

Standard Terms and Conditions

The advertiser, sponsor, or contributor of materials, appearance, or logo (collectively, “Contributor”) and its advertising agency or media buying service or other representative (“Agent,” and together with Contributor, “Advertiser”) and Gray Local Media, Inc., their representatives, agents, employees, successors, licensees and assigns (collectively, “Gray”) hereby agree—for good and valuable consideration herein, the receipt and sufficiency of which are hereby acknowledged—that the insertion order, agreement, or other contract (the “Agreement”) by which Gray creates, displays and broadcasts content or material for Advertiser (the “Project”) is expressly subject to the following Terms and Conditions except to the extent that Advertiser and Gray otherwise agree in writing. As used herein, “broadcast” includes transmission over FCC authorized facilities of all station(s), as well as transmission, display, or distribution of the Projects by Gray via any other means, whether now known or hereafter devised, including mobile distribution, Internet streaming, and websites.

1. **Non-Discrimination and Foreign Government Sponsorship Identification.** Gray does not discriminate in its contracts, and it will not accept contributions intended to discriminate on the basis of race or ethnicity; Advertiser affirms that nothing in this Agreement is intended to discriminate on these bases. By leasing airtime from Gray, you agree and certify that you are not a “foreign governmental entity” as defined by the U.S. Department of Justice or the U.S. Federal Communications Commission. You also certify and agree that you know of no “foreign governmental entity” in the chain of production or distribution of the content you provide Gray. Please see <https://www.fcc.gov/document/sponsorship-identification-foreign-government-programming>. **If you cannot make these certifications, please contact your Gray sales representative immediately.**

2. **Invoices and Payment.** Any invoice identifying Projects and their date and time of broadcasts, when sworn to by Gray, shall constitute an affidavit of performance or proof-of-performance. All invoices shall be deemed to be correct unless proven otherwise. Payment by Advertiser is due within 30 days after Advertiser’s receipt of invoice. If not paid when due, such amount shall bear interest at the maximum amount permitted by law. Advertiser agrees to pay all collection agency fees and expenses, and other cost of collection, including reasonable attorneys’ fees and court costs, as well any taxes imposed on the Project. If Contributor is using an Agent in connection with any contributions placed under this Agreement, Contributor and such Agent will be jointly and severally liable to Gray. In the event any Project is purchased pursuant to a cooperative advertising arrangement, the Agent will be the agent of the source of the cooperative advertising funds (“Vendor”), and Vendor shall be jointly and severally liable with Agent and the Contributor for payment in full of the entire cost of the Project within the time specified. Payment by Vendor to Agent or Contributor shall not constitute payment to Gray.

3. **Positioning; Scheduling.** Gray is not required to broadcast any Project for the benefit of any person or entity other than Advertiser. Unless otherwise set forth in the Agreement, the positioning and scheduling of Projects shall be at Gray’s discretion. Gray reserves the right to edit, reject or cancel any Projects, space or time reservation, or position commitment at any time. All Projects are at all times subordinate to applicable law and the terms, conditions and restrictions contained in agreements between Gray and (i) its applicable program suppliers (including networks, leagues, and teams), and (ii) other contributors that contracted for product and/or category exclusivity or other applicable restrictions. Gray may cancel any Project or portion(s) thereof to broadcast any program that Gray, in its sole discretion, deems to be of public importance or in the public interest. If a Project is not broadcast pursuant to this paragraph, the parties will negotiate in good faith, as Advertiser’s sole remedy, on a satisfactory “make good” that Gray would provide.

4. **Materials and Logo Release.** Gray may use any and all photographs, music, sound recordings, video clips, articles, writings, memorabilia, logos, marks, insignias, or any other materials provided pursuant to this Agreement or in connection with the Project, (“Materials”). Gray will not pay for the use of the Materials and will not pay residual or any other type of royalty in connection therewith. Gray may use the Materials, on a royalty-free basis, worldwide, on any Gray-owned website(s), subdomains, and applications as well as the web site(s), subdomains and applications of its assignees and licensees (together, the “Websites”). Advertiser represents and warrants that it is the owner and/or authorized representative of the Materials and that it has the authority to grant Gray the permission and rights herein granted, and that no one else’s permission is required. Advertiser waives any claim against Gray for Gray’s use of any Materials provided in connection with this Agreement.

5. **Provision of Materials.** Advertiser, at its expense, will provide all Materials (including scheduling instructions) necessary for Projects at least 48 hours in advance of start of the Project (exclusive of weekends and holidays) and in accordance with Gray’s then-current policies and procedures. Gray may dispose of any such Materials 30 days following the end of the Project, unless Advertiser has made acceptable prepaid return arrangements. Gray will not be responsible for any Materials not properly displayed or that cannot be accessed or viewed because the Materials were not received by Gray in the proper form, in a timely manner, or in an acceptable technical quality for distribution. Gray will not be responsible for typographical errors, incorrect insertions or omissions in the Project.

6. **Ownership and Rights.** Gray owns all right, title and interest (including, without limitation, copyright rights) in and to all material and other content that is furnished or produced by Gray hereunder. Advertiser will not reproduce, use, or authorize any reproduction or use of any such material without Gray’s prior written consent. Gray owns all right, title and interest in and to any user or usage data or information collected via or related to any of the Projects or Gray’s websites. Advertiser has no rights to any such information by virtue of this Agreement. In providing Materials to Gray for broadcast, Advertiser irrevocably grants Gray a non-exclusive, royalty-

free license to use, distribute, and sublicense such Materials on the station(s), websites, or other platforms owned and/or operated by Gray, as selected by Advertiser, including the right to authorize the distribution of broadcast signals by MVPDs on a simultaneous and non-simultaneous, on-demand basis and for Gray to stream Materials over the Internet and via mobile apps and technology now known or hereinafter developed. Advertiser represents and warrants that it controls all necessary reproduction, performance and synchronization rights to the Materials and represents that Gray’s use of the Materials does not violate any third party’s rights.

7. **Termination; Disputes.** Gray may terminate this Agreement at any time upon notice to Advertiser if Advertiser breaches any provision of this Agreement. Any such termination will not release the Advertiser from its obligation to pay amounts owed hereunder, which will become immediately due. This Agreement is not cancellable by Advertiser, unless otherwise specified on the face hereof. Any dispute by Advertiser with any service or invoice provided by Gray shall be reported to Gray in writing within 30 days from the date of invoice relating to the same, time being of the essence (but any such dispute shall not affect Advertiser’s obligation to make payment within 30 days). Failure to report any such dispute within such time shall constitute a waiver of any claim by Advertiser with respect to such dispute. A waiver by Gray of any term, condition or agreements to be performed by Advertiser or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other term, condition or agreement herein contained. No change, waiver, or discharge hereof shall be valid unless signed by an authorized representative of Gray. This Agreement shall be governed by and construed in accordance with the laws of the state of the broadcast license without regard to the conflicts of the law provisions thereof.

8. **Indemnification.** To the fullest extent permitted by applicable law, Advertiser agrees to indemnify and hold harmless Gray and its officers, directors, shareholders, employees, licensees, agents, and assigns against all liability resulting from or relating to the use or broadcast of Materials furnished by Advertiser or otherwise incurred in connection with any breach of this Agreement by Advertiser.

9. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.** GRAY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY THAT ANY PROJECT WILL BE BROADCAST WITHOUT INTERRUPTION OR ERROR. IN NO EVENT WILL GRAY BE LIABLE TO ADVERTISER FOR ANY LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY CAUSED BY OR ARISING OUT OF ANY ACTUAL OR ALLEGED BREACH BY GRAY OF THIS AGREEMENT, GRAY’S HANDLING OF ANY MATERIAL, OR THE MANNER IN WHICH ANY PROJECT IS BROADCAST, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER GRAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF GRAY WILL BE LIMITED TO, AT GRAY’S DISCRETION, EITHER: (A) THE AMOUNTS PAID TO GRAY BY ADVERTISER FOR THE RELEVANT PROJECTS, OR (B) DISTRIBUTION OF THE RELEVANT PROJECT AT A LATER TIME IN A COMPARABLE POSITION OR TIME SLOT (AS APPLICABLE).

10. **Political.** Projects subject to the FCC’s political advertising requirements will be subject to Gray’s Political Disclosure Statement (“PDS”). If the PDS conflicts with these Terms and Conditions, the PDS will control. No political candidate may appear (by voice or image) in the Project without Gray’s express written consent.

11. **Miscellaneous.** Advertiser represents and warrants that the Materials do not and will not violate any law, regulation or ordinance. Advertiser further represents and warrants that it has, and is in compliance with, the appropriate and applicable licenses to conduct its business and is otherwise in compliance with all applicable law and regulations. Advertiser will immediately inform Gray if it becomes the subject of any ruling by any authority which may be relevant to this Agreement. Advertiser may not assign or transfer any of its rights or obligations. The parties intend this Agreement to be the complete statement of the terms of their agreement. No course of prior dealing or usage of trade shall be relevant to amend or interpret this Agreement. Advertiser will not be entitled to enjoin, restrain, or otherwise interfere with the development, production, distribution or other exploitation of the Project or the rights granted to Gray herein. Neither party will be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party. The warranties, indemnification obligations, limitations of liability and ownership rights set forth herein will survive the termination or expiration of this Agreement.

12. Gray reserves the right to amend these Terms and Conditions at any time.