

## Standard Advertiser Terms and Conditions

These Standard Advertiser Terms and Conditions (the “**Terms**”) and any insertion order or order/confirmation form or other written contract (“**Order Form**”) signed by or accepted by the media outlet owned or operated by Sinclair, Inc. or any of its subsidiaries or affiliates (“**Sinclair**”), or for which Sinclair provides services, constitute the entire agreement (the “**Contract**”) between the entity identified in the Order Form (the “**Media Outlet**”) and the advertiser, agency and/or media placement service (collectively, “**Advertiser**”) purchasing commercial announcements, paid programming, online/web-based advertisements, mobile advertisements and/or other advertising (individually, an “**Ad**” and collectively, “**Ads**”). The term “**Insertion Order**” may be used interchangeably with Order Form. These Terms also form a part of any order for advertising in the unwired television network, Sinclair Media Networks (“**SMN**”), regional sports networks and platforms owned, operated or otherwise selected by Sinclair, and Impression-Based buy system(s) placed by an Advertiser and accepted by Sinclair. “**Media Outlet Parties**” shall mean Media Outlet and its affiliates (e.g., Compulse Integrated Marketing; Sinclair Digital), and their third-party providers where applicable.

### General Terms

**1. Term and Termination.** The term of the Contract (“**Term**”) is the period stated in the Order Form. The Term may be extended only by a written agreement executed by the parties prior to the Contract’s expiration date. Unless stated otherwise on the Order Form, either party may terminate with or without cause upon thirty (30) days written notice to the other. Either Advertiser or Media Outlet may terminate if the other party is in material breach and such breach is not cured within ten (10) days of written notice from the non-breaching party; provided, however, that Media Outlet may terminate immediately if Advertisers fails to pay any invoice when due. Upon termination, all charges for Ads that have been displayed on Media Outlet’s web site or telecast before termination shall become immediately due and payable, including interest on any sums not paid when due at a rate of 1% per month, or the maximum rate permitted by applicable law, if less. If Advertiser terminates, cancels or fails to fulfill all of its obligations, or if Media Outlet cancels or terminates for breach, Advertiser shall not receive the benefit of any previously negotiated discounts. If Media Outlet is administering a contest as part of the advertising order, the advertising order and contest are non-cancelable.

**2. Payment.** (a) Ads in Any Media. Advertiser acknowledges that certain Ads will require Advertiser to make full payment in advance. As such, Media Outlet shall invoice Advertiser in advance on a monthly basis (with payment due as set forth in the General Payment Terms below). If any federal, state or local taxes are imposed, such taxes shall be assumed and paid by Advertiser. (b) Television Ads. Media Outlet will bill Advertiser monthly using the standard broadcast month unless otherwise stated in the Order Form. Payment is due as set forth in the General Payment Terms below, except that if Advertiser does not meet credit requirements, Advertiser must pay in advance. (c) General Payment Terms. Unless otherwise set forth in the Order Form, all payments are due within thirty (30) days of receipt of the applicable invoice (whether single or recurring) and may be due in advance of the display or telecast of the Ad. Media Outlet may assess interest of 1% per month (or the highest rate permitted by law, if less) on any overdue balance. Payment by the Advertiser to its agency or media placement service, or payment by the agency to its media placement service, does not constitute payment to Media Outlet. Upon any failure by Advertiser to make payment, Advertiser is responsible for all reasonable expenses (including attorneys’ fees) incurred by Media Outlet in collection of such amounts. (d) No Setoff. Advertiser shall have no right to make any deduction from, or offset, netting or setoff against, any amounts payable by it to Media Outlet under this Agreement and all payments to Media Outlet by the Advertiser or its agency or media placement service shall be made without any such deduction, offset, netting or setoff.

**3. Rates and Acceptance.** Advertiser agrees to pay the rates and all other charges invoiced. Additional purchases of time are at rates and conditions in effect at the time of such additional purchases. In addition, the purchase by Advertiser of production services for Ads is subject to Media Outlet’s standard rates, cancellation policies and content approval process. Media Outlet may change any monthly recurring charges for online Ads upon thirty (30) days written notice to Advertiser. However, within ten (10) days of receipt of such notice, Advertiser may terminate the Contract, as of the end of the then-current month and provided Advertiser has paid all outstanding amounts, by sending written notice to Media Outlet. Except as expressly set forth in the Contract, any

extension or renewal, or acceptance of any additional order for Ads, shall be at the sole discretion of Media Outlet. Pricing for any renewal period is subject to change by Media Outlet. Acceptance of any order is contingent on final credit approval by Media Outlet.

**4. Agencies.** The entity entering into the Contract as Advertiser warrants that it is duly authorized and has the full power to bind itself and any entity on behalf of which it is acting, and agrees (a) to provide a copy of these Terms to, and verify receipt by, any entity on behalf of which it is acting and (b) to indemnify, defend and hold Media Outlet harmless from and against any and all claims, losses, damages or costs (including reasonable attorney’s fees) arising out of a breach of the foregoing warranty. Advertiser shall be solely responsible for any commission due to any agency or media placement firm. If the entity entering into the Contract is an agency or media placement service (“**Agency**”) doing so on behalf of an Advertiser, then the parties agree that the Agency will only be liable for payment for the Ads if, and to the extent, the Agency has been paid by the Advertiser and Advertiser will remain liable under the Terms and the Contract. If the Advertiser does not pay the Agency party to the Contract, such Agency shall provide Media Outlet with commercially reasonable notice thereof and agrees to provide any contact information in its actual possession with respect to such Advertiser to Sinclair or Media Outlet upon request.

**5. Advertiser Representations and Warranties.** Advertiser represents and warrants that it has the rights to publish, transmit and make copies of the contents of the Ads and all text, data, still pictures, illustrations, graphics, other visual materials and/or audio materials, trade names, trademarks, service marks and metadata that Advertiser includes within an Ad or otherwise provides to Media Outlet for incorporation into any Ads (collectively, the “**Advertiser Content**”), and any other material that Advertiser provides to Media Outlet, and to authorize, and hereby does authorize, Media Outlet to (a) edit, and authorize third parties to edit, the Ads for formatting, technical and standards purposes, including, without limitation, conversion to high definition or ultra-high definition, in Media Outlet’s sole discretion, and (b) transmit, and authorize third parties to transmit, the same anywhere throughout the world via any television broadcasting ATSC standard(s), the internet, mobile platforms, and other methods of digital distribution (e.g., ‘TV Everywhere’, ‘virtual MVPDs’, streaming and Video On Demand) without infringing any rights of any third party or violating any applicable laws, rules or regulations. Advertiser further represents and warrants that (i) all Ads and Advertiser Content comply with all applicable governmental and industry codes, rules and regulations and with Media Outlet’s commercial and program standards; (ii) the Ads and Advertiser Content contain no defamatory matter and do not violate any right of privacy or publicity, or any other proprietary or other rights of any third party; and (iii) the Ads and Advertiser Content do not give rise to any product liability or other claim.

**6. Indemnification.** (a) Advertiser agrees to indemnify, defend and hold Media Outlet, its parent, subsidiary and affiliated entities, and the respective officers, directors, shareholders, employees and vendors of each of them, harmless against any and all liability, loss or expense: (i) arising from any violations of law, claims for defamation, libel, unfair competition, unfair trade practices, deceptive advertising, violation of rights of privacy or of publicity, claims for music license fees and/or royalties (except for the performance of musical compositions licensed for broadcasting by a music licensing organization of which Media Outlet is a licensee), incremental residuals triggered by Media Outlet’s distribution

of the Ads, infringement of trademark, trade name, copyright or any other proprietary rights, or any other claims, causes of action or the like arising directly or indirectly from the telecasting, publication or other distribution in any medium of the Ads, Advertiser Content or any material furnished by Advertiser or created by Media Outlet at Advertiser's request; (ii) relating to an Advertiser's contest(s) that is not administered by the Media Outlet, and/or (iii) resulting from Advertiser's breach of any representation or warranty hereunder. Advertiser agrees to pay all costs of any such actions, including expenses and reasonable attorneys' fees for counsel of Media Outlet's selection. (b) Media Outlet agrees to indemnify and hold Advertiser harmless against all liability resulting from the telecast of (i) program material furnished by Media Outlet without creative input by Advertiser; and/or (ii) for the performance of musical compositions licensed for broadcasting by a music licensing organization of which Media Outlet is a licensee. (c) Each party shall give the other prompt notice of the assertion of any claim or the commencement of any action that may expose the other to liability.

**7. DISCLAIMER; LIMITATION OF LIABILITY.** MEDIA OUTLET MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, NONINFRINGEMENT OR TRADE USAGE. IN NO EVENT SHALL MEDIA OUTLET BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), PUNITIVE DAMAGES OR MONETARY DAMAGES OF ANY TYPE WHATSOEVER. THE AGGREGATE LIABILITY OF MEDIA OUTLET SHALL BE LIMITED TO THE AMOUNT RECEIVED BY MEDIA OUTLET UNDER THE CONTRACT, OR, IF LESS, THE AMOUNT OF MONEY ASSIGNED AND ACTUALLY RECEIVED BY MEDIA OUTLET WITH RESPECT TO THE AD(S) SUBJECT TO THE CONTROVERSY. MEDIA OUTLET SHALL NOT BE LIABLE FOR ANY LOSS, COST, DAMAGE, OR EXPENSE (INCLUDING ATTORNEYS' FEES), INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, CAUSED BY OR ARISING OUT OF, EITHER DIRECTLY OR INDIRECTLY, ANY AD OR OTHER PRODUCT DISPLAYED ON ANY WEB SITE OR MOBILE DEVICE, THE MANNER IN WHICH ANY MATERIAL IS DISPLAYED ON OR DISTRIBUTED TO WEB SITE(S) OR MOBILE DEVICES, THE FAILURE TO DISPLAY OR DELIVER ANY AD OR OTHER PRODUCT ON THE APPLICABLE WEB SITE(S) OR MOBILE DEVICES, OR ANY TECHNICAL MALFUNCTION, COMPUTER ERROR, DELIVERY FAILURE OR LOSS OF DATA OR OTHER INJURY, ARISING, DIRECTLY OR INDIRECTLY, FROM ADVERTISER'S USE OF MEDIA OUTLET'S SERVICES OR THE SERVICES OF ANY MEDIA OUTLET VENDORS. SPECIFICALLY, AND WITHOUT LIMITING THE FOREGOING, MEDIA OUTLET AND MEDIA OUTLET VENDORS DO NOT REPRESENT OR WARRANT THAT ANY AD WILL BE DISPLAYED OR OTHERWISE TRANSMITTED WITHOUT INTERRUPTION OR ERROR.

**8. Disputes.** ANY DISCREPANCY, DISPUTE OR DISAGREEMENT BY ADVERTISER WITH ANY BROADCAST, AD, PRODUCT, SERVICE OR AMOUNT CHARGED HEREUNDER (A "DISPUTE") MUST BE REPORTED TO MEDIA OUTLET IN WRITING WITHIN NINETY (90) DAYS FROM THE LAST SCHEDULED AIR DATE OR PUBLICATION DATE OF THE AD OR THE INVOICE DATE (WHICHEVER IS LATER), TIME BEING OF THE ESSENCE. ADVERTISER'S FAILURE TO DO SO SHALL CONSTITUTE A WAIVER OF ANY CLAIM BY ADVERTISER ARISING FROM THE DISPUTE.

**9. Assignability.** Advertiser may not assign the Contract without Media Outlet's prior written consent, not to be unreasonably withheld or delayed. Media Outlet may assign the Contract, without notice to Advertiser, to any entity that controls, is controlled by, or is under common control with Media Outlet or one of its affiliates, or to the purchaser of substantially all of the assets of the Media Outlet. Media Outlet may further assign without notice to Advertiser any accounts receivable, accounts and/or payment obligations arising under the Contract or Terms to an affiliate of Sinclair as part of a financing transaction or otherwise pledge, factor, transfer or sell such accounts

receivable, accounts and/or payment obligations as part of a financing transaction.

**10. Confidentiality.** Neither Media Outlet nor Advertiser shall disclose to any person or entity, directly or indirectly, without the prior approval of the other, (i) the terms of the Contract, or (ii) any other non-public information relating to the other party obtained by virtue of the Contract, except on a confidential basis to its business, legal and financial advisors or as required to be disclosed under applicable law or by legal process. Notwithstanding the foregoing (a) Media Outlet shall at all times maintain the right to disclose the terms of the Contract (1) to Media Outlet's affiliated entities and third party vendors for the purpose of performing its obligations under the Contract; (2) to clients of a media buyer or agency; (3) to any potential buyers of Media Outlet; and (4) to any third party pursuant to a subpoena, court order or similar judicial process without notice to, or consent of, Advertiser; and (b) Advertiser shall at all times maintain the right to disclose the terms of the Contract (1) to Advertiser's affiliated entities; (2) to any potential buyers of Advertiser; and (3) to any third party pursuant to a subpoena, court order or similar judicial process without notice to, or consent of, Media Outlet.

**11. Miscellaneous.** Media Outlet does not discriminate in the acceptance or placement of advertising on the basis of race, gender or ethnicity; any order for advertising which includes any restriction in the placement of the advertising based on race, gender or ethnicity will not be accepted. Media Outlet is not required to broadcast, publish or otherwise distribute an Ad for any advertiser other than the Advertiser named on the Contract, or for any product or service other than as specified on the Contract. Nothing in the Contract shall be deemed to create the relationship of partners, joint venturers, employer-employee, or franchiser-franchisee between the parties. Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party. The warranties, confidentiality and indemnification obligations, limitations of liability and ownership rights set forth herein shall survive the termination or expiration of the Contract. All notices that either party may be required or may desire to serve upon the other in connection with the Contract shall be in writing and may be served personally or by prepaid registered or certified United States mail or by private mail service (such as Federal Express or UPS), to the address of the other party on the Order Form. The Contract shall be governed by the laws of the State of Maryland (without regard to Maryland's conflict of laws provisions). All disputes, controversies or claims which relate in any way to this Contract will be resolved by arbitration in accordance with the JAMS Comprehensive Arbitration Rules and Procedures. The award by the arbitrators shall be final and may be enforced in any court having jurisdiction. Should any provision or part of any provision of the Contract be void or unenforceable, such provision, or part thereof, shall be restated to match most closely the intentions of the parties, and the remainder of the Contract shall remain in full force and effect. The Contract constitutes the entire agreement between the parties pertaining to the subject matter and supersedes all prior agreements. These Terms apply to any future internet or advertising order by Advertiser, unless a new set of Terms is posted by Media Outlet. In the event of any inconsistency between the Terms and an Order Form, the Terms control. The Contract cannot be modified except in a writing that is signed by both parties. The section headings contained in these Terms are for reference purposes only and shall not in any way affect the meaning or interpretations of these Terms. The Order Form is incorporated into the Contract by this reference. The Media Outlet's obligations under the Contract are subject to the licenses held by it and to applicable local, state and federal laws and regulations. Media Outlet makes no warranty, guarantee or representation about (a) the Media Outlet, (b) the Media Outlet's programming, (c) other advertising on the Media Outlet and the placement of the Ads in relation thereto, and (d) whether there will be any result or return from any Ads. Media Outlet has the right to change these Terms at any time and will update the "Effective Date" shown at the end of the Terms to reflect the date of the changes. If Advertiser does not agree to such changes with respect to any Contract or Order Form entered into prior to the new Effective Date, it must send written notice to Media Outlet rejecting same within thirty (30) days of the change in Effective Date, or the changes will be deemed accepted. If Advertiser provides such notice of rejection, the changes will not apply to any Contract or Order Form entered into prior to the new Effective Date. All Contracts or Order Forms entered

into after an Effective Date will be subject to the Terms in effect on the date of the Contract or Order Form.

**12. Compliance with FCPA.** Advertiser shall, and shall ensure that its subsidiaries and any directors, officers, or employees of Advertiser and its subsidiaries, any affiliates of Advertiser and its subsidiaries, and any third party agents or contractors acting on behalf of Advertiser and its subsidiaries, comply with the United States Foreign Corrupt Practices Act (including as it may be amended) (the “FCPA”), and any analogous laws or regulations concerning bribery and corruption (public and private) existing in any other country or region (collectively with the FCPA, “**Anti-Corruption Laws**”). Advertiser will not make any payment, either directly or indirectly, of money or any other thing of value, to any political party or any official or employee thereof, any campaign official, any candidate for political office, any official or employee of a government entity (including government-owned or -controlled businesses and institutions) or public international organization, or any other person or entity connected to any government entity or acting on behalf of any of the foregoing, that would constitute a violation of any law, rule or regulation, including any Anti-Corruption Laws.

**13. Compliance with OFAC.** Advertiser acknowledges that Advertiser and Sinclair are subject to the economic sanctions and export control laws of the United States, including the U.S. Export Administration Regulations (“**EAR**”) and economic sanctions regulations of the U.S. Office of Foreign Assets Control (“**OFAC**”). Advertiser affirms that it is not, nor is it owned or controlled by individuals or entities that are, the subject or target of U.S. sanctions or export restrictions. Advertiser agrees to comply with all relevant laws and will not export, re-export, or transfer items in contravention of U.S. or other applicable law. Advertiser agrees not to export, re-export, or transfer items to any restricted country or territory (including, as of the date of the Contract, Crimea, Cuba, Iran, North Korea, and Syria), entity, or person for which an export license or other governmental approval is required, unless such license or authorization has been properly obtained and Sinclair has given prior written approval. Advertiser further agrees that it will not export, re-export, or transfer goods or services for use in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons. Advertiser agrees that in the event of any action, law, regulation, decision, or executive order made by the U.S. government, its officials, or its agencies, that has the effect of prohibiting, making illegal, or subjecting to penalties the actions contemplated by this Contract, that Sinclair may, in its sole discretion, terminate the Contract and any Order Form immediately without the requirement of advance notice to Advertiser. Upon any such termination by the Sinclair pursuant to this provision, the Media Outlet will have no obligation to act under the Contract or in any manner that would violate U.S. laws, regulations, decisions, or executive orders.

#### **Additional Terms for Television**

**1. Failure to Telecast.** Media Outlet may substitute for an Ad any matter that Media Outlet deems, in its sole discretion, is of greater importance. Unless stated otherwise on the Order Form, all Ads are preemptible. In any case, all Ads are subject to these Terms. If Media Outlet does not telecast an Ad at any stipulated time, Media Outlet may telecast the Ad at a subsequent time. Media Outlet’s liability for failure to telecast shall not exceed the amount paid by Advertiser for telecast of the Ad and in no event is Advertiser entitled to monetary damages. Except as set forth in this section and Section 2, if the Ad is not telecast by Media Outlet, Advertiser is not required to pay for telecast, or is entitled to a refund of any amount already paid. For an Ad(s) that is ordered to air in the SMN and/or Impression-Based buy system(s), if said Ad airs in at least 95% of the Purchased Footprint, the Ad is deemed to have cleared and Advertiser agrees to pay in full. For purposes of this section, the “Purchased Footprint” is the aggregate demographic measurement and coverage area set forth in the Order Form (e.g., audience sold and/or guaranteed to be delivered across a certain number of Sinclair specific markets). In addition, notwithstanding anything to the contrary in this Contract, if an Ad is exhibited for at least ninety percent (90%) of the duration of the time ordered, or within five (5) minutes of a requested time, Advertiser agrees to pay in full. Upon mechanical failure,

equipment problem, utility outage, technical problem, act of God, accident, fire, flood, tornado, hurricane, lock-out, strike or other labor dispute, war, terrorist act, earthquake, explosion or any other event beyond the reasonable control of Media Outlet, Media Outlet shall not be liable for any failure to perform.

**2. Advertiser Content.** Advertiser shall furnish all Advertiser Content at Advertiser’s expense. Subject to the following sentence, Advertiser shall deliver Advertiser Content and telecast scheduling instructions to Media Outlet before the Media Outlet’s established deadlines and no less than two (2) full business days before scheduled telecast. As many as four (4) business days advance delivery may be required during periods that include nationally recognized holidays. Delivery of Advertiser Content for the SMN or Impression-Based buys must be four (4) business days before scheduled telecast. If Advertiser fails to meet these deadlines or to use the time contracted for, Media Outlet may substitute another spot/program at Advertiser’s expense and Advertiser remains liable for the full amount contracted for herein. All Ads are subject to approval (before, during or after the scheduled run of any Ads) of Media Outlet. Media Outlet may refuse at any time to telecast an Ad if Media Outlet determines, in its sole discretion, it to be illegal, unsatisfactory, unsuitable, contrary to the public interest, or contrary to its business interests. This Contract does not obligate Media Outlet to telecast any Ad or any material inconsistent with the policies or practices of Media Outlet. If any Ad is unsatisfactory, Media Outlet shall make reasonable efforts to notify Advertiser. Unless Advertiser furnishes satisfactory material 72 hours before the scheduled telecast time, Media Outlet may at its option: (i) substitute its own material, (ii) terminate this Contract, and/or (iii) hold Advertiser liable for all time reserved. Media Outlet may solicit and telecast programs or announcements that compete with Advertiser’s business, products or services. Media Outlet will not return tapes and other material unless: (i) Advertiser requested their return in the Contract, and (ii) Advertiser picks up the material at its own expense within thirty (30) days after initial receipt by Media Outlet. Otherwise, Media Outlet may dispose of all material, including materials created by Media Outlet for Advertiser. Video shot by Media Outlet for Advertiser may be used by Media Outlet in commercials or programs for other customers and will not necessarily be retained by Media Outlet unless specified in the Order Form. Advertiser represents that all material furnished to the Media Outlet (a) is closed captioned, if required by the rules and regulations of the Federal Communications Commission (“FCC”), in accordance with FCC requirements, (b) complies with all applicable local, state and federal laws and regulations, and (c) does not violate the rights of any third party.

**3. Sponsorship Identification.** This Section shall constitute notice to Advertiser of the foreign sponsorship disclosure requirements set forth in Section 73.1212 of the FCC’s rules and regulations (the “Sponsorship Identification Rules”). Subject to any disclosures made to Media Outlet pursuant to the following sentence, Advertiser warrants and represents that neither Advertiser nor, to the best of Advertiser’s knowledge, anyone involved in the production or distribution of the Advertiser Content qualifies as a “foreign governmental entity” as defined in the Sponsorship Identification Rules. Prior to Media Outlet’s established deadlines and no less than two (2) full business days before the scheduled telecast of the Advertiser Content, Advertiser shall furnish Media Outlet with all information as required by any applicable laws and regulations related to sponsorship identification, including Sections 317, 507, and 508 of the Communications Act of 1934, as amended, and the Sponsorship Identification Rules.

#### **Additional Terms for Online Ads**

**1. Online Ads.** Unless otherwise specified in the Order Form, the positioning and size of Ads is at Media Outlet Parties’ sole discretion. Unless otherwise specified in the Order Form, Media Outlet Parties make no guarantees with respect to usage statistics or levels of impressions for any Ads. Media Outlet Parties agree to use commercially reasonable efforts to fulfill the number of impressions agreed to in the Order Form. Media Outlet Parties provide Advertiser with estimated usage only as a courtesy and shall not be liable for any claims relating to such usage statistics. Media Outlet Parties reserve the right to edit, revise, reject or cancel any Ad space reservation or position commitment at any time. Advertiser may not resell, assign or transfer any of its rights under the

Contract unless agreed upon in advance by Media Outlet Parties in writing. Advertiser is responsible to provide Media Outlet Parties with accurate traffic instructions for all Ads. For standard requests, Advertiser shall provide the Advertiser Content and traffic instructions to Media Outlet Parties at least three (3) business days before the start date specified in the Order Form and, for content integration services, at least eight (8) business days before the start date specified in the Order Form (or, in either case, earlier if requested by Media Outlet Parties) or the Ad posting may be delayed by Media Outlet Parties. Advertiser agrees to monitor the Ads to ensure Media Outlet Parties is following the trafficking instructions Advertiser provided to Media Outlet Parties, and to notify Media Outlet Parties immediately of any errors.

**2. Integration Services.** All Advertiser Content used on any Media Outlet Parties' web site shall comply with Media Outlet Parties' then-current technical direction, guidelines, practices and specifications. Any such Advertiser Content will not contain any instructions, recipes or formulas that would either directly or indirectly, if implemented, result in injury to Media Outlet Parties or any third party.

**3. Creative Services/License.** If the Contract provides that Media Outlet Parties or any vendor of Media Outlet Parties will provide creative services (e.g., development of Ads), such services will be subject to availability of Media Outlet Parties creative capacity and will be provided in accordance with reasonable professional standards, but otherwise on an "as is" basis. Media Outlet Parties may incorporate Advertiser Content as well as content or functionality owned or arranged for by Media Outlet Parties in the product(s) of Media Outlet Parties' creative efforts ("**Works**"). Advertiser Content shall continue to be owned by Advertiser and/or Advertiser's licensor(s). Media Outlet Parties shall retain ownership of the Works. Media Outlet Parties hereby grants to Advertiser a license for the term of the Contract to display, reproduce, transmit, distribute and otherwise use the Works on and in connection with Advertiser's Ads on the applicable Media Outlet Parties' web sites identified in the applicable Order Form.

**4. Advertiser Content.** Advertiser will provide all Advertiser Content to Media Outlet Parties. Advertiser grants to Media Outlet Parties during the Term a non-exclusive, royalty-free, fully-paid up, worldwide right and license to distribute, transmit, publish, copy, store, reproduce, perform, exhibit, display or otherwise use (a) the Advertiser Content for the purpose of providing the Ads/Works; and (b) Advertiser's trade name and associated trademarks or service marks for purposes of registering custom URLs, purchasing keywords or otherwise engaging in search engine marketing or similar services on behalf of Advertiser. Advertiser shall submit Advertiser Content in accordance with Media Outlet Parties' policies in effect from time to time, including policies regarding format and submission deadlines. Media Outlet Parties, in their sole discretion, may refuse to include (or may remove where applicable) any Advertiser Content from the Media Outlet Parties' web site(s) and/or the Advertiser's web site, as well as reject any URL link embodied in the Advertiser Content. Any expense associated with the delivery of Advertiser Content to the Media Outlet Parties shall be the responsibility of Advertiser. Media Outlet Parties may dispose of any such materials delivered to it.

**5. Copyrights and Trademarks.** Advertiser unconditionally represents, warrants and guarantees that any elements of text, graphics, photos, designs, trademarks, and any other artwork furnished to Media Outlet Parties for inclusion in the Ads/Works are owned by Advertiser, or that Advertiser has permission from the rightful owner to use each of these elements in the Ads/Works.

**6. Links from Media Outlet Parties' Site(s).** If the Contract contemplates that Media Outlet Parties will provide links from any Media Outlet Parties' web site(s) or Ad to any third party web site, including the Advertiser's web site(s) or any other web site owned by or provided on behalf of Advertiser, Media Outlet Parties may nevertheless, in its sole discretion from time to time, eliminate or disable any link from any Media Outlet Parties' web site(s) or Ad to any such third party web site, if Media Outlet Parties deems any of the content of such web site that comes to Media Outlet Parties' attention is either inappropriate or otherwise objectionable or undesirable (whether for editorial, legal, business or other reasons).

**7. Ownership.** Media Outlet Parties own all right, title and interest (including copyright) in the Media Outlet Parties' web sites, subject to the rights, if any, of Media Outlet Parties' licensors, as well as

in any advertising material or other content that is furnished by or represents the creative effort of Media Outlet Parties. Except as provided in connection with the license granted by Media Outlet Parties herein, Advertiser shall not authorize electronic, photographic or any other reproduction of any such material for use in any medium, without Media Outlet Parties' written consent. Media Outlet Parties own all user information (including without limitation any personally identifiable transactional data, "clickstream" data or demographic information) collected by Media Outlet Parties on or through the Media Outlet Parties' web sites, including Advertiser's Ads, and Advertiser shall not obtain any rights in such information by virtue of the Contract. Advertiser shall ensure that no spyware, cookies, tracking, snooping or scripting software (e.g., Java Script) or malicious code are included with any of the Advertiser Content, nor shall Advertiser use any software to track usage or monitor an individual's usage of a web site. Media Outlet Parties shall have the right to audit the Advertiser's Content at any time for such software or code. Advertiser's use of any such software or code shall constitute a material breach of this Contract. Advertiser shall not capture, share or use any personally identifiable information from any Media Outlet Parties' web site or from any visitors to any Media Outlet Parties' web sites.

**8. Privacy.** If the Contract contemplates that Media Outlet Parties will provide to Advertiser certain technology as part of product(s)/service(s) provided by Media Outlet Parties, and that, according to applicable laws or regulations, or pursuant to Media Outlet Parties' request, the use of such technology requires a notice to users relating to privacy, then Advertiser shall provide such notice to its users as required by applicable laws or regulations, or as otherwise requested by Media Outlet Parties. Such notice will include, without limitation, identifying the general nature of such technology in Advertiser's privacy policy statement and implementing a link from Advertiser's privacy policy statement to the privacy policy statement of the third-party vendor providing such technology.

#### **Additional Terms for Other Digital Advertising and Outreach Solutions**

**1. General.** These special terms apply to digital advertising and outreach solutions such as retargeting/audience extension, over-the-top advertising ("**OTT**"), search engine marketing, geofencing, social media advertising and email marketing. Retargeting/audience extension allows for the display of an Advertiser's Ads to visitors of the Advertiser's web site when the visitors view other sites. OTT is an advanced television video ad delivery platform that enables Advertisers to target viewers through validated data targeting sets. Search engine marketing involves the promotion of Advertiser's web site by increasing its visibility in search engine results pages. Geofencing creates a virtual fence around a specific area where Advertisers can enable communications to mobile devices within the perimeter. Social media advertising facilitates the promotion of Advertiser on social media sites using the social media sites' inventory, consistent with the social media sites' guidelines. Email marketing uses electronic mail (email) to communicate messages/deliver Ads.

**2. No Warranties.** Services to be provided must be set forth in an Order Form accepted by both parties. Services are provided "as is" without any express or implied warranties. Media Outlet Parties have no direct control over third-party networks or final positioning results. Media Outlet Parties do not guarantee any particular rankings within any search engine listings, or impressions, the number of times an Ad will be displayed, social reach, click rates, page likes, video views or engagement rate. Media Outlet Parties aims to achieve optimal placement but search engines may do some or all of the following: drop URLs without notice; index some pages of a site but not others; not accept new sites or not index new sites for long periods of time; ignore requests for updates; change the criteria for results and positioning at any time; index press releases, reseller sites, news articles, investor information and other sites that reference Advertiser ahead of Advertiser's own site; etc.

**3. Creative Services/License.** If the Contract provides that Media Outlet Parties or any vendor of Media Outlet Parties will provide creative services (e.g., creation of Ads), such services will be subject to availability of Media Outlet Parties' creative capacity and will be

provided in accordance with reasonable professional standards, but otherwise on an “as is” basis. Media Outlet Parties may incorporate Advertiser Content (as well as content or functionality owned or arranged for by Media Outlet Parties) in the product(s) of Media Outlet Parties’ creative efforts (“**Works**”). Advertiser Content shall continue to be owned by Advertiser and/or Advertiser’s licensor(s). Media Outlet Parties shall retain ownership of the Works. Media Outlet Parties hereby grants to Advertiser a license for the Term to display, reproduce, transmit, distribute and otherwise use the Works on and in connection with Advertiser’s Ads on the applicable Media Outlet Parties’ web sites identified in the applicable Order Form.

**4. Advertiser Content.** Advertiser will provide all Advertiser Content to Media Outlet Parties. Advertiser grants to Media Outlet Parties, and represents and warrants that it has the right to grant, during the Term, a non-exclusive, royalty-free, fully-paid up, worldwide right and license to distribute, transmit, publish, copy, store, reproduce, perform, exhibit, display or otherwise use (a) the Advertiser Content for the purpose of providing the Ads/Works; and (b) Advertiser’s trade name and associated trademarks or service marks for purposes of registering custom URLs, purchasing keywords or otherwise engaging in search engine marketing or similar services on behalf of Advertiser. Advertiser shall submit Advertiser Content in accordance with Media Outlet Parties’ policies in effect from time to time, including policies regarding format and submission deadlines. Media Outlet Parties may refuse to include (or may remove where applicable) any Advertiser Content in their sole discretion. Any expense associated with the delivery of Advertiser Content to the Media Outlet Parties shall be the responsibility of Advertiser. Media Outlet Parties may dispose of any such materials delivered to it.

**5. Copyrights and Trademarks.** Advertiser unconditionally represents, warrants and guarantees that any elements of text, graphics, photos, designs, trademarks, and any other artwork furnished to Media Outlet Parties for inclusion in the Ads/Works are owned by Advertiser, or that Advertiser has permission from the rightful owner to use each of these elements in the Ads/Works.

**6. Content Restrictions.** Digital advertising campaigns may be subject to restricted advertising guidelines. This includes but is not limited to advertising categories such as Alcohol, Tobacco/Cigarettes/Vaping, Firearms, Adult Content, Marijuana/CBD/THC, Gambling/Casinos, Personal Loans, Healthcare/Medical, and other content that could be deemed inappropriate by Media Outlet Parties. These categories will be subject to advertising restrictions set forth by Media Outlet Parties. Upon request, Media Outlet Parties will provide Advertiser with the guidelines surrounding a particular category or advertising solution.

**7. Google Management Fees.** Google management fees for all Google marketing services used in digital advertising/outreach solutions are included in the cost listed in the Order Form. Google marketing services provided by Media Outlet Parties are subject to Google’s third-party advertising guidelines found here: <https://support.google.com/adspolicy/answer/6086450?hl=en>

**8. Facebook and Instagram Advertising.** Before an Ad can display on Facebook or Instagram, it is reviewed by Facebook or Instagram’s staff (as applicable) to make sure it adheres to Facebook’s advertising guidelines. Media Outlet Parties do not have any control over the final decision regarding whether an Ad complies with such guidelines, nor do Media Outlet Parties have any control over the length of the review process. A full list of content prohibited by Facebook and Instagram and guidelines for Ads can be found here: <https://www.facebook.com/policies/ads/#>

**9. YouTube Advertising.** All Ads on YouTube must conform with YouTube’s Community Guidelines, Technical Guidelines, and Advertising Policies found here: [https://support.google.com/youtube/answer/188570?hl=en&ref\\_topic=9257895](https://support.google.com/youtube/answer/188570?hl=en&ref_topic=9257895)

Before an Ad can display on YouTube, it is reviewed by Google staff to make sure it adheres to the above guidelines. Media Outlet Parties do not have any control over the final decision regarding whether an Ad complies with such guidelines, nor do Media Outlet Parties have any control over the length of the review process.

**10. OTT.** OTT Ad campaigns are served through an ad server(s) with targeted parameters as set forth in the Order Form. Client

acknowledges that there is no set number of times the OTT Ad will be displayed, and the Media Outlet Parties’ reporting metric(s) will be used to determine the fees due under the Order Form. Client acknowledges that requested changes to targeted parameters (including but not limited to geographical, targeting, demographic or audience segments) to campaigns that have already begun may require a new Order Form.

**11. Targeted Email Marketing.** Targeting Email Marketing (“**Email Marketing**”) allows the Advertiser to send electronic mail messages to qualified members of an opt-in database that fit the profile of an Advertiser’s most likely intended audience. Intended audiences are built through count requests based on desired demographics provided by Advertiser (“**Audience Networks**”). Media Outlet Parties do not have any direct control over Audience Networks. Advertising materials deployed in an Email Marketing campaign may be comprised of a blend of various types of media, which may include emails and sponsored emails. Media Outlet Parties do not guarantee sales as a result of Email Marketing (or any other advertising).

**12. Media Outlet Pixels.** For certain Ad campaigns, Media Outlet Parties may require Advertiser to place a single-pixel GIF (“**Pixel**”) on Advertiser’s web site to count users who have visited particular pages of Advertiser’s web site or to access certain cookies (a small entry in a text file placed on a user’s device to keep track of visited pages). Media Outlet Parties may use Pixels and other technologies to recognize which links visitors click and to track how users respond to ads placed on web sites or applications. Pixels, in combination with cookies, allow Media Outlet Parties to track the number of users who view particular pages and to fine tune the advertising messages delivered to users of the web site and application. Advertiser represents and warrants that it is the owner of the web site where the Pixel is placed, and Advertiser has permission to use the Pixel in the campaign(s). In the event Advertiser removes the Pixel from the web site or in the event of any modifications, suspension, termination, or discontinuation to the Media Outlet Parties’ services, Media Outlet Parties will not be responsible for any unfulfilled or incomplete campaigns, and makegoods will not be offered for the undelivered impressions.

**13. Advertiser Pixels.** If any Ad provided by or on behalf of Advertiser contains one or more pixels for ad impression tracking for ConnectedTVs, web attribution or other related data measurement (“**Advertiser Pixel(s)**”), then Advertiser represents and warrants that Advertiser (and any third party acting on Advertiser’s behalf) is, and will remain, in compliance with all applicable local, state and federal laws and regulations, including but not limited to all data protection and privacy laws. Further, Advertiser also represents and warrants that (a) no personal information or personally identifiable information (as such terms are defined by applicable data privacy laws) shall be collected in connection with any Advertiser Pixel(s), and (b) any data collected by the Advertiser Pixel(s) will be used solely for the purpose of measurement for the specific campaigns running on Media Outlet’s platforms. Advertiser shall indemnify and hold Media Outlet Parties harmless from and against any claims, losses, costs and any expenses arising out of or relating to any Advertiser Pixel(s) included in the Ads.

*Effective Date:  
February 14, 2024*