



INSERTION ORDER

This Insertion Order ("IO") is entered into by and between:

MEDIA COMPANY:	
NAME:	Univision Communications Inc.
ADDRESS:	
BILLING CONTACT:	
BILLING EMAIL:	
EIN:	95-4398884

ADVERTISER:	
NAME:	
ADDRESS:	
EIN:	
AGENCY:	
NAME:	
BILLING ADDRESS:	
CONTACT NAME:	
CONTACT EMAIL:	
CONTACT PHONE:	
BILLING CONTACT:	
BILLING EMAIL:	
EIN:	

TERMS	
BILLING DATA:	
PAYMENT TERM:	
CURRENCY:	US dollars
GEOS:	
RATE:	
IMPRESSIONS:	
FORMATS:	
START / END DATE:	
ADDITIONAL REQUIREMENTS:	Demo GAR: Frequency Cap: DMA (if any): Billing/Tracking Instructions: Editorial Adjacency Restrictions:

The effective date of this IO shall be the date of the last signature below ("**Effective Date**").

This IO shall be governed by the IAB/AAAA Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 ("**IAB Terms**"), subject to the following additional terms:

- Notwithstanding anything to the contrary in the DEFINITIONS Section of the IAB Terms, for purposes of this IO, (a) the term "**Media Company Properties**" means websites, podcasts, applications, social media accounts and platforms, and other destinations specified on an IO that are owned, operated or controlled by or on behalf of Media Company, and (b) the term "**Network Properties**" means websites, podcasts, applications, social media accounts and platforms, and other destinations specified on an IO that are not owned, operated or controlled by or on behalf of Media Company, but on which Media Company has a contractual right to serve Ads.
- Media Company shall have the right to charge interest on payments not timely made in accordance with this IO at a rate equal to the lesser of (a) 1.5% per month, and (b) the highest rate allowed under applicable law, accruing from the date on which payment under the applicable invoice is due until the date on which the applicable invoiced amounts are paid. Such interest will be invoiced to Agency's billing address as set forth on this IO and will include the information specified by Agency in accordance with Section III(a) of the IAB Terms, with such invoice being payable within 30 days of receipt, subject to the first paragraph of Section III(c) of the IAB



Terms. For the avoidance of doubt, Media Company's rights under this Paragraph 2 shall be without prejudice to its rights under the last paragraph of Section III(c) of the IAB Terms.

3. The following sentence will be inserted at the end of Section IX of the IAB Terms: Media Company shall have the right to make internal use of Advertising Materials contained in an Ad that is published on one or more Sites, including for informational and illustrative purposes, and Advertiser grants Media Company all of the rights necessary for Media Company to do so.
4. Without limiting Section X(b) of the IAB Terms, Advertiser will defend, indemnify, and hold harmless Media Company and each of its Affiliates and Representatives from Losses resulting from any Claims brought by a Third Party relating to any of Advertiser's products or services, including, without limitation, any product liability claims, or in connection with any death, injury, loss or damage to Advertiser's or Agency's employees or contractors.
5. WITHOUT LIMITING SECTION XI OF THE IAB TERMS, MEDIA COMPANY'S MAXIMUM LIABILITY ARISING OUT OF THIS IO SHALL BE LIMITED TO THE TOTAL DOLLAR AMOUNT ACTUALLY PAID TO MEDIA COMPANY FOR THE PLACEMENT OF ADS HEREUNDER (OTHER THAN AMOUNTS PAID PURSUANT TO PARAGRAPH 2 OF THIS IO, IF APPLICABLE).
6. Without limiting Section XII(d) of the IAB Terms, Media Company shall own all Collected Data, which shall constitute Media Company's Confidential Information for purposes of Section XII of the Terms, provided that Media Company will not disclose any Collected Data to a third party in a manner that identifies Advertiser, the Ad or the specific campaign.
7. Without limiting Section XIV(a) of the IAB Terms, Advertiser represents and warrants that the content contained in the Ads complies with all applicable laws, regulations and judicial or administrative orders.
8. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES MADE BY MEDIA COMPANY UNDER SECTION XIV(a) OF THE IAB TERMS, MEDIA COMPANY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES RELATING TO THE SUBJECT MATTER OF THIS IO, INCLUDING ANY IMPLIED WARRANTIES THAT THE SITE(S) WILL BE AVAILABLE, UNINTERRUPTED OR ERROR FREE, ANY IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND ANY IMPLIED WARRANTIES RELATING TO THE SUCCESS OF THE CAMPAIGN TO WHICH THIS IO RELATES, AS WELL AS ANY OF THEIR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION.
9. Section XIV(d) of the IAB Terms is amended to insert "New York, without reference to its choice of law rules" in the first open space and "New York" in the second open space.
10. In the event of a conflict or inconsistency between the IAB Terms and the terms of this IO, the terms of this IO will govern, but solely with respect to this IO.

IN WITNESS WHEREOF, Media Company and Agency have agreed to this IO by their duly authorized representatives.

TelevisaUnivision Management Co.:

Advertiser (or Agency on Advertiser's Behalf):

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____