

## **Mission Broadcasting, Inc. Standard Advertising Terms and Conditions**

Effective April 26, 2021

This document sets forth the terms and conditions (“Terms”) between Mission Broadcasting, Inc. (“Mission”) and Client with respect to the Client’s purchase of advertising inventory on the Properties. These Terms are an integral part of each Order as if fully set forth and incorporated therein. By submitting an Order, you represent and warrant that you agree to enter into and perform the obligations set forth in these Terms and your willingness to be bound by the terms set forth herein and the Order.

### 1. Definitions.

a. Advertisement 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 and creative of any kind.

b. Advertiser means the Person whose product or service is being promoted in the Advertisement placed on the Property(ies).

c. Agency/Buying Service means any Person who purchases the placement of any Advertisement on behalf of an Advertiser for placement on the Property(ies).

d. Client means the Advertiser and, if applicable, any Agency/Buying Service engaged by Advertiser, jointly and severally.

e. Contract means any Order and these Terms.

f. Order means each and every proposal, order, confirmation, invoice or other ordering document between Mission and Client.

g. Page means each individual, identifiable webpage linked to the base url, domain, app, etc.

h. Person means an individual, group, corporation, partnership, limited liability company, association, trust or other entity or organization, including a governmental authority.

i. Program means any program broadcast on a Station or MVPD channel.

j. Property/Properties means any platform owned, serviced or used by Mission, including but not limited to any Program, the Internet, web sites, 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 Mission but for which Mission has contractual rights to sell the advertising inventory and (ii) those properties owned by third-parties for which Mission buys advertising inventory on behalf of Client.

k. Publication Date means the date on which any Advertisement is broadcast or published on a Property.

l. Station means any television station owned by Mission or one of its subsidiaries.

2. Contract. The Order and these Terms represent the entire contract (“Contract”) between the parties relating to the subject matter hereof, and supersedes 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 Mission. 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 Order and these Terms, the terms of the Order 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. Order and Payment. Mission reserves the right to increase or change the rates in any Order at any time for any Advertisement subject to demand and availability. In the event Mission provides notice of any rate change, Client may terminate this Contract within ten (10) days of receipt of such notice. Mission will bill Client monthly unless otherwise stated in the Order. The Order invoice shall

include the charges to Client for placement of the Advertisement on the Property(ies). Client must dispute any invoice in writing within 10 days of receipt, and any failure to do so within such 10-day period shall be deemed a waiver by Client of any claim relating to such disputed invoice. Advertiser and Advertiser's Agency/Buying Service, jointly and severally, are obligated to pay Mission in full within 30 days after receipt without any deduction or right of set-off. Payment by Advertiser to Advertiser's Agency/Buying Service does not constitute payment to Mission, and failure of Advertiser's Agency/Buying Service to receive funds from Advertiser does not relieve such Agency/Buying Service of its obligations to timely make all payments due. Failure to pay in accordance with these terms may 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 from receipt of invoice. Mission may terminate any Order if payment of any prior Order has not been timely made. Mission, in its sole discretion, may require payment in full in advance for any Order; 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 attorneys' fees) incurred by Mission for the collection of all amounts due and owing by Client.

4. Placement. Mission will provide Client with the use of commercial inventory on its specified Properties as mutually agreed in the Order to which these Terms are attached. Mission will have sole determination of the placement of all Advertisements within a Program or Page. Placements are not guaranteed. Mission specifically disclaims (i) any obligation to place Client's Advertisement at a specific time or place, unless specifically agreed otherwise in writing in the Order, (ii) the scheduling of such Advertisement near competitive products and like advertisers, unless specifically agreed otherwise in writing in the Order and (iii) 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). Mission does not guarantee ratings for any Advertisement unless specifically set forth in the Order 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 programming 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 Mission may replace any preempted Advertisement with a "Makegood" in similar inventory. Mission's rate cards (which are subject to change) and date of order entry will be the sole determinant of inventory clearance and preemption status (e.g., a grid 5 advertisement entered on May 5 will clear before a grid 5 advertisement entered on May 10; a grid 4 advertisement regardless of date of entry will clear before all grid 5 advertisements, etc.) In the event Mission is unable to provide a Makegood, Mission 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. Mission makes no representations or guarantees regarding any Program. In the event Client purchased a specific Program, Mission 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 Mission in its sole discretion) and/or in the same time period and day as originally ordered.

7. Digital Impressions. In the event a digital Order guarantees delivery of a certain number of impressions, Mission will use commercially reasonable efforts to: (i) deliver the impressions in accordance with the delivery obligations set forth in the Order and (ii) deliver the impressions starting with the start date and ending with the end date set forth in the Order. Because the estimates are forecasts, Mission makes no guarantee regarding the levels of impressions for any individual Advertisement. Unless otherwise provided in the digital Order, (i) Mission will maintain impression delivery statistics and Advertiser acknowledges that impression delivery statistics provided by

Mission are the official and definitive measurements of Mission's performance on any impression delivery obligations provided in an Order, and (ii) no other measurements or usage statistics (including those of Advertiser or any third party) shall be accepted by Mission or have any effect on an Order. In the event the impression obligation set forth in an Order is reached prior to the end of the term of an Order, Mission may cease distribution of the Advertisement. The impression obligation will be deemed reached if at least 90% of the impressions are delivered. If there is a shortfall in delivery of impressions of more than 10% at the end of any specified period, Mission may provide, as Advertiser's sole remedy, "Makegood" impressions in the same or a comparable manner or class of time, or alternatively Mission may provide a credit.

8. Order Errors. Unless errors in the Order are brought to Mission's attention within three (3) business days of acceptance, the Contract is deemed accepted as written. No verbal cancellation or changes to a Contract are permitted. Broadcast Orders may only be cancelled in writing no later than two weeks prior to each such Advertisement's Publication Date. Notwithstanding the foregoing, 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.

9. Advertisement Standards. All Advertisements furnished by Client must conform to Mission's standards as well as any advertising and technical guidelines provided by Mission to Advertiser. Client represents and warrants that all Advertisements furnished to Mission 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, (iv) will not include any Harmful Code or persistent tracking; (v) will not promote any content that is defamatory, false, misleading or offensive; (vi) will maintain and adhere to Advertiser'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; and (vii) comply with all applicable best industry standards in connection with the advertising materials, including but not limited to, those set forth by the Digital Advertising Alliance, Interactive Advertising Bureau, Network Advertising Initiative, mobile app store providers and other industry standard third parties, organizations or guidelines including the most recent iOS operating system and Google Play disclosures. "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 Mission promptly upon request.

10. Delivery/Right of Rejection. Client is responsible for timely furnishing, at Client's sole cost and expense, all Advertisements to Mission by the deadline established. Mission 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. Mission has the right to reject any Advertisement in its sole discretion. Mission will attempt to timely notify Client of such rejection. In the event Mission provides a notice of rejection to Client of any Advertisement, Client is solely responsible for timely providing new creative to Mission. If Client fails to timely furnish an appropriate new Advertisement, Mission, in its sole discretion, may schedule promotional or public service announcements in place of Client's rejected Advertisement with a courtesy identification to Advertiser. No action by Mission under this paragraph will relieve Client of its obligations to make all payments provided for in the Order. Log time and Advertisement deadlines vary throughout the week and year; please see your Account Executive for specific scheduling deadlines.

11. Intellectual Property Rights. Client hereby represents and warrants that Advertiser 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 Mission, without charge, the rights necessary to use all such Advertisement on any Mission Property set forth in this Contract. Client further confirm that Mission's use of the Advertisement will not and does not infringe upon the rights of any Person. Client hereby grants to Mission a 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 order.

12. Confidentiality/Subpoenas. All Mission proposals are confidential and copyrighted. Neither party is authorized to share details of this Contract, including without limitation specific advertising rates, proposals, insertion orders, 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 Mission and is Mission's confidential information and shall not be shared by Client with to any third party. Client hereby consents to (i) Mission sharing information about this Contract with any other Property owners, (ii) Mission's vendors who need to know the information for performance of the Contract, and (iii) Mission's production to any and all third parties pursuant to a subpoena or as otherwise required by applicable law.

13. Data. Mission 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 data generated through the Properties shall be owned by the Mission and, without Mission's written consent, Client may not use such data and Mission shall have no obligation to provide such data to Client. If for any reason Mission does provide Client with such data, such data shall constitute Confidential Information. In addition, Client shall not (i) combine any data received by it from Mission with any other data or information; (ii) use such 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 the end user. Except as authorized by Mission 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.

14. Representations and Warranties.

a. Mission 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 Client is an Agency/Buying Service acting on behalf of an Advertiser Agency/Buying Service represents and warrants that it has the authority from such Advertiser to enter into this Contract and to otherwise act as agent for such Advertiser.

c. Advertiser represents and warrants that (a) if Advertiser 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 Advertiser is an individual, he or she is a United States citizen or a lawfully admitted permanent resident of the United States.

d. Mission hereby disclaims any and all warranties, including, without limitation, any warranties of merchantability, fitness for a particular purpose, or other warranties arising by usage of trade, course of dealings, or course of performance. Without limiting the foregoing, Mission 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 Mission hereunder or pursuant to any Order are provided 'as-is' without any warranties or representations of any kind. Mission does not warrant or guarantee customer response rates or the ability to convert responses into sales. Mission does not warrant or guarantee the profile or demographics of a respondent. Mission specifically disclaims and makes no representations and warranties of any kind, express or implied, regarding ratings and impressions estimates.

e. All representations and warranties (whether in this Section or otherwise located) shall survive the termination, cancellation, suspension or expiration of the Contract.

#### 15. 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. Mission will not be liable for any third-party websites and/or applications where Client's Advertisement may be displayed as a part of Mission'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 Mission, its affiliates, officers, directors, employees, successors and assigns from any and all claims, suits, actions, damages, liabilities, judgments, losses, assessments, interest charges, penalties, costs, and expenses (including, attorneys' 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 rights 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 by not limited to, defamation, libel, unfair or deceptive trade practices, violation of rights to privacy and publicity, and intellectual property infringement. The foregoing 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 Mission or its affiliates; (ii) the

performance of this Contract; or (iii) the distribution by Mission 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 Mission.

16. Governing Law and Jurisdiction. This Agreement shall be governed by and construed under the laws of Texas 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 Dallas County, Texas. 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 foregoing shall not apply to collection proceedings or to any collection agency engaged by Mission related to fees and payments owed by Client under this Contract.

17. Nondiscrimination Policy. Mission does not discriminate on the basis of race, ethnicity or gender. Any provision in any order 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.

18. Term/Termination. The term of the Contract is as set forth in the Order. If an Order is extended by mutual written agreement of the parties, the term of the Contract is thereby extended. Mission reserves the right to terminate, cancel or suspend this Contract or any Order 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 Mission's termination, cancellation or suspension. If Client terminates, cancels or suspends this Contract, or fails to fulfill its obligations hereunder, or if Mission cancels or terminates for breach, Client shall not receive the benefits of any previously negotiated discounts.

19. Miscellaneous. Mission'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 Mission and any such unauthorized transfer shall be null and void. Failure of Mission 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. Mission shall exercise normal precautions in handling property provided by the 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 Advertiser or Mission 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.

*Mission has the right to change these terms at any time. Mission will notify Clients 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 Order entered into prior to the new Effective Date, it must send written notice to Mission 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 Order entered into prior to the new Effective Date. All new Orders entered into after an Effective Date will be subject to the Terms in effect on such Order Date.*