>Estimate #</u> 2329
<u>Advertiser</u> WENDY DAVIS FOR SEN,		<u>Original Date / Revision</u> 10/04/12 / 10/04/12

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/25/12	10/01/12	1-----				1	\$650.00			
N 44	KXAS	09/25/12	09/27/12	TH9-10P ROCK CENTER	9P-10P		:30			NM	1	\$2,800.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/24/12	09/30/12	---1---				1	\$2,800.00			
N 45	KXAS	09/29/12	09/29/12	6A-7A SAT NBC5 NEWS	6A-7A	-----S-	:30	1	\$380.00	NM	1	\$380.00
N 46	KXAS	09/29/12	09/29/12	7A-9A SAT TODAY	7A-9A	-----S-	:30	1	\$500.00	NM	1	\$500.00
47	KXAS	09/29/12	09/29/12	6P-630P NBC5 NEWS SAT	6P-630P	-----S-	:30	1	\$425.00	NM	0	\$0.00
<u>Spot</u>		<u>Ch</u>	<u>Date Range</u>	<u>Description</u>	<u>Start/End Time</u>	<u>Weekdays</u>	<u>Length</u>		<u>Rate</u>	<u>Type</u>		
1		KXAS	09/29/12-09/29/12	6P-630P NBC5 NEWS SAT	6P-630P	-----Sa--	:30		<del>\$425.00</del>	NM		
Unresolved DNA-SPORTS OVERRUN												
N 48	KXAS	09/30/12	09/30/12	7A-8A SUNDAY TODAY	7A-8A	-----S	:30	1	\$855.00	NM	1	\$855.00
N 49	KXAS	09/26/12	09/28/12	1035P-1135P TONIGHT S	1035-1135P	--111--	:30	3	\$1,150.00	NM	3	\$3,450.00
N 50	KXAS	09/26/12	09/28/12	630P-7P EXTRA 1560	630P-7P	--111--	:30	3	\$900.00	NM	3	\$2,700.00
N 51	KXAS	10/01/12	10/01/12	10A-11A TODAY 3	10A-11A	M-----	:30	1	\$425.00	NM	1	\$425.00
N 52	KXAS	09/27/12	10/01/12	NBC5 TODAY AT 11AM	11A-1130A		:30			NM	3	\$450.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/24/12	09/30/12	---11--				2	\$150.00			
Week:		10/01/12	10/07/12	1-----				1	\$150.00			
<b>Totals</b>											<b>71</b>	<b>\$62,930.00</b>

Time Period	# of Spots	Gross Amount	Net Amount
08/27/12 - 09/30/12	55	\$49,315.00	\$41,917.75
10/01/12 - 10/01/12	16	\$13,615.00	\$11,572.75
<b>Totals</b>	<b>71</b>	<b>\$62,930.00</b>	<b>\$53,490.50</b>

**Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

(\* Line Transactions: N = New, E = Edited, D = Deleted)

FOR NBC & TELEMUNDO STATION CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II, which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBC/Telemundo may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above.

FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.