

ADAMS COUNTY, COLORADO
SECOND ADDENDUM TO
ADVERTISING SERVICES AGREEMENT
WITH COMCAST

THIS SECOND ADDENDUM TO THE SERVICE AGREEMENT ("SECOND ADDENDUM") is entered into this 9th day of March, 2014, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams Parkway, Brighton, CO 80601, hereinafter referred to as the "County," and Comcast Spotlight, located at 1899 Wynkoop St., Suite 400, Denver, Colorado, 80202, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on May 15, 2012, the County entered into an agreement with Comcast and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term for one additional year, and,

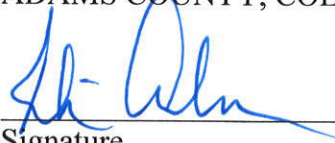
NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by both parties, the County and the Contractor agree as follows:

1. The Service Agreement is hereby amended to extend the term of the Agreement through May 15, 2015.
2. The Payment and Fee schedule shall be an amount not to exceed eighteen thousand eighty-eight dollars (\$18,088.00), paid in full by July 15, 2014, upon receipt of an invoice.
3. The 2014 air time schedule shall be in accordance with the scope of services attached as exhibit "A".
4. The Service Agreement, the First Addendum and this Second Addendum contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Any terms, conditions, or provisions of the Service Agreement, and the First Addendum that are not amended or modified by this Second Addendum shall remain in full force and effect. In the event any conflicts arise between the terms, conditions, or provisions of the Service Agreement, the First Addendum and this Second Addendum; the terms, conditions, and provisions of this Second Addendum shall control (you could use "prevail" instead of control here).
5. The Recitals contained in this Second Addendum are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
6. This Second Addendum may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
7. Nothing expressed or implied in this Second Addendum is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this Second Addendum or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Second Addendum by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.

8. If any provision of this Second Addendum is determined to be unenforceable or invalid for any reason, the remainder of the Second Addendum shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
9. Each party represents and warrants that it has the power and ability to enter into this Second Addendum, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

RICK ANDERSON, PARKS AND
COMMUNITY RESOURCES DIRECTOR
ADAMS COUNTY, COLORADO



Signature

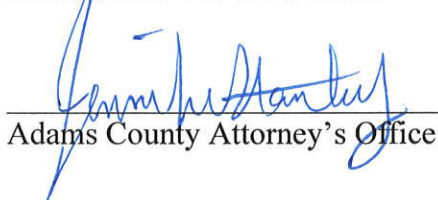
3/9/14

Date

ATTEST:
KAREN LONG

CLERK AND RECORDER

APPROVED AS TO FORM:



Adams County Attorney's Office

Deputy Clerk

COMCAST SPOTLIGHT

Maggie Murphy Acct. Mgr.

Printed Name and Title

3/5/14

Date



Signature

Exhibit A



CLIENT Adams County Fair	AGENCY In Home	ACCOUNT EXEC Murphy	SALIS MANAGER Guen	BILLING TYPE Broadcast	CO-OP No	SPONSORSH No
CLIENT ID 35	AGENCY ID	CAMPAIGN NAME		SCREENSHOT Yes	TRM #	USO #
CAMPAIGN URL www.adamscountyfair.com						TRACKER #

Month	Start Date	End Date	Ad Size	Ad Type	Website	Placement	DMA	Zone	Impressions	Gross CPM	Net CPM	Gross Cost	Net Cost
July	7/5/2014	7/5/2014	Sign In RB	Roundblock	Xinity	Sign In Page	Denver	Interconnect	140,000	\$20.00	\$17.00	\$2,800.00	\$2,380.00
July	7/5/2014	7/31/2014	Pre-roll	Pre-roll	Xinity	Home Page	Denver	Northeast	10,000	\$38.00	\$32.30	\$380.00	\$323.00
July	7/28/2014	7/31/2014	Pre-roll	Pre-roll	Xinity	Home Page	Denver	Northeast	12,285	\$38.00	\$32.30	\$466.83	\$396.81
July	7/27/2014	7/31/2014	300x250	IBV	Xinity	Home Page	Denver	Denver	430,000	\$16.00	\$16.00	\$7,200.00	\$7,200.00
August	8/1/2014	8/9/2014	300x250	IBV	Xinity	Home Page	Denver	Northeast	200,000	\$17.00	\$14.45	\$3,400.00	\$2,890.00
August	8/1/2014	8/3/2014	300x250	IBV	Xinity	Home Page	Denver	Northeast	200,000	\$17.00	\$14.45	\$3,400.00	\$2,890.00
July	7/27/2014	7/31/2014	300x250	IBV	CDE	ROS	Denver	Northeast	69,000	\$17.00	\$14.45	\$1,173.00	\$997.05
July	7/27/2014	7/31/2014	300x250	IBV	CDE	ROS	Denver	Northeast	70,000	\$17.00	\$14.45	\$1,190.00	\$1,011.50
TOTALS										1,151,285		\$20,009.83	\$18,088

We will also run a total of 200 sponsorship/bonus spots leading up to the fair on all networks in the Northern Colorado zones: Northeast, Northwest, New North

CREATIVE TITLE (N# for IBV Pre-roll)	ROTATION %	START DATE	STOP DATE

PROPOSED RATE ACCEPTANCE:
Proposed rates are valid for 5 business days from official date of proposal. Rates are subject to change beyond the 5-day proposal term.

INSERTION ORDER ACCEPTANCE:
The agreed upon and contracted rates assigned to the IO are binding and any contract alterations changes submitted after the last impression is served will subject the advertiser to rate revisions based on available inventory. If signed contract is revised and buy occurs outside dates contained within the original IO, rates can increase. If creative is delivered more than 30 days after IO start date, contract is subject to revision based on current rates and inventory availability.

HIATUS POLICY:
If banner creative is paused for more than 14 days, the contract is subject to revision based on current rates and inventory availability.

TERMS & CONDITIONS:
The Insertion Order is governed by the terms and conditions attached.

CANCELLATION AND TERMINATION:
(a) At any time prior to the serving of the first impression of the Order, Comcast may cancel the Order without penalty. (b) Upon the serving of the first impression of the Order, Comcast may cancel the Order for any reason, without penalty, by providing the Company notice of cancellation which will be effective 60 days after serving the first impression of the Order. (c) Either party may terminate an Order at any time if the other party is in material breach of its obligations hereunder, which breach is not cured within ten (10) days after written notice thereof being provided by the non-breaching party.

MAKE GOOD POLICY:
If campaign delays or service interruptions are client-sourced, Comcast will make all efforts to complete the campaign based on original campaign parameters. If campaign is to be modified (impression levels changed, flight dates changed, etc.), a replacement IO will be required and is subject to revision based on current rates and inventory availability.

AUTHORIZED SIGNATURES:

VENDOR/PUBLISHER

CLIENT

NAME

DATE

revised 2.16.08

STANDARD TERMS AND CONDITIONS FOR INTERNET ADVERTISING

The following are the terms and conditions (the "Terms and Conditions") on which Comcast Spotlight, Inc. ("Comcast") will deliver advertisements ("Ads") on one or more websites that Comcast or any of its Affiliates (as defined below) owns, operates, hosts, or distributes ads on (each a "Covered Site") pursuant to one or more insertion orders (each, an "IO") that the parties may negotiate from time-to-time. As used herein, the term "Agreement" shall mean these Terms and Conditions, together with any IO, and "Affiliates" shall mean entity that directly or indirectly controls, is controlled by, or is under common control with such party.

1. INSERTION ORDERS

(a) Each IO shall specify: (i) the name of the advertiser on whose behalf Ad(s) are being purchased (the "Advertiser"); (ii) in the event the person or entity signing the IO is an advertising agency or other representative for the Advertiser (an "Ad Representative"), the relationship between the Advertiser and such Ad Representative; (iii) the type(s) and amount(s) of inventory to be delivered (the "Deliverables"); (iv) the price(s) for such Deliverables; (v) the maximum amount of money to be spent pursuant to the IO (if any); (vi) the campaign start and end dates; (vii) the name(s) of the Covered Site(s) on which such Ad(s) will appear; and (viii) the identity of any third party ad server ("3rd Party Ad Server"), if applicable. An IO will be deemed binding only upon (i) signature by both parties or (ii) in the case of an IO signed only by Advertiser or Ad Representative (if any), the display of the first Ad impression by Comcast (unless otherwise specified in the IO). The Advertiser or Ad Representative executing the IO shall be referred to herein as the "Advertising Party".

2. AD PLACEMENT, POSITIONING, MAKEGOODS.

(a) Positioning of the Ads on any Covered Site is at the sole discretion of Comcast, except as otherwise provided in an IO.
(b) Advertising Party shall submit all Ads in accordance with the technical specifications provided by Comcast and by the stated deadline for creative submissions.
(c) If a 3rd Party Ad Server is specifically identified in an IO, Advertising Party may serve Ads through such third party ad serving system, it being agreed and acknowledged that the traffic and impressions reporting provided by Comcast (and not that of such 3rd Party Ad Server) shall control with respect to Comcast's obligations under this Agreement.

(d) Comcast may discontinue display of Ads if the total number of impressions for such specified display period is reached prior to the end of the scheduled display stop date. If there is a shortfall in delivery of impressions at the end of any specified period, Comcast will provide, as Advertiser and Ad Representative's (if any) sole remedy, "make good" impressions through comparable placements, to be delivered no later than 60 days following the applicable scheduled display stop date.

3. PAYMENT AND PAYMENT LIABILITY. The initial invoice will be sent (either via e-mail or standard mail, in Comcast's discretion) upon completion of the first month's delivery or within 30 days of completion of the IO, whichever is earlier. The Advertising Party will make payment (without offset or deduction) 30 days of the invoice date, or as otherwise stated in the IO, and the Advertiser and Ad Representative (if any) agree to pay all amounts payable under this Agreement. Amounts not timely paid as required by this Agreement will bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) until paid in full. In the event of the failure by the Advertising Party to make any such payments, Advertiser and the Ad Representative (if any) will be jointly and severally responsible for all reasonable expenses (including legal fees and other costs) incurred by Comcast in collecting such amounts. Advertiser and the Ad Representative (if any) agree that they are jointly and severally liable for all amounts due under this Agreement.

4. RIGHT TO REJECT ADS; TERMINATION.

(a) All Ad(s), including the contents thereof are subject to Comcast's approval. Comcast reserves the right to reject or cancel any Ad or IO at any time, for any reason whatsoever.
(b) In addition, either party may terminate an IO at any time if the other party is in material breach of its obligations hereunder that is not cured within 10 days after written notice thereof from the nonbreaching party, except as otherwise stated in this Agreement with regard to specific breaches.

5. FORCE MAJEURE. Excluding payment obligations, neither party will be liable for delay or default in the performance of its obligations under this Agreement if such delay or default is caused by conditions beyond its reasonable control, including but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, or labor disputes. In the event that Comcast suffers such a delay or default, the Advertiser's and Ad Representative's (if any) sole remedy shall be a pro rata reduction in the space, time and/or program charges hereunder in the amount of money assigned to the space, time and/or program charges at time of purchase.

6. AD MATERIALS. It is the Advertising Party's obligation to submit artwork, copy, or active URLs ("Ad Materials") in accordance with Comcast's then existing advertising criteria, specifications and policies (as the same may be updated by Comcast from time-to-time). If Ad Materials are late, Advertiser is still responsible for the media purchased pursuant to IO.

7. INDEMNIFICATION. Advertiser and Ad Representative (if any) agree, jointly and severally, to defend, indemnify and hold harmless Comcast, its Affiliates and their respective directors, officers, employees and agents from any and all liabilities, damages, awards, settlements, losses, claim and expenses, including reasonable attorneys' fees and costs of investigation incurred as a result of a claim, judgment or proceeding by any third party relating to or arising out of (i) any actual or alleged breach by the Advertiser or Ad Representative (if any) of any representation, warranty or other covenant in this Agreement; (ii) the content or subject matter of any Ad or Ad Materials, including but not limited to allegations that such content or subject matter violate any rights of a third party, are defamatory or obscene, or violate any law, regulation or other judicial or administrative action; or (iii) the content of any third-party website (including that of Advertiser) to which the Ad Materials link (directly or indirectly).

8. LIMITATION OF LIABILITY. Excluding the Advertiser's and Ad Representative's (if any) obligations under Section 7 or damages that result from a breach of Section 9, in no event will either party be liable for any consequential, indirect, incidental, punitive, special or exemplary damage whatsoever, including without limitation, damages for loss of profits, business interruption, loss of information and the like, incurred by the other party arising out of this Agreement, even if such party has been advised of the possibility of such damages.

9. NON-DISCLOSURE, DATA OWNERSHIP, PRIVACY AND LAWS. (a) As used herein, "Confidential Information" shall mean information provided by one party, which under the circumstances surrounding the disclosure would be reasonably deemed confidential or proprietary, and which shall include the existence of any IO and terms thereof. Confidential Information shall not be released by the receiving party to anyone except an employee, or agent who has a need to know same, and who is bound by confidentiality obligations. Neither party will use any portion of Confidential Information provided by the other party hereunder for any purpose other than those provided for under this Agreement.

(b) For purposes of this Section, the Advertiser and Ad Representative (if any) shall be considered one party. Notwithstanding anything contained herein to the contrary, the term "Confidential Information" shall not include information which: (i) was previously known to a party; (ii) was or becomes generally available to the public through no fault of the receiving party ("Recipient"); (iii) was rightfully in Recipient's possession free of any obligation of confidence at, or subsequent to, the time it was communicated to Recipient by the disclosing party ("Discloser"); (iv) was developed by employees or agents of Recipient independently of and without reference to any information communicated to Recipient by Discloser; or (v) was communicated to an unaffiliated third party free of any obligation of confidence. Notwithstanding the foregoing, either party may disclose Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law or the rules of any applicable securities exchange or as necessary to establish the rights of either party under this Agreement; provided, however, that Recipient give the Discloser reasonable notice to permit Discloser the opportunity to seek any other legal remedies to maintain the confidentiality of such Confidential Information.

(c) All personally identifiable information provided by individual web users shall be considered Comcast's Confidential Information and neither the Advertiser and Ad Representative (if any) shall have any right to acquire or use such information.

10. REPRESENTATIONS AND WARRANTIES. The Advertising Party represents and warrants that (a) it has the authority as agent to Advertiser to bind Advertiser to these Terms and Conditions and each IO; (b) Advertiser has all necessary licenses and clearances to use the content contained in their Ads and Ad Materials, and all Ad Materials do not violate any federal or state law, statute or regulation; and (c) all Ad Materials are free of viruses, bombs, bots and/or other computer programming routines that may damage or appropriate any Comcast data.

11. MISCELLANEOUS.

(a) Neither the Advertiser or Ad Representative (if any) may resell, assign or transfer any of its rights or obligations hereunder, and any attempt to resell, assign or transfer such rights or obligations without Comcast's prior written approval will be null and void. All terms and provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors and assigns.

(b) This Agreement constitutes the entire agreement of the parties with respect to the subject matter and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to the subject matter of the IO. The IO may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same document.

(c) In the event of any inconsistency between the terms of an IO and these Terms and Conditions, the terms of the IO shall prevail. This Agreement (including all IOs) shall be governed by the laws of the Commonwealth of Pennsylvania, without reference to the choice of law principles thereof. No modification of these Terms and Conditions or any IO shall be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions shall remain in full force and effect. All rights and remedies hereunder are cumulative.

(d) Any notice required to be delivered hereunder shall be delivered 3 days after deposit in U.S. mail, return receipt requested, 1 business day if sent by overnight courier service. All notices to Comcast and the Advertising Party shall be sent to the contact as noted in the IO with a copy to the General Counsel. All notices to Advertiser shall be sent to the address specified on the IO.

(e) Sections 3 and 7-11 shall survive termination or expiration of this Agreement.

I acknowledge (1) that I am the Agent for Advertiser, (2) that I have full authority to sign for and bind the Advertiser to this Insertion Order and (3) on behalf of myself and the Advertiser, I have read and agree to all of the terms and conditions, which are incorporated by reference herein, that govern this Insertion Order.

Comcast Signature

Print Name Date

Client Signature

Print Name Date