

ADVERTISING SERVICES – TERMS AND CONDITIONS SUPPLEMENT

1. TERM.

1.1. After expiration of the initial term as stated on the Services Agreement, this Agreement shall automatically renew at the current contract rate for twelve (12) month periods unless either party terminates this Agreement by providing thirty (30) days advance written and/or verbal notice of termination to the other party prior to the expiration of the then-current term. Notwithstanding the foregoing, Cincinnati Bell reserves the right to adjust rates at any time after the expiration of the initial term upon sixty (60) days prior written notice to Customer, during which time Customer shall have the right to terminate the Agreement, without incurring termination charges, if Customer does not agree to stated rate adjustment. In the event Customer does not provide written and/or verbal notice of termination during the sixty (60) day period, Customer shall be deemed to accept the rate adjustment.

2. DEFINITIONS.

2.1. Advertising Services(s) – Promotional messaging and/or advertising placement services in connection with Cincinnati Bell's ConnectCincinnati mobile application.

3. SERVICES AND RATES.

3.1. Advertising Service will be provided as specified on the attached Services Agreement.

3.2. Customer will be responsible for all taxes, surcharges, assessments or other charges (excluding taxes based on Cincinnati Bell's net income) imposed upon or relating to the provision or use of the Advertising Service.

4. TERMS OF PAYMENT.

4.1. Customer will make payment 30 days from receipt of invoice, or as otherwise stated in the IO. Customer shall be responsible for payment of all such amounts unless placement of the Advertisement is cancelled with at least 30 days prior written notice.

5. EQUIPMENT.

5.1. Optional Bluetooth Beacon. Customer may receive a Bluetooth Low-Energy Beacon (a "Beacon") for use in connection with the ConnectCincinnati mobile application. In that event, the Beacon will be listed on the Services Agreement and will be governed by these Terms and Conditions. Customer's use of the Beacon for advertising, promotion, data gathering, or the like, will be governed by the terms of the "Advertising Services - Terms and Conditions Supplement", as revised from time to time, and by the terms of each applicable "Insertion Order" (an "IO") submitted to Cincinnati Bell by Customer. Beacon will become personal property of Customer on the conditions that: (a) Customer authorize Cincinnati Bell to install each Beacon under the terms of this Agreement; and (b) that Customer give Cincinnati Bell access during regular business hours, or at any time in the event of an emergency, to service the Beacon at Cincinnati Bell's sole discretion. Loss, theft or physical damage to the Beacon is Customer's responsibility.

5.2. Replacement of Beacon batteries. PLEASE NOTE: Beacon batteries have anticipated lifespan of 18-24 months Customer assumes all risk, liability, and responsibility for replacing batteries as needed.

6. SUBMISSION; ACCEPTANCE OF ADVERTISING.

6.1. Customer shall submit all Advertisements (as defined below) to CBT at least 10 business days prior to scheduled placement to allow CBT sufficient opportunity for review. CBT reserves the right, at its absolute discretion, and at any time, to reject, cancel or remove any Advertisement (and any URL link therein), whether or not the Advertisement has previously been accepted and/or placed by CBT.

7. GRANT OF RIGHT.

7.1. Upon submission for placement, Customer grants CBT a non-exclusive, worldwide right and license to distribute, place, reproduce, transmit, and use all creative materials, content, data and other materials supplied by or on behalf of Customer, including without limitation, text and graphics (collectively, the "Advertisement"), consistent with these terms and the terms of any IO.

8. CUSTOMER REPRESENTATIONS.

8.1. Customer represents and warrants: (i) Customer is the owner or is licensed to use all the content contained in its Advertisements, including, without limitation, (a) the names and/or pictures of persons; and (b) any copyrighted material, trademarks, service marks, logos, and/or depictions of trademarked or service marked goods or services; (ii) Customer is solely responsible for the substantive content of each Advertisement and that CBT shall have no liability for the content and claims in any Advertisement; (iii) Customer has a reasonable basis for all claims made within each Advertisement, possesses appropriate documentation to substantiate such claims and shall fulfill all commitments made in its Advertisements; (iv) The use, reproduction, distribution, transmission or display of any Advertisement and any materials to which users can link, or any products or services made available to users through the Advertisement does not and will not (a) violate any law, statute, ordinance, treaty, order, decree, regulation, or infringe any copyright, patent, trademark, or service mark, trade secret rights or any other personal, moral, contract, property or privacy right of any third party; or (b) contain or promote viruses, obscene, abusive, violent, bigoted, hate-oriented, cracking, or hacking content or conduct; and (v) Customer shall not load or in any manner facilitate the loading of any computer program onto an individual's computer in connection with any Advertisements, including without limitation cookies and/or programs commonly referred to as adware or spyware

9. TERMINATION CHARGES.

9.1. In the event that Advertising Service under this Agreement is terminated by Customer for convenience or for reasons other than Cincinnati Bell's breach of this Agreement prior to the expiration of the then-current Term, Customer will pay a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if Customer had not terminated prior to the expiration of the then-current Term.

10. GENERAL.

10.1. In the event of any inconsistency between the IO and these Terms and Conditions, the applicable IO shall control. These Terms and Conditions, together with the applicable IO and all attachments which are hereby incorporated herein by reference: (i) shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to principles of conflicts law; and (ii) shall constitute the complete and entire expression of the agreement between the parties, and shall supersede any and all other agreements, whether written or oral, between the parties. Failure by either party to enforce any provision of this IO shall not be deemed a waiver of future enforcement of that or any other provision. Customer may not resell, assign, or transfer any of its rights hereunder.