



MEDIA SERVICES TERMS AND CONDITIONS

THESE MEDIA SERVICES TERMS ("Terms") are applicable to all orders of media-enabled hardware ("Media Equipment") provided by Gilbarco, Inc. or Invenco by GVR via its third-party media provider, ("Provider"). Customers acceptance of Media Equipment shall constitute its acceptance of these Terms.

A. Site Transfer/Assignment of Order. If Customer sells or transfers ownership of any Media Equipment, Customer shall notify Gilbarco as soon as practical of the intended sale or transfer. Such notice shall include the name of the acquiring entity and the anticipated sale date. All the rights and obligations of Customer under these terms with respect to such Media Equipment shall be assigned to such third party as a condition of such sale or transfer. Subject to the other provisions hereof, these terms shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. Except as otherwise permitted herein, Customer may not assign or transfer any part of its rights or obligations under this Order without the prior written consent of Gilbarco.

B. Affiliated Companies. For the purposes of this Agreement, "Gilbarco Affiliates" means any legal entity or organization within the Mobility Technologies platform of Vontier Corporation that (1) Gilbarco directly or indirectly owns or controls, (2) directly or indirectly owns or controls Gilbarco, or (3) is under common control with Gilbarco.

C. Notices. Any notice, report, invoice or other document required or permitted to be given or made related to these terms shall be in writing and shall be delivered in the manner and to the address set forth in the applicable equipment order.

D. Consumer Content and Advertisement.

- (i) Content and Advertisement. Gilbarco shall use commercially reasonable efforts to provide Customer with the consumer content, advertisement and coupons for display on Media Equipment at the dispenser (the "Media Services") for the Service Term. Gilbarco shall have the sole discretion to determine the type and amount of consumer content, advertising content and coupons in the Media Services.
- (ii) Right to Display. Subject to this Section E, Customer hereby grants to Gilbarco the right to provide audio and video media and advertising content in the area of the fuel dispensers for the Service Term. Subject to this Section E, Gilbarco's right to provide audio and video media, advertising content and coupons in the outdoor portion of a customer site where fuel is dispensed shall be exclusive, and Customer agrees not to enter into any other agreement for, either directly or indirectly, or otherwise permit or display for the benefit of any person or entity, any form of audio or video media or advertising content or coupons in the area of the fuel dispensers at a customer site during the Service Term. For clarity, the foregoing shall not restrict Customer from placing placards in the area of the fuel dispensers that are required by Customer's fuel brand and do not obstruct the screens providing Media Services.
- (iii) Provision of Advertising Content/Opt Out. Media Services provided will consist of an audio-video loop containing ad slots (the "Advertising Content"), with content for each ad slot provided by Provider except as set forth in Section E(iv) below. Provider shall determine when Advertising Content in each audio-video loop shall be updated.
- (iv) Customer Advertising Obligations. Provider shall make available to Customer that number of guaranteed ad slots per loop for Customer-provided advertising, content or coupons ("Customer Advertising") at a Customer Site, as set forth in this Section E(iv).
 - Customer Advertising Ad Slots. Provider will make available to Customer a minimum of 1 (one) Customer ad slot per Advertising Content loop at the Customer Site for Customer provided advertising or content according to the Agreement.
 - Customer Ad Slots. Customer's ad slots must meet the following requirements: (i) each ad slot cannot exceed 8 seconds run time, and (ii) each ad slot promotional file will conform to Provider's then current content technical specifications. Customer provided advertising may be uploaded by Customer using Provider's Provider Customer Console.
 - Restrictions. Customer may not provide advertising (i) for any advertising content of branded consumer packaged goods or any nationally branded products or services or (ii) that Provider is contractually prohibited from displaying with any of its Advertising Content. However, the restriction in clause "(i)" shall not apply advertising content for private label consumer packaged goods, or advertising content for local or unpackaged goods (e.g., "store brand," locally packaged, commissary or made to order food and beverages). Provider shall timely notify Customer of such contract prohibitions and work with Customer to address any concerns.
 - Retained Revenues. The Media Services are being provided to Customer at no charge. Accordingly, Gilbarco and or Provider shall retain all revenue generated from any Advertising Content or other alternative revenue earned by Provider from Provider's provision of the Media Services to Customer for the Customer Sites ("Retained Revenue").
- (v) Data. Customer acknowledges that Provider may collect (directly or through its partners) and share with its partners, data from transactions at Customer Sites, which shall not include any data that Provider may be prohibited from collecting or sharing under applicable privacy laws, nor shall it include personally identifying information, as that term is understood under various applicable data privacy laws and regulations, or transactional data. Customer agrees that Provider and its partners may collect and use such data for legally permissible purposes. Provider will comply with all applicable laws and regulations with respect to any use, sharing and dissemination of this data. In accordance with Provider's use of data, Provider reserves the right to anonymously track and report a Customer Site's use of the Media Services. This paragraph shall survive any expiration or termination of the Order.

E. Customer Sites. Site Operation. (a) Customer shall at its sole expense at all times maintain and preserve the Media Equipment and any other equipment necessary for use of the Media Services (collectively "Customer Equipment") in good operating order, repair, and condition, ordinary wear and tear excepted, and (b) Customer shall at all times maintain a broadband connection between the Customer Equipment and Provider's media servers, where necessary. Customer shall keep the audio function on the Customer Equipment on at all times to a level normally hearable in the environment and shall not permit the screens to be obstructed. Customer may not discontinue the Media Services for a Customer Site during its Service Term except as set forth in these Terms. Customer will not interfere with Provider's provision of Advertising Content to a Customer Site during its Service Term. Breach of this section will trigger early termination fees as set forth in Section L.

F. Cloud Connectivity. Cloud connection is provided to the Customer free of charge and must remain active during term of the Media Services. It is Customer's responsibility to maintain such cloud connectivity, and Customer expressly grants Invenco by GVR and/or Provider the right to access a Customer Site in order to connect a site to the cloud and/or repair such connection. In the case of disconnection from the cloud due to the acts or omissions of Customer, Customer shall be liable to Invenco by GVR for all costs of restoring cloud connectivity necessary for the delivery of these Media Services (including, but not limited to, dispatch fees, technician labor, parts) and any revenue lost as a consequence of their disconnecting the equipment



from the cloud.

G. Site Access. Customer shall provide Gilbarco and its representatives with access to the Media Equipment at all reasonable times to enable Gilbarco to confirm the Media Equipment and Customer Equipment are in good operating condition. The foregoing shall not obligate Gilbarco to provide any services with respect to the Customer Equipment.

H. Customer Reporting Requirements. Provider is granted access and authorization to generate a report stating the number of fuel transactions at each Customer Site during each month. This report will be submitted to Provider's third party media measurement firm or as otherwise directed by Provider for the sole purpose of calculating the average media value per Customer Site per market.

I. DISCLAIMER, INDEMNITY & LIABILITY LIMITATION

(i) **DISCLAIMERS.** MEDIA SERVICES AND ALL ADVERTISING CONTENT ARE PROVIDED "AS IS", WITH ALL FAULTS AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. Provider DOES NOT WARRANT THAT THE MEDIA SERVICES WILL FUNCTION AS DESCRIBED, OR WILL BE UNINTERRUPTED OR ERROR FREE. Provider SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, WITHOUT LIMITATION POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS. NO ADVICE OR INFORMATION OBTAINED FROM Provider OR FROM ANY THIRD PARTY ABOUT THE ProviderSERVICES OR ANY ADVERTISING CONTENT SHALL BE DEEMED TO CREATE ANY WARRANTY.

(ii) **Customer Indemnity.** Subject to this Section J(iii), Customer shall, at its expense, defend any action against Gilbarco and Provider to the extent such action is based on a claim that any Customer Advertising infringes a United States copyright or trademark, or infringes any right of privacy or publicity. Customer shall pay those damages and costs awarded against Provider in such action which are specifically attributable to such claim, provided that Gilbarco and Provider notifies Customer promptly in writing of such action, Gilbarco and Provider gives Customer sole control of the defense thereof (and any negotiations for settlement or compromise thereof), and Gilbarco and Provider cooperates in the defense thereof at Customer's expense. If any Customer Advertising becomes, or in Gilbarco and Provider's opinion is likely to become, the subject of a claim of infringement, then Customer shall permit Provider to remove and not display the Customer Advertising. Customer shall have no liability to Gilbarco and Provider under this Section 4.3 or otherwise for any action or claim alleging infringement to the extent based upon any conduct involving the alteration or modification of any Customer Advertising by Gilbarco and Provider. Gilbarco and Provider shall not incur any costs or expenses for the account of Customer under or pursuant to this Section 4.3 without Customer's express prior written consent. THE FOREGOING STATES THE ENTIRE LIABILITY OF CUSTOMER FOR INFRINGEMENT CLAIMS AND ACTIONS.

J. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS (A) THE TOTAL CUMULATIVE LIABILITY OF GILBARCO, INVENCO BY GVR, OR Provider, IF ANY, ARISING OUT OF THE MEDIA SERVICES, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE), SHALL NOT EXCEED THE AGGREGATE REVENUE RECEIVED BY Provider FOR THE MEDIA SERVICES DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE INITIAL INCIDENT UNDERLYING INVENCO BY GVR OR Provider'S LIABILITY; (B) NEITHER GILBARCO, INVENCO BY GVR NOR Provider SHALL HAVE ANY LIABILITY TO CUSTOMER, CUSTOMER SITES, ITS CUSTOMERS OR THIRD PARTIES FOR ANY EXEMPLARY, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF GILBARCO, INVENCO BY GVR OR Provider HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES BASED ON STRICT LIABILITY, TORT OR WARRANTY; AND (C) NEITHER GILBARCO, INVENCO BY GVR NOR Provider SHALL HAVE ANY LIABILITY FOR ANY CLAIMS OF ANY CUSTOMER SITE REGARDING THE MEDIA SERVICES, ADVERTISING CONTENT, OR FOR CUSTOMER'S ACTS OR OMISSIONS WITH RESPECT THERETO, AND CUSTOMER SHALL INDEMNIFY AND HOLD INVENCO BY GVR AND Provider HARMLESS AGAINST ANY SUCH CLAIMS. THE LIMITATIONS ON INVENCO BY GVR AND Provider'S LIABILITY SET FORTH IN CLAUSES "(A)" AND "(C)" OF THIS SECTION SHALL NOT APPLY TO Provider'S OBLIGATIONS UNDER SECTION J(ii) ABOVE OR LIABILITY FOR DEATH, PERSONAL INJURY OF A PHYSICAL NATURE OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY Provider'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE FOREGOING STATES THE ENTIRE LIABILITY OF Provider WITH REGARD TO THE Provider AGREEMENT.

K. Waiver. Customer expressly waives any right to a trial by jury in any action or proceeding brought by Provider to enforce or defend Provider's rights and remedies under the Provider Agreement.

L. TERM AND TERMINATION.

(i) **Term for Services.** Media Services are provided for an initial term that shall begin at first deployment of media content and return of playback reporting through the Gilbarco/Invenco by GVR cloud and shall last for the period specified by the media term selected on an Media Equipment order. Media Services shall automatically renew for successive two (2) year periods unless terminated by Provider, Gilbarco/Invenco by GVR, or Customer upon sixty (60) days written notice to the other parties before the expiration of the then-current term.

(ii) **Termination for Breach.** In the event that either party shall be in default of any provisions of these Terms, the other party shall have thirty (30) days after its receipt of written notice of such default to remedy such default. If the defaulting party fails to cure such default or substantially commence curing such default within such thirty (30) day period, the non-defaulting party shall have the right to terminate the Media Services upon written notice. Provider shall have the right to terminate the Media Services immediately for breach under Section E(ii), F, or G.

(iii) **Termination for Program Changes.** Provider reserves the right to terminate the Media Services upon sixty (60) days prior written notice if Provider determines to cease providing the Media Services to its customers generally.

(iv) **Effect of Termination.** Upon any termination or expiration of the Media Services, Provider shall cease providing Media Services to Customer. Customer acknowledges that the prices charged by Gilbarco and/or Invenco by GVR for the Media Equipment and its use for use and receipt of the Media Services are reduced from standard prices because Gilbarco and/or Invenco by GVR and Provider have agreed to share the Retained Revenue from the Advertising Content to be included in the Media Services at the Customer Site(s) using the Media Equipment. As such, if the Media Services are terminated prior to the end of then-current Service Term, Customer will be required to pay Gilbarco an early termination fee per dispenser as set forth in the table below ("Termination Fee") as reasonable compensation to Gilbarco as liquidated



damages. The parties agree that such Termination Fees are a reasonable approximation of Gilbarco's damages in the event of an early termination.

Early Termination Fee For Each Individual Media Equipment					
4 Year Minimum Service Term			8 Year Minimum Service Term		
Time from Service Effective Date	Termination Fee Per Media Equipment		Time from Service Effective Date	Termination Fee Per Media Equipment	
	New Dispenser	Retrofit Kit		New Dispenser	Retrofit Kit
Through Year 1	\$4,000	\$6,000	Through Year 1	\$4,000	\$6,000
After Year 1 through Year 2	\$3,000	\$4,500	After Year 1 through Year 2	\$3,250	\$5,000
After Year 2 through Year 3	\$2,000	\$3,000	After Year 2 through Year 3	\$2,500	\$4,000
After Year 3 through Year 4	\$1,000	\$1,500	After Year 3 through Year 4	\$1,750	\$3,000
After Year 4	\$0	\$0	After Year 4 through Year 5	\$1,000	\$2,000
			After Year 5 through Year 6	\$750	\$1,500
			After Year 6 through Year 7	\$500	\$1,000
			After Year 7 through Year 8	\$250	\$500
			After Year 8	\$0	\$0

M. General. The attached Retailer Terms and Conditions are incorporated by reference. GSTV and Destination Media, Inc. are designated as third-party beneficiaries of these Media Terms. These Media Terms represent the sole Terms and Conditions relating to the subject matter hereof, and supersede all prior or contemporaneous proposals, understandings, representations, warranties, promises and other communications, whether oral or written, relating to such subject matter. Any term or condition in any order, confirmation or other document furnished by Customer, which is in any way inconsistent with or in addition to the terms and conditions set forth in these Media Services Terms is hereby expressly rejected. These Terms and Conditions shall for all purposes be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflicts of laws principles. No action, regardless of form, arising out of or in connection with these Terms and Conditions may be brought by either party more than one (1) year after the first day that the cause of action first occurred. Any modification, amendment or other change to these Terms and Conditions must be in writing and signed by duly authorized representatives of Gilbarco/Invenco by GVR and Customer. Gilbarco/Invenco by GVR shall not be responsible for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including without limitation acts or omissions of government or military authority, acts of God, shortages of materials, transportation delays, fires, floods, labor disturbances, riots or wars.

N. Waiver. A waiver of any breach or non-compliance under these Terms and Conditions shall not operate as a waiver of subsequent breach or non-compliance (whether of the same or any other nature). If one or more provisions of these Terms and Conditions are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from these Terms and Conditions, (ii) the balance of these Terms and Conditions shall be interpreted as if such provision were so excluded and (iii) the balance of these Terms and Conditions shall be enforceable in accordance with its terms.

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Retailer Terms and Conditions

1.0. TERMS AND CONDITIONS. These GSTV Services Terms apply to all orders for media and/or content services that Customer may place with GSTV or through a third party (the “**Order**”). By placing an Order for such consumer content and advertisement, Customer expressly agrees to be bound by these GSTV Services Terms. These GSTV Services Terms are available at [insert website] (the “**Site**”). These GSTV Services Terms are subject to change by GSTV without prior written notice at any time, in GSTV’s sole discretion. Any changes to the GSTV Services Terms will be in effect as of the “Last Updated Date” referenced on the Site. Customer should review these GSTV Media Services Terms before placing an Order for or including GSTV consumer content and advertisement. Customer’s continued use of the consumer content and advertisement after the “Last Updated Date” will constitute your acceptance of and agreement to such changes. All capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Order.

2.0 CONSUMER CONTENT AND ADVERTISEMENT

2.1 Content and Advertisement. GSTV shall use commercially reasonable efforts to provide Customer with the consumer content and advertisement for display on Media Equipment at the dispenser (the “**GSTV Services**”) for its Customer Sites for the Service Term. Subject to Sections 2.3 and 2.4 below, GSTV shall have the sole discretion to determine the type and amount of consumer content, advertising content and coupons in the GSTV Services.

2.2 Right to Display. Subject to this Section 2, Customer hereby grants to GSTV the right to provide audio and video media and advertising content in the area of the fuel dispensers at the Customer Sites for the Service Term applicable to each such Customer Site. Subject to this Section 2, GSTV’s right to provide audio and video media, advertising content and coupons in the outdoor portion of the Customer Site where fuel is dispensed shall be exclusive, and Customer agrees not to enter into any other agreement for, either directly or indirectly, or otherwise permit or display for the benefit of any person or entity, any form of audio or video media or advertising content or

coupons in the area of the fuel dispensers at a Customer Site during the Service Term associated with such Customer Site. For clarity, the foregoing shall not restrict Customer from placing placards in the area of the fuel dispensers that are required by Customer's fuel brand and do not obstruct the screens providing GSTV Services.

2.3 Provision of Advertising Content/Opt Out. GSTV Services provided will consist of an audio-video loop containing ad slots (the "**Advertising Content**"), with content for each ad slot provided by GSTV except as set forth in Section 2.4 below. GSTV shall determine when Advertising Content in each audio-video loop shall be updated. Customer shall have the option to "opt-out" of specific Advertising Content if Customer reasonably deems such Advertising Content (a) to be morally or ethically harmful to its business interests, or (b) to directly conflict with the brand standards of Customer's fuel brand or retail chain brand, or (c) is otherwise in violation of law or infringes a third party's intellectual property, or other privacy or personal right. To opt-out, Customer must contact GSTV directly; GSTV shall use commercially reasonable efforts to remove such Advertising Content within one (1) business day of receipt of Customer's request.

2.4 Customer Advertising. GSTV shall make available to Customer that number of guaranteed ad slots per loop for Customer-provided advertising, content or coupons ("**Customer Advertising**") at a Customer Site, as set forth in this Section 2.4.

(a) *Customer Advertising Ad Slots.* GSTV will make available to Customer a minimum of 1 (one) Customer ad slot per Advertising Content loop at the Customer Site for Customer provided advertising or content according to the Agreement.

(b) *Customer Ad Slots.* Customer's ad slots must meet the following requirements: (i) each ad slot cannot exceed 8 seconds run time, and (ii) each ad slot promotional file will conform to GSTV's then current content technical specifications.

(c) *Restrictions.* Customer may not provide advertising (i) for any advertising content of branded consumer packaged goods or any nationally branded products or services or (ii) that GSTV is contractually prohibited from displaying with any of its Advertising Content. However, the restriction in clause "(i)" shall not apply to advertising content for private label consumer packaged goods, or advertising content for local or unpackaged goods (e.g., "store brand," locally packaged, commissary or made to order food and beverages). GSTV shall timely notify Customer of such contract prohibitions and work with Customer to address any concerns.

2.5 Retained Revenues. The GSTV Services are being provided to Customer at no charge. Accordingly, GSTV shall retain all revenue generated from any Advertising

Content or other alternative revenue earned by GSTV from GSTV's provision of the GSTV Services to Customer for the Customer Sites ("**Retained Revenue**").

2.6 Data. Customer acknowledges that GSTV may collect (directly or through its partners) and share with its partners, data from transactions at Customer Sites, which shall not include any data that GSTV may be prohibited from collecting or sharing under applicable privacy laws. Customer agrees that GSTV and its partners may collect and use such data for legally permissible purposes. GSTV will comply with all applicable laws and regulations with respect to any use, sharing and dissemination of this data. In accordance with GSTV's use of data, GSTV reserves the right to anonymously track and report a Customer Site's use of the GSTV Services. This paragraph shall survive any expiration or termination of the Order.

3.0 CUSTOMER SITES

3.1 Site Operation. As between GSTV and Customer, (a) Customer shall at its sole expense at all times maintain and preserve the Media Equipment and any other equipment necessary for use of the GSTV Services (collectively "**Customer Equipment**") in good operating order, repair, and condition, ordinary wear and tear excepted, including the maintenance contracts with Gilbarco specified in the Order, and (b) Customer shall at all times maintain a broadband connection between the Customer Equipment and GSTV's media servers. Customer shall keep the audio function on the Customer Equipment on at all times to a level normally hearable in the environment and shall not permit the screens to be obstructed. Customer may not discontinue the GSTV Services for a Customer Site during its Service Term except as set forth in Section 5.0 below. Customer will not interfere with GSTV's provision of Advertising Content to a Customer Site during its Service Term. Upon breach of this Section 3.1, GSTV may immediately cease providing GSTV Services to the Customer Site and terminate the Order for that Customer Site, or may immediately cease providing GSTV Services to any affected Media Equipment and terminate such Media Equipment from the Order for the associated Customer Site.

3.2 Site Access. Customer shall provide GSTV and its representatives with access to the Media Equipment and Customer Equipment at each Customer Site at all reasonable times to enable GSTV to confirm the Media Equipment and Customer Equipment are in good operating condition. The foregoing shall not obligate GSTV to provide any services with respect to the Customer Equipment.

3.3 Customer Reporting Requirements. GSTV is granted access and authorization to generate a report stating the number of fuel transactions at each Customer Site during each month. This report will be submitted to GSTV's third party media measurement

firm or as otherwise directed by GSTV for the sole purpose of calculating the average media value per Customer Site per market. All such data will be kept strictly confidential.

4.0 DISCLAIMER, INDEMNITY & LIABILITY LIMITATION

4.1 DISCLAIMERS. THE GSTVSERVICES AND ALL ADVERTISING CONTENT ARE PROVIDED "AS IS", WITH ALL FAULTS AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. GSTV DOES NOT WARRANT THAT THE GSTV SERVICES WILL FUNCTION AS DESCRIBED, OR WILL BE UNINTERRUPTED OR ERROR FREE. GSTV SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, WITHOUT LIMITATION POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS. NO ADVICE OR INFORMATION OBTAINED FROM GSTV OR FROM ANY THIRD PARTY ABOUT THE GSTVSERVICES OR ANY ADVERTISING CONTENT SHALL BE DEEMED TO CREATE ANY WARRANTY.

4.2 GSTV Indemnity. Subject to this Section 4, GSTV shall, at its expense, defend any action against Customer to the extent such action is based on a claim that any GSTV Services provided by GSTV hereunder infringes a United States copyright or trademark, or infringes any right of privacy or publicity. GSTV shall pay those damages and costs awarded against Customer in such action which are specifically attributable to such claim, provided that Customer notifies GSTV promptly in writing of such action, Customer gives GSTV sole control of the defense thereof (and any negotiations for settlement or compromise thereof), and Customer cooperates in the defense thereof at GSTV's expense. If any GSTV Services become, or in GSTV's opinion are likely to become, the subject of a claim of infringement, then GSTV shall remove and not display such GSTV Services. GSTV shall have no liability to Customer under this Section 4.2 or otherwise for any action or claim alleging infringement to the extent based upon any conduct involving the alteration or modification of any GSTV Services by any person other than GSTV. Customer shall not incur any costs or expenses for the account of GSTV under or pursuant to this Section 4.2 without GSTV's express prior written consent. THE FOREGOING STATES THE ENTIRE LIABILITY OF GSTV FOR INFRINGEMENT CLAIMS AND ACTIONS.

4.3 Customer Indemnity. Subject to this Section 4, Customer shall, at its expense, defend any action against GSTV to the extent such action is based on a claim that any Customer Advertising infringes a United States copyright or trademark, or infringes any right of privacy or publicity. Customer shall pay those damages and costs awarded against GSTV in such action which are specifically attributable to such claim, provided

that GSTV notifies Customer promptly in writing of such action, GSTV gives Customer sole control of the defense thereof (and any negotiations for settlement or compromise thereof), and GSTV cooperates in the defense thereof at Customer's expense. If any Customer Advertising becomes, or in GSTV's opinion is likely to become, the subject of a claim of infringement, then Customer shall permit GSTV to remove and not display the Customer Advertising. Customer shall have no liability to GSTV under this Section 4.3 or otherwise for any action or claim alleging infringement to the extent based upon any conduct involving the alteration or modification of any Customer Advertising by GSTV. GSTV shall not incur any costs or expenses for the account of Customer under or pursuant to this Section 4.3 without Customer's express prior written consent. THE FOREGOING STATES THE ENTIRE LIABILITY OF CUSTOMER FOR INFRINGEMENT CLAIMS AND ACTIONS.

4.4 LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE GSTV AGREEMENT: (A) THE TOTAL CUMULATIVE LIABILITY OF GSTV, IF ANY, ARISING OUT OF THE ORDER, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE), SHALL NOT EXCEED THE AGGREGATE REVENUE RECEIVED BY GSTV FROM CUSTOMER UNDER THE GSTV AGREEMENT DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE INITIAL INCIDENT UNDERLYING GSTV'S LIABILITY; (B) GSTV SHALL HAVE NO LIABILITY TO CUSTOMER, CUSTOMER SITES, ITS CUSTOMERS OR THIRD PARTIES FOR ANY EXEMPLARY, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF GSTV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES BASED ON STRICT LIABILITY, TORT OR WARRANTY; AND (C) GSTV SHALL HAVE NO LIABILITY FOR ANY CLAIMS OF ANY CUSTOMER SITE REGARDING THE GSTV SERVICES, ADVERTISING CONTENT, OR FOR CUSTOMER'S ACTS OR OMISSIONS WITH RESPECT THERETO, AND CUSTOMER SHALL INDEMNIFY AND HOLD GSTV HARMLESS AGAINST ANY SUCH CLAIMS. THE LIMITATIONS ON GSTV'S LIABILITY SET FORTH IN CLAUSES "(A)" AND "(C)" OF THIS SECTION SHALL NOT APPLY TO GSTV'S OBLIGATIONS UNDER SECTION 4.2 ABOVE OR LIABILITY FOR DEATH, PERSONAL INJURY OF A PHYSICAL NATURE OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY GSTV'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE FOREGOING STATES THE ENTIRE LIABILITY OF GSTV WITH REGARD TO THE GSTV AGREEMENT.

4.5 Waiver. Customer expressly waives any right to a trial by jury in any action or proceeding brought by GSTV to enforce or defend GSTV's rights and remedies under the GSTV Media Services Terms.

5.0 TERMINATION

5.1 Termination for Breach. In the event that either party shall be in default of any provisions of the GSTV Media Services Terms, the other party shall have thirty (30) days after its receipt of written notice of such default to remedy such default. If the defaulting party fails to cure such default or substantially commence curing such default within such thirty (30) day period, the non-defaulting party shall have the right to terminate the GSTV Media Services Terms upon written notice. GSTV shall have the right to terminate the GSTV Media Services Terms immediately for breach under Section 2.2 or 3.1.

5.2 Termination for Program Changes. GSTV reserves the right to terminate the GSTV Media Services Terms upon sixty (60) days prior written notice if GSTV determines to cease providing the GSTV Services to its customers generally.

5.3 Effect of Termination. Upon any termination or expiration of the GSTV Media Services Terms, GSTV shall cease providing Advertising Content to Customer and all Customer Sites hereunder. Sections 2.5, 2.6, 3.3, 4, 5, and 6 shall survive any termination of the GSTV Media Services Terms.

6.0 GENERAL

6.1 General. The GSTV Media Services Terms is the final, complete and exclusive agreement between GSTV and Customer relating to the subject matter hereof, and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, promises and other communications, whether oral or written, relating to such subject matter. Any term or condition in any order, confirmation or other document furnished by Customer before or after the Effective Date, which is in any way inconsistent with or in addition to the terms and conditions set forth in the Order or these GSTV Services Terms is hereby expressly rejected. The GSTV Media Services Terms shall for all purposes be governed by and interpreted in accordance with the laws of the State of Michigan, without regard to its conflicts of laws principles. No action, regardless of form, arising out of or in connection with the GSTV Media Services Terms may be brought by either party more than one (1) year after the first day that the cause of action first occurred. GSTV shall not be responsible for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including without limitation acts or omissions of government or military authority, acts of God, shortages of materials, transportation delays, fires, floods, labor disturbances, riots or wars. The GSTV Media Services Terms may not be assigned by Customer, by operation of law or otherwise, except as set forth in the Order.

6.2 Waiver. A waiver of any breach or non-compliance under the GSTV Media Services Terms shall not operate as a waiver of subsequent breach or non-compliance (whether of the same or any other nature). If one or more provisions of the GSTV Media Services

Terms are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from the GSTV Media Services Terms, (ii) the balance of the GSTV Media Services Terms shall be interpreted as if such provision were so excluded and (iii) the balance of the GSTV Media Services Terms shall be enforceable in accordance with its terms.

6.3 Publicity. GSTV may issue a press release, or the parties may mutually agree to issue a joint press release, regarding the GSTV Media Services Terms and the transactions contemplated hereby. Customer grants to GSTV and the entities associated with GSTV for the purpose of marketing the GSTV Services a limited, non-exclusive, royalty-free license to use, display and reproduce Customer's name and trademarks solely in association with promoting the GSTV Services. Upon GSTV's reasonable request, Customer shall participate in case studies or provide testimonials regarding the GSTV Services. Except for the foregoing, neither party shall issue any press release regarding the Order nor the transactions contemplated hereby without the prior written consent of the other party.

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