

**SARKES TARZIAN, INC.**

**Owner of KTVN-TV; WRCB-TV; WTTS-FM; WGCL-AM; WAJI-FM; WLDE-FM, WGBJ-FM**

**STANDARD ADVERTISING CONTRACT TERMS AND CONDITIONS &**

**MASTER SERVICES ADDENDUM for DIGITAL MARKETING**

Effective Date: December 2023

This document sets forth the Terms and Conditions (“Terms”) between Sarkes Tarzian, Inc. (“ST”) and Client as defined below with respect to the Client’s purchase of advertising inventory on ST Properties and Marketing Services, Data Insight Services. These Terms are an integral part of each Insertion Order (“IO”) as if fully set forth and incorporated therein. By submitting an IO, you represent and warrant that you agree to enter into and perform the obligations set forth in these Terms and the Master Services Addendum for Digital Services (if applicable) and your willingness to be bound by the terms set forth herein and the IO.

**1. Definitions.**

- a. Accounts means Client’s website, social media, analytics, and other accounts owned or managed by the Client that ST may have access to when providing Marketing Services requested by Client.
- b. Advertisement or Ad means any advertisement placed on a Property and all content included in the Advertisement including but not limited to photographs, audio, video, music, text, data, voices, individuals, and all other content of any kind.
- c. Client means the Person whose product or service is being promoted in the Advertisement being placed on the Property(ies).
- d. Agency/Buying Service means any Person who purchases the placement of any Advertisement on behalf of a Client for placement on the Property(ies).
- e. Client means the Client and, if applicable, any Agency/Buying Service engaged by Client, jointly and severally.
- f. Contract means any IO and these Terms and Addendum.
- g. Data Insights means ST products (i) combining ST Site Data with ST Data for attribution and attribution reporting, and/or (ii) combining Site Data, ST Data, and third-party anonymized and aggregated data in IO to create predictive audience targeting recommendations, as ordered by the Client set out in the IO.
- h. Marketing Services means certain digital marketing services provided by ST to Client as set out in the IO to facilitate the display of Advertisements on the Properties, including without limitation, website development, social media campaigns, search engine optimization,

search engine marketing, email marketing, Data Insights, reporting keyword campaigns, media buying services, and advertising design and creative services.

- i. ST Data means (i) all data generated by or gathered from the Properties pursuant to an IO, and (ii) all third-party data sources used by ST pursuant to an IO, excluding the Site Data.
  - j. IO means each and every proposal, IO confirmation, invoice, or other ordering document between ST and Client.
  - k. Page means each individual, identifiable webpage linked to the base url, domain, app, etc.
  - l. Person means an individual, group, corporation, partnership, limited liability company, association, trust, or other entity or organization including a governmental authority.
  - m. Program means any program broadcast on a Station, virtual MVPDs (“vMvPD”), MVPD channel or station stream.
  - n. Property/Properties means any platform owned, serviced, or licensed by ST and/or any of its affiliates, including but not limited to any Program, the Internet, websites, mobile applications, social media, distribution platforms, publications, any connected device or destination, and all other delivery platforms or methods of distribution, whether now known or hereafter devised, on which Client’s advertising is placed, including (i) those Properties which are not owned by ST or its affiliates but for which ST has contractual rights to sell the advertising inventory and (ii) those properties owned by third-parties for which ST and/or its affiliates buys advertising inventory on behalf of Client.
  - o. Publication Date means the date on which any Advertisement is broadcast or published on a Property.
  - p. Site Data means website visitor data collected by ST, by placing a pixel on Client’s website as part of Data Insights.
  - q. Station means any television or radio station owned by ST or one of its subsidiaries.
  - r. Works means the product(s) of ST’s Creative efforts in which ST may use Client Content pursuant to this Advertising Contract & Addendum.
2. **Contract.** The IO and these Terms represent the entire contract (“Contract”) between the parties relating to the subject matter hereof, and supersede all prior and contemporaneous agreements, negotiations, contracts, and understandings between the parties, both oral and written. Any amendment to these Terms must be in writing and signed by any ST manager. The terms of this Contract apply to the parties hereto and all of their successors or assigns. If there is any conflict between the terms of the IO and these Terms, the terms of the IO signed by the station manager

will apply. If any part of the Contract is held to be illegal, invalid or unenforceable, such term shall be excluded from the Contract and the remainder of the Contract will remain enforceable and in effect.

3. **IO and Payment.** ST reserves the right to increase or change the rates in any IO at any time for any Advertisement subject to demand and availability. In the event ST provides notice of any rate change, Client may terminate this Contract within ten (10) days of receipt of such notice. Unless otherwise stated in the IO or herein, for broadcast advertisements on its Properties, ST will bill Client monthly, and all payments are due within 30 days of receipt of each invoice. The IO invoice shall include the charges to Client for placement of Advertisement on the Property(ies). For all digital IOs, whether on ST Properties or third-party sites, ST will bill Client weekly with all payments due within 15 days of receipt of each digital invoice. Client must dispute any invoice in writing within 30 days of receipt, and any failure to do so within such 30-day period shall be deemed a waiver by Client of any claim relating to such disputed invoice. Client and Client's Agency/Buying Service, jointly and severally, are obligated to pay ST in full by the invoice due date without any deduction or right of set-off. Payment by Client to Client's Agency/Buying Service does not constitute payment to ST, and failure of Client's Agency/Buying Service to receive funds from Client does not relieve such Agency/Buying Service of its obligations to timely make all payments due. Failure to pay in accordance with these terms will result in a monthly service charge of 1.5% (or the maximum amount permitted by law) on all unpaid balances not received within 30 days (for broadcast) or 15 days (digital) from receipt of invoice. ST may terminate any IO if payment of any prior IO has not been timely made. ST, in its sole discretion, may require payment in full in advance for any IO; provided all Advertisements for political matters will require payment in full in advance. Any failure by Client to make payment when due shall render Client liable for all reasonable fees (including attorney's fees) incurred by ST for the collection of all amounts due and owed by Client.
  
4. **Placement.** ST will provide Client with the use of commercial inventory on its specified Properties as mutually agreed in the IO to which these Terms are attached. ST will have sole determination of the placement of all Advertisements within a Program or Page. Placements are not guaranteed. ST specifically disclaims any obligation: (i) to place Client's Advertisement at a specific time or place, unless specifically agreed otherwise in writing in the IO, (ii) not to schedule such Advertisement near competitive products and like advertisers, unless specifically agreed otherwise in writing in the IO and (iii) for any overlays appearing on the Advertisement (e.g., EAS notifications, viewer tools, information and actions that a viewer or third party may activate, and the like). ST does not guarantee ratings for any Advertisement unless specifically set forth in the IO and shall have no obligation to provide Client with ratings information. Client agrees that placement of any Advertisement in any Program will result in such Advertisement being displayed via multichannel video programing distributors ("MVPDs"), virtual (OTT) MVPDs, video-on-demand, mobile applications and all other platforms on which the Program is broadcast.

5. **Television Inventory Preemptions.** From time-to-time, preemptions of advertising may occur in any Program or on any Station for any reason. Client agrees that ST may replace any preempted Advertisement with a "Makegood" in similar inventory. ST's rate cards (which are subject to change) and date of IO entry will be the sole determinant of inventory clearance and preemption status. In the event ST is unable to provide a Makegood, ST may provide a credit not to exceed the amount paid by Client for such preempted Advertisement. Such credit shall be Client's sole remedy for any preemption not made good.
6. **Program Substitutions.** ST makes no representations or guarantees regarding any Program. In the event Client purchased a specific Program, ST may substitute another Program for any Program purchased by Client if such original Program is no longer available. Any such replacement Program will be of comparable quality with comparable demographics (as determined by ST in its sole discretion) and/or in the same time period and day as originally ordered.
7. **Digital Impressions.** In the event a digital IO guarantees delivery of a certain number of impressions, ST will use commercially reasonable efforts to: (i) deliver the impressions in accordance with the delivery obligations set forth in the IO and (ii) deliver the impressions starting with the start date and ending with the end date set forth in the IO. Because the estimates are forecasts, ST makes no guarantee regarding the levels of impressions for any individual Advertisement. Unless otherwise provided in the digital IO, (i) ST will maintain impression delivery statistics and Client acknowledges that impression delivery statistics provided by, or on behalf of, ST are the official and definitive measurements of ST's performance on any impression delivery obligations provided in an IO, and (ii) no other measurements or usage statistics (including those of Client or any third party) shall be accepted by ST or have any effect on an IO. In the event of the impression obligation set forth in an IO is reached prior to the end of the term of an IO, ST may cease distribution of the Advertisement. If there is a shortfall in delivery of impressions at the end of any specified period, ST may provide, as Client's sole remedy, "Makegood" impressions in the same or a comparable manner or class of time, or alternatively, ST may provide a credit.
8. **Errors and Changes.** Unless errors in the IO are brought to ST's attention within three (3) business days of acceptance, the Contract is deemed accepted as written. No verbal cancellation or changes to this Contract are permitted. Notwithstanding the forgoing, a Client may request revisions to the Publication Dates and/or substitute new creative no later than two weeks prior to each such Advertisement's Publication Date. No further changes will be accepted after such date unless otherwise agreed upon between the parties in writing (email shall suffice).
9. **Advertising Guidelines.** All Advertisements furnished by Client must conform to ST's Advertising Guidelines as well as any advertising standards or technical guidelines provided by ST to Client. Client represents and warrants that all Advertisements furnished to ST under this Contract (i) will comply with applicable federal, state and local laws, rules, regulations, guidelines and industry

standards, (ii) will contain proper sponsorship identification under the Communications Act and FCC rules, (iii) will comply with applicable rules and policies of the Federal Trade Commission and any other government agencies having jurisdiction, (iv) will be truthful, (v) will not include any Harmful Code or persistent tracking; (vi) will not promote any content that is defamatory, false, misleading or offensive; (vii) will maintain and adhere to Client's privacy policy, which will abide by applicable laws and shall include appropriate notices, disclosures, and opt out means in connection with the party's collection, sharing, use and storage of data related to end users, their computing or mobile devices, and/or their interactions with the advertising materials. "Harmful Code" means content or other material that contains software viruses, worms, Trojan Horses, time bombs, cancelbots, or other harmful computer code, files, scripts, agents, programs, or programming routines. Client agrees to furnish advertising substantiation material to ST promptly upon request.

**10. Delivery/Right of Rejection.** Client is responsible for timely furnishing, at Client's sole cost and expense, all Advertisements to ST by the deadline established. ST shall not be liable for its inability to deliver or place any Advertisement not timely received and Client will remain liable for payment of the reserved placement. ST has the right to reject any Advertisement in its sole discretion. ST will attempt to timely notify Client of such rejection. In the event ST provides a notice of rejection to Client of any Advertisement, Client is solely responsible for timely providing new creative to ST. If Client fails to timely furnish an appropriate new Advertisement, ST in its sole discretion, may schedule promotional or public service announcements in place of Client's rejected Advertisement.

**11. Intellectual Property Rights.** Client hereby represents and warrants that Client owns, controls or has obtained all intellectual property rights (including all copyrights and music licensing rights and payments therefore) in and to all Advertisements placed under this Contract and hereby grants ST without charge, the rights necessary to use all such Advertisement on any ST Property set forth in this Contract. Client further confirms that ST's use of the Advertisement will not and does not infringe upon the rights of any Person. Client hereby grants to ST worldwide, non-exclusive, royalty free right to distribute, reproduce, copy, reformat, digitize, cut, adapt, compress, transcode, display, perform and technologically manipulate an Advertisement in all cases as reasonably necessary to distribute the Advertisement, or to comply with any applicable federal, state, or local law, regulation or court IO. Each Party owns and retains all right, title and interest in and to all of its intellectual property, and no rights are granted to the other Party's intellectual property except as expressly set forth in this Agreement.

**12. Marketing Services.** Client may grant ST access to certain Client Accounts. ST shall access the Accounts to provide the Marketing Services to Client and for no other reason. ST shall treat the Accounts, including the login or access to credentials information to the Accounts, as Client's confidential information. Other Terms and Conditions related to marketing services and Data Insights are found in the Master Services Addendum for Digital Marketing (attached) and are incorporated by this reference.

**13. Site Data.** If ordered by Client as part of an IO, ST may collect Site Data to provide Data Insights or to provide the Services set out in the IO. The Parties acknowledge and agree that in collecting Site Data, ST shall act as the Service Provider/Data Processor as defined under applicable data protection legislation as it relates to the processing of any personally identifiable information (“PII”) as defined by applicable data protection legislation. Client represents and warrants that Client has provided all notices and obtained all consents required under applicable law to permit ST to provide the Services and use the PII as set out herein. ST represents and warrants that, as it relates to Site Data, including PII, it shall (i) not retain, use or disclose such data for any purpose other than for the specific purpose of providing the Data Insights or other Services to Client as set out herein; (ii) it shall not use such data for ST’s own commercial purposes except in the case where such data aggregated and anonymized so that Client and any PII cannot be identified; (iii) shall provide Client with all reasonable assistance in relation to individuals exercising their rights under applicable data protection laws; (iv) shall maintain appropriate technical and organizational measures taking into account state of the art, designed to protect against the unauthorized or unlawful access, use, disclosure or other processing of the PII; ST certifies that it understands its obligations and restrictions set out in this Section 13 and will comply with them.

**14. Confidentiality/Subpoenas.** Neither party is authorized to share details of this Contract, including without limitation specific advertising rates, proposals, insertion IOs, and targeting information, or any other non-public information relating to the other party obtained by virtue of this Contract, without express written consent of the other party. Client acknowledges and agrees that as between the parties, the personal data and any other data originating from the Properties belongs to ST and is ST’s confidential information and shall not be shared by Client with any third party. Client hereby consents to (i) ST sharing information about this Contract with any other Property owners, (ii) ST’s vendors who need to know the information for performance of the Contract, and (iii) ST’s production to any and all third parties pursuant to a subpoena or as otherwise required by applicable law.

**15. ST Data.** ST may, for its own purposes, collect, retrieve, retain, analyze, store and otherwise use certain information and/or data relating to any one or more Advertisements or associated video or other content assets, including without limitation, information or data with respect to numbers of views, viewing trends or durations, time shifting or usage statistics, impressions, clicks, or any other information or data reflecting the success, performance, response, rates or patterns of viewer behavior relating to Advertisements. All ST data shall be owned by ST and, without ST’s written consent, Client may not use such data and ST shall have no obligation to provide such data to Client. If for any reason ST does provide Client with such ST data, such data shall constitute Confidential Information. In addition, Client shall not (i) combine any ST Data received by it from ST with any other data or information; (ii) use such ST Data for any purpose other than the evaluation of Client’s advertising campaign; (iii) re-identify or attempt to re-identify an individual; or (iv) use such data for a discriminatory purpose or in a manner contrary to law. Client further agrees it will not include in its Advertisement flash cookies, HTML5 databases, local shared object or any other technology used for tracking end user behavior or

information in any manner that: (i) that stores files, code or data (collectively, "Tracking Data") on an end user's computing or mobile device in such a manner that such Tracking Data cannot be easily and readily deleted by the end user via customary means (e.g., web browser and mobile device options menus) or (ii) that, without the end user's knowledge, restores such Tracking Data after intentional deletion by end user. Except as authorized by ST in writing, Client shall not collect from mobile user devices any unique device identifiers, carrier ID numbers, or MAC addresses, created by and stored on end user devices by device manufacturers, operating system providers, or mobile carriers, which uniquely identify such devices or end users.

#### **16. Representations and Warranties.**

- a. ST and Client each represent and warrant that this Contract has been duly authorized, executed and delivered by such party and that this Contract constitutes the legal, valid and binding obligations of such party, enforceable against it in accordance with its terms.
- b. If a Agency/Buying Service is acting on behalf of a Client, Agency/Buying Service represents and warrants that it has the authority from such Client to enter into this Contract and to otherwise act as agent for such Client.
- c. Client represents and warrants that (a) if Client is an organization, it is based in the United States and is legally permitted to sponsor or pay for Advertisements in the United States, and (b) if Client is an individual, he or she is a United States citizen or a lawfully admitted permanent resident of the United States.
- d. ST hereby disclaims any and all warranties, including, without limitation, any warranties or merchantability, fitness for a particular purpose, or other warranties arising by usage of trade, course of dealings, or course of performance. Without limiting the forgoing, ST specifically disclaims any warranties relating to the effectiveness of any Advertisements distributed pursuant to this Contract and does not guarantee any financial benefits to Client by virtue of distributing the Advertisements. All reports and data provided by ST hereunder or pursuant to any IO are provided 'as-is' without any warranties or representations of any kind. ST does not warrant or guarantee customer response rates or the ability to convert responses into sales. ST does not warrant or guarantee the profile or demographics of a respondent. ST specifically disclaims and makes no representations and warranties of any kind, express or implied, regarding ratings and impression estimates.
- e. All representations and warranties (whether in this Section or otherwise located) shall survive the termination, cancellation, suspension or expiration of the Contract.

#### **17. Indemnification/Breach.**

- a. EXCEPT FOR DAMAGES ARISING OUT OF THIRD-PARTY CLAIMS, NO PARTY SHALL BE LIABLE TO THE OTHER PARTY OR FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE

DAMAGES OR LOST PROFITS ARISING OUT OF THIS CONTRACT FOR ANY REASON, EVEN IF SUCH DAMAGES ARE FORSEEABLE.

- b. ST will not be liable for any third-party websites and/or applications where Client's Advertisement may be displayed as a part of ST's buying on behalf of Client or selling on behalf of a Property owner.
- c. Client, jointly and severally, will indemnify, defend and hold harmless ST, its affiliates, officers, directors, employees, successors, and assigns from any and all claims, suits, actions, damages, liabilities, judgements, losses, assessments, interest charges, penalties, costs, and expenses (including attorney's fees and disbursements) arising out of or relating to: (i) the creation or production of Advertisements provided and/or authorized by Client; (ii) the distribution of the Advertisements, the content or subject matter of the Advertisements, the Page that the Advertisement links to, or the Advertisement material (including without limitation, any materials that infringe, misappropriate, or violate the right of any third party, intellectual property, or otherwise, violate applicable law or regulations, or give rise to any claim or cause of action or results in actual damages or losses); (iii) any breach or alleged breach by Client of this Contract or any breach of Client's representations or warranties hereunder; (iv) any third-party claims related to the use of any data provided by Client; or (v) any violation of law, including but not limited to, defamation, libel, unfair or deceptive trade practices, violation of rights to privacy and publicity, and intellectual property infringement. The forgoing representations, warranties, and indemnities shall survive the completion, cancellation, or termination of this Contract.
- d. Notwithstanding anything in this Contract to the contrary, the sole remedies available to Client for any claims arising out of: (i) a breach of this contract by ST or its affiliates; (ii) the performance of this Contract; or (iii) the distribution by ST or its affiliates of the Advertisements provided by or on behalf of Client shall be: (y) substitute distribution of Advertisements or related material at a subsequent time in the same or comparable manner; or (z) a refund of amounts paid by Client for the unfulfilled portion of this contract, in the sole discretion of ST.

**18. Governing Law and Jurisdiction.** This Agreement shall be governed by and construed under the laws of Indiana without regard to its principles of choice of law. The parties hereby irrevocably consent and submit to jurisdiction and venue in the state and federal courts located in Marion County, Indiana. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding relating to this Contract. Both parties' obligations hereunder are subject to applicable federal, state and local laws and regulations. The forgoing shall not apply to collection proceedings or to any collection agency engaged by ST related to fees and payments owed by Client under this Contract.

**19. Nondiscrimination Policy.** ST does not discriminate on the basis of race, ethnicity or gender. Any provision in any IO or contract for advertising that purports to discriminate on the basis of race, ethnicity or gender, even if handwritten, typed or otherwise made a part of a particular contract, is hereby rejected.

**20. Term/Termination.** The term of the Contract is as set forth in the IO. If an IO is extended by mutual written agreement of the parties, the term of the Contract is thereby extended. ST reserves the right to terminate, cancel or suspend this Contract or any IO at any time, for any reason. In the event of such termination, cancellation or suspension, Client shall remain obligated to pay for all portions of a Contract fulfilled prior to ST's termination, cancellation or suspension. If Client terminates, cancels, or suspends this Contract, or fails to fulfill its obligations hereunder, or if ST cancels or terminates for breach, Client shall not receive the benefits of any previously negotiated discounts.

**21. Miscellaneous.** ST's obligations hereunder are subject to all laws and regulations, now enforced or hereafter enacted. This Contract, including the rights under it, may not be resold, assigned or transferred by Client without first obtaining the written consent of ST and any such unauthorized transfer shall be null and void. Failure of ST or Client to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision. ST shall exercise normal precautions in handling property provided by Client but assumes no liability for loss or damage to any materials furnished by Client hereunder. Nothing in this Contract shall constitute a partnership or joint venture between the parties or constitute either the Client or ST as the agent of the other for any purpose whatever. The Section headings contained in these Terms are for reference purposes only and will not in any way affect the meaning or interpretation of these terms.

**SARKES TARZIAN, INC.**

**MASTER SERVICES ADDENDUM for DIGITAL MARKETING**

1. General. This is an Addendum to [ST's] Standard Advertising Terms Conditions. This Addendum contains special terms that apply to Third Party Digital Advertising and Marketing Services, including but not limited to, 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 a Client's Ads to visitors of the Client's web site when the visitors view other sites. OTT is an advanced television video ad delivery platform that enables Clients to target viewers through validated data targeting sets. Search engine marketing involves the promotion of Client's web site by increasing its visibility in search engine results pages. Geofencing creates a virtual fence around a specific area where Clients can enable targeted advertising to mobile devices within the perimeter. Social media advertising facilitates the promotion of Clients on social media sites using the social media sites' inventory, consistent with the social media sites' Terms of Use and Privacy Policies. Email marketing uses electronic mail (email) to communicate messages/deliver Ads.
2. No Warranties. Services to be provided must be set forth in an Insertion Order Form accepted by both parties. Services are provided "as is" and "as available" without any express or implied warranties to the fullest extent permitted by law. ST has no direct control over third-party vendors (hereinafter "V") or networks or final positioning results. ST and its vendors (hereinafter "ST &V") do not guarantee any particular rankings within any search engine listings, or impressions using CPM, the number of times an Ad will be displayed, social reach, click rates, page likes, video views or engagement rate. ST aims to coordinate Vendors and services 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 Client ahead of Client's own site; etc.
3. Third-party Vendor ("V") services. ST may assist with the purchase, set up and management of services offered by and performed by Vs with terms set by those providers, including various web-based services and platforms for web-based advertising. ST may assist with the

incorporation of third-party software or features into Client's website. In all such cases, these third-party services, software, features or other benefits (collectively, the "V Services") shall at all times be subject to the terms of the laws or regulations applicable to those services. ST shall have no liability to Clients in connection with V Services, including the quality of such service, any temporary or permanent interruption, outage, or unavailability of the service, or any features relating to such service, or any refusal, denial, or discontinuation of the service by such Vendor for any reason. Each V has its own Privacy Policy. All charges for V Services provided for Client benefit shall be Client's responsibility whether such charges are billed directly to Client by the V or billed to ST. All such charges billed to ST shall be paid by Client within one week after such amounts are invoiced by ST. Client waves the right to bring or participate in any class action litigation against ST & V with respect to the products or services provided in connection with ST's digital marketing services.

4. Creative Services/License. If the Contract provides that ST or V will provide creative services (e.g., creation of Ads), such services will be subject to availability of ST & V's creative capacity and will be provided in accordance with reasonable professional standards, but otherwise on an "as is" basis. ST may incorporate Client Content (as well as content or functionality owned or arranged for by ST) in the product(s) of ST's creative services ("the Work"). Client Content shall continue to be owned by Client and/or Client's licensor(s). If Client pays ST for creative services resulting in the Work, then Client shall own the Work. If ST provides the creative services free of charge, then ST shall retain ownership of the Work. ST hereby grants to Client a license for the Term to display, reproduce, transmit, distribute and otherwise use the Work on, and in connection with, Client's Ads on applicable web sites identified in the applicable Order Form.

5. Client Content. Client will provide all Client Content to ST & V and V's publishers. Client grants to ST & V, 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 Client Content for the purpose of providing the Ads and other digital services; and (b) Client'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 Client. Client shall submit Client Content in accordance with ST & V's policies in effect from time

to time, including policies regarding format and submission deadlines. ST may refuse to include (or may remove where applicable) any Client Content in their sole discretion. Any expense associated with the delivery of Client Content to the ST shall be the responsibility of Client. ST & V may dispose of any such materials delivered to it.

6. Copyrights and Trademarks. Client unconditionally represents, warrants and guarantees that any elements of text, graphics, photos, designs, trademarks, and any other artwork furnished to ST & V for inclusion in the Ads/Work is owned by Client, or that Client has permission from the rightful owner to use each of these elements in the Ads/Work.

7. Content Restrictions. Digital advertising campaigns may be subject to restricted advertising guidelines of third party vendors. Each platform has its own restrictions on product advertising, such as Alcohol, Credit, Employment, Political, Tobacco/Cigarettes/Vaping, Firearms, Adult Content, Marijuana/CBD/THC, Gambling/Casinos, Healthcare/Medical, and other content that could be deemed inappropriate. ST's properties are subject to its Advertising Guidelines. Upon request, ST will provide Client with its Advertising Guidelines related to a particular category or advertising solution.

8. Third party fees. Third-party fees, for example, Google Management fees for all Google marketing services used in digital advertising/outreach solutions are included in the cost listed in the IO Form. Google marketing services provided by ST are subject to Google's third-party advertising guidelines found here:

<https://support.google.com/adspolicy/answer/6086450?hl=en>

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

10. YouTube Advertising. All Ads on YouTube must conform with YouTube's Community Guidelines, Technical Guidelines, and Advertising Policies. Before an Ad can display on YouTube, it is reviewed by Google staff to make sure it adheres to the above guidelines. ST does not have any control over the final decision regarding whether an Ad complies with such guidelines, nor does ST have any control over the length of the review process.

11. OTT. OTT Ad campaigns are served through Ad Exchanges) with targeted parameters as set forth in the IO. Client acknowledges that there is no set number of times the OTT Ad will be displayed, and ST's reporting metric(s) will be used to determine the fees due under the IO. 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 IO. Ads are subject to guidelines set forth by Ad Exchange(s) and vary by platform.

12. Targeted Email Marketing. Targeted Email Marketing ("Email Marketing") allows the Client to send electronic mail messages to qualified members of an opt-in database that fits the profile of a Client's most likely intended audience. Intended audiences are built through count requests based on desired demographics provided by Client ("Client Audience"). ST & V do not have any direct control over Client Audience. 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. ST & V do not guarantee sales as a result of Email Marketing (or any other advertising). Ads are subject to guidelines set forth by the Email marketing provider.

13. ST Pixels. For certain Ad campaigns, ST may require Client to place a single-pixel GIF ("Pixel") on Client's web site to count users who have visited particular pages of Client'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). ST & V 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 ST & V 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. Client represents and warrants that it (or its site developer/manager/agent) is the owner of the web site where the Pixel is placed, and Client has permission to use the Pixel in the campaign(s).

In the event Client removes the Pixel from the web site or in the event of any modifications, suspension, termination, or discontinuation of ST & V's services, ST & V will not be responsible for any unfulfilled or incomplete campaigns, and makegoods will not be offered for the undelivered impressions.

14. Client Pixels. If any Ad provided by or on behalf of Client contains one or more pixels for ad impression tracking for Connected TVs, web attribution or other related data measurement ("Client Pixel(s)"), then Client represents and warrants that Client (and any third party acting on Client'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, Client 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 Client Pixel(s), and (b) any data collected by the Client Pixel(s) will be used solely for the purpose of measurement for the specific campaigns running on Media Outlet's platforms. Client shall indemnify and hold ST & V harmless from and against any claims, losses, costs and any expenses arising out of or relating to any Client Pixel(s) included in the Ads.

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

*ST has the right to change the Standard Advertising Contract and the Master Services Addendum for Digital Marketing at any time. ST will notify Client of any changes to these Terms by updating the Effective Date set forth above. If Client does not agree to such changes as with respect to any IO entered into prior to the new Effective Date, it must send written notice to ST rejecting such changes within thirty (30) days of the change in Effective Date or the changes will be deemed accepted. If Client provides such notice of rejection, the changes will not apply to any IO entered into prior to the new Effective Date. All new IOs entered into after an Effective Date will be subject to the Terms in effect on such IO Date.*

