

## Cox Media Advertising Services General Terms and Conditions

The following are the general terms and conditions (the “**General Terms**”) applicable to the provision of advertising services (“**Ad Services**”) by Cox Media, LLC (“**Cox Media**”). As used herein, “**Advertiser Client**” means the advertiser using or requesting the Ad Services, and any advertising agency or representative (“**Advertiser Representative**”) acting on its behalf purchasing or otherwise representing such Advertiser Client. “**Advertiser**” means the Advertiser Client and any Advertiser Representative acting on its behalf under the applicable Agreement (defined below). “**Vendor**” means a third party acting on behalf of Cox Media to provide services to Advertiser under an Agreement (defined below).

1. **AD SERVICES.** Cox Media offers the Ad Services set forth in this Section 1 and shall provide the Ad Services as set forth in an Order. All Ad Services are provided subject to these General Terms and the specific terms related to each Ad Service (each, an “**Ad Services Additional Terms**”) as follows:

- A. “**Ad Distribution and Display Services**” include the distribution and display of advertisements (“**Ad(s)**”) via linear spot cable (“**Spot Cable**”), video on demand (“**VOD**”), and/or on websites that Cox Media or Cox Media Affiliates (defined below) own, operate, host, or contract with for Ad distribution and display (“**Covered Site(s)**”). The Ad Distribution and Display Additional Services Additional Terms are attached hereto as Exhibit A.
- B. “**Digital Marketing Services**” include Search Engine Optimization (“**SEO**”), Search Engine Marketing (“**SEM**”), social media, and tag management services. The Digital Marketing Services Additional Terms are attached hereto as Exhibit B.
- C. “**Creative Ad Services**” include all services related to the creation and customization of Ads and other advertising products (collectively, “**Deliverables**”) as set forth in the applicable Order. The Creative Ad Services Additional Terms are attached hereto as Exhibit C.
- D. “**Data Analytics Services**” includes all services related to reporting and analytics provided by Cox Media or Cox Media Affiliates (defined below) for Advertiser’s marketing goals related to certain target audiences. The Data Analytics Services are attached hereto as Exhibit D.

2. **ORDERS; UPDATES TO TERMS; RATE INCREASES.** An Insertion Order or other agreement for Ad Services (collectively, “**Order**”) will be deemed binding upon written approval signed by an authorized representatives of Cox Media and Advertiser or as may be otherwise set forth in the applicable Ad Services Additional Terms. All Orders, and the Ad Services provided by Cox Media thereunder, are governed by these General Terms, as may be updated from time to time at <http://coxmedia.com/terms-conditions> and the applicable Ad Services Additional Terms, as may be updated from time to time at their corresponding links in Section 1 above. By placing an Order and/or accepting Ad Services from Cox Media, Advertiser acknowledges receipt of and agrees to these General Terms and the applicable Ad Services Additional Terms. The Order together with these General Terms and the applicable Ad Services Additional Terms are collectively referred to herein as the “**Agreement**” between Advertiser and Cox Media. Advertiser agrees to review these General Terms and the applicable Ad Services Additional Terms regularly. Cox Media will post any updates to the General Terms, and/or any Ad Services Additional Terms, online at their applicable links. By continuing to use the Ad Services pursuant to an Agreement after the updates are effective, Advertiser agrees to be bound by the then-current General Terms and applicable Ad Services Additional Terms. UNLESS OTHERWISE EXPRESSLY STATED IN THE APPLICABLE ORDER, COX MEDIA RESERVES THE RIGHT TO AMEND THE RATES IN AN ORDER UPON THIRTY (30) DAYS’ ADVANCE WRITTEN NOTICE TO THE ADVERTISER. IF COX MEDIA EXERCISES THIS RIGHT AS TO RATES, ADVERTISER MAY, AT ANY TIME WITHIN SUCH THIRTY (30) DAY PERIOD, CANCEL OR TERMINATE THE REMAINDER OF THE APPLICABLE ORDER UPON WRITTEN NOTICE TO COX MEDIA, EFFECTIVE AS OF THE EFFECTIVE DATE OF THE RATE INCREASE.

### 3. BILLING AND PAYMENTS

A. **Invoices.** Invoices shall set forth the Ad Services performed and the applicable details, including, but not limited to, the Ad Services and/or Deliverable type, quantity, length, rate, network, campaign budget, pass-through platform fees and any additional identification, including codes provided by Advertiser and reasonably acceptable to Cox Media. Except with respect to Ad Distribution and Display Services, additional fees may be itemized on a separate invoice.

B. Payment. Advertiser will pay to Cox Media all out-of-pocket costs and expenses incurred by Cox Media in connection with all Ad Services. Unless otherwise stated in the applicable Order, payment for all Ad Services shall be made in advance and prior to commencement of the applicable Ad Service(s), subject to any credits or other arrangements set forth in such Order. For Ad Display and Distribution Services to be paid in advance Cox Media shall create a memo (“**Memo Bill**”) with forecasted fees. Such Memo Bill must be paid by Advertiser prior to the commencement of the Ad Campaign (defined below). At the end of the Ad Campaign, Cox Media shall reconcile the amounts paid pursuant to the Memo Bill against actual Ad Services costs and expenses and shall either bill Advertiser for amounts due or provide a credit or refund for any overpayment. All invoices for amounts due shall be paid by Advertiser Net thirty (30) days of the date of the invoice.

C. Non-Cancellable Fees. Any Ad Services requiring payments of platform fees, managed services fees or other non-refundable fees to be paid by Cox Media to any third party, including all non-recoverable, out-of-pocket costs and expenses incurred by Cox Media in connection with all Ad Services, may require advance cash payments from Advertiser and/or deposits, letters of credit or similar types of security, which additional requirements shall be set forth in the Order.

D. Other Fees; Taxes; Rebates.

- (i) Fees for Ad Services that are not required to be paid in advance shall be paid net thirty (30) days of the date of the invoice. All amounts not timely paid shall be considered delinquent and shall bear interest at the rate of 1.5% per month (or the highest rate permitted by law, whichever is greater) until paid in full by Advertiser.
- (ii) Advertiser is responsible for paying all taxes applicable to the Ad Services, except taxes on Cox Media’s income.
- (iii) Advertiser understands and agrees that in connection with providing the Ad Services hereunder, Cox Media may receive rebates or other revenue sharing payments for placements made on behalf of Advertiser.

#### 4. **SUSPENSION AND TERMINATION**

A. By Cox Media:

(i) Cox Media may suspend or terminate any Ad Service and/or terminate any Agreement at any time for any reason, including without limitation, for convenience or material breach by Advertiser.

(iii) Where practicable under the circumstances, Cox Media will provide verbal or written notice in advance of any termination or suspension. Notwithstanding the foregoing, Cox Media reserves the right to provide such notice after termination or suspension if warranted by the circumstances, at Cox Media’s sole discretion. Upon termination of an Ad Service or an Agreement, all related outstanding fees for Ad Services rendered prior to the effective date of termination shall be immediately due and payable.

B. By Advertiser

(i) Advertiser may terminate any Ad Service or Agreement as set forth in Section 2 of these General Terms and as may otherwise be expressly stated in any applicable Order or Additional Ad Service Terms.

(ii) Except as set forth in 4.B (iii) below, Advertiser may not terminate or cancel an Ad Service or an Agreement that was accepted by Cox Media on a non-cancellable basis.

(iii) Advertiser may terminate any Agreement for material breach by Cox Media that has not been cured within fifteen (15) days’ of receipt by Cox Media of written notice of the breach.

C. Effects of Termination. If Advertiser terminates an Agreement for any reason except material breach by Cox Media, or if Cox Media terminates an Ad Service or Agreement for material breach by Advertiser all discounts shall be void and rates on the then-current rate card will apply to any Ads distributed after the notice date of such termination through the effective date of termination. If Cox Media terminates an Ad Service or Agreement other than for material breach by Advertiser, Advertiser shall have the benefit of the same discounts that it would have earned had it been allowed to complete the Agreement.

D. Survival. Any and all provisions in the Agreement which would reasonably be expected to survive the termination or expiration of the Agreement shall survive and be enforceable after such termination or expiration, including without limitation provisions relating to confidentiality, ownership, representations and warranties, indemnification, limitations of liability, effects of termination, and governing law.

#### 5. **AD SERVICES GENERAL REQUIREMENTS**

A. Ad Materials. Unless otherwise noted in the applicable Order, Advertiser shall provide, or provide or allow access to, all

materials for Ad Services, including without limitation Ads, artwork, copy, active URLs, and scheduling instructions, as well as copy, text, video, images, and other Advertiser website and social media content (collectively, “**Ad Materials**”) to Cox Media in compliance with generally accepted standards of good practice and in accordance with specifications required by Cox Media. For the avoidance of doubt, “Ad Materials” include content that is extracted (“**Scraped**”) from Advertiser Client’s Websites and/or social media accounts (“**Advertiser Websites**”) in connection with the Ad Services provided to Advertiser pursuant to an applicable Order. Cox Media reserves the right, but not the obligation, to reject, edit, digitize, cut, alter, reformat, reclassify, modify, and/or compress the Ad Materials and to transmit or use such Ad Materials in their edited, digitized, modified, altered, or compressed form for distribution or in the Deliverables. Cox Media shall not be liable for any damages incurred by Advertiser because of any such action. Advertiser hereby grants to Cox Media a worldwide, non-exclusive, limited, royalty-free, sub-licensable right to use the Ad Materials as required to perform the Ad Services set forth in the applicable Order.

B. Ad Materials Compliance. Notwithstanding anything in the Agreement to the contrary, Ad Materials provided by or obtained from Advertiser are subject to Cox Media approval and network/carrier/digital media platform restrictions and guidelines, including standards and practices and consumer protection statutes. Cox Media retains a continuing right, but not an obligation, to reject or withdraw Ad Materials, including but not limited to, the right to reject or withdraw for unsatisfactory technical quality, objectionable or unlawful content, incorrect price or other incorrect or inaccurate information, or in the case of interactive platform Ads, for unlawful collection or use of personally identifiable information and/or personal information (as defined under applicable privacy laws) (“**PI**”) in violation of Law or Advertiser’s public privacy notice, as determined by Cox Media in its sole discretion. If any Ad or Ad Materials are deemed unsatisfactory hereunder, Cox Media shall notify Advertiser, and unless Advertiser furnishes satisfactory material in a sufficient amount of time in advance of distribution as determined by Cox Media, Cox Media may bill Advertiser for the Order.

C. Links in Ads; Harmful Code. Advertiser shall ensure that all Ads, Ad Materials, and Deliverables as provided or approved by Advertiser, and associated content, pages or screens linked to such Ads: (i) are not misleading, libelous, obscene, invasive of others’ privacy, or hateful (racially or otherwise), (ii) do not imply, infer, state or publish that content or materials provided by Advertiser are provided, endorsed, sourced or otherwise approved by any third party without such third party’s express permission to do so, (iii) do not contain viruses, bombs, bots and other computer routines that may damage or expropriate any Cox Media data or system (“**Harmful Code**”) or otherwise operate in a manner that could reasonably be expected to damage the Cox Media systems or services, (iv) do not infringe the intellectual property or proprietary rights of any third party, and (v) do not violate any Applicable Law. In addition, Advertiser shall ensure that the advertised products are promoted in compliance with Applicable Laws, including consumer protection laws.

D. Other Services. If the Order provides that Cox Media, Covered Site owner or operator (“**Site Owner**”) or any Vendor will provide other advertising and Ad Services not otherwise defined herein, such Ad Services will be subject to availability of Cox Media, Site Owner or such Vendor’s creative capacity and will be provided in accordance with reasonable professional standards, but otherwise on an “as is” basis.

E. Ownership. Ad Materials (including Ad Materials obtained by scraping of Advertiser’s Websites and/or social media accounts) shall continue to be owned by Advertiser and/or Advertiser’s licensors. Cox Media, Site Owner and/or any applicable third party shall continue to own all rights, title and interest to their services, creative effort, inventions, illustrations, labor, composition, material, content or functionality owned and supplied by them (in each case, the applicable party’s “**Works**”). Cox Media hereby grants to Advertiser a license during the term of the Order to display, reproduce, transmit, distribute and otherwise use Cox Media’s Works on and in connection with the Ad Services and/or Deliverables on the applicable Covered Sites or other media identified in the applicable Order, as set forth in the Order. Cox Media and Site Owner may dispose of or delete any such materials at the termination or conclusion of the delivery of the related advertising campaign (“**Ad Campaign**”) set forth in the Order or any time after delivery of the Ad Services, as applicable. **For the avoidance of doubt, “Works” does not include any materials or content generated by generative AI tools/platforms (“GenAI Content”) and provided by Cox Media or any other Vendor or third-party. Any such GenAI Content is provided to Advertiser with no license and Advertiser acknowledges and agrees that it uses and/or approves any such GenAI Content at its own risk.** As used herein “GenAI” means generative artificial intelligence.

F. Technical Guidelines; Policies. Advertiser is responsible to ensure that all Ad Materials it provides and uses pursuant to an Order shall comply with then-current applicable technical direction, guidelines, practices and specifications that are provided or otherwise made available to Advertiser. Further, Advertiser will ensure that the Ad Materials it provides and approves complies with all Cox Media Advertising Requirements, as such policies may be updated from time to time, including policies governing: (i) prohibited content; (ii) restrictions on content; (iii) video ads; (iv) targeting; (v) data collection and use; and (vi) lead ads that collect prohibited categories of information. All statements and claims made in Ads and Deliverables must be truthful,

substantiated, and not misleading. Advertiser must review and approve all Ads and Deliverables to be distributed under an Ad Services Order, including Ads and other Deliverables that may be prepared by Cox Media, Cox Media Affiliates, and/or its or their Vendors on behalf of Advertiser. Advertiser should consult with its own attorney and advisors to confirm the appropriateness and legality of its Ad Materials and any Deliverables prepared for Advertiser, and the applicable Ad Campaign. In the event that Cox Media, Cox Media Affiliates or their Vendors review Ads, Ad Materials or Deliverables, such review does not constitute legal advice or an opinion as to the appropriateness or legality of any such Ads, Deliverables, or the applicable Advertising Campaign, nor does such review constitute an acceptance of responsibility for Ads, Deliverables, or Ad Campaign or waiver of any remedy to which Cox Media is entitled in the Agreement.

G. **Tracking.** Advertiser hereby grants to Cox Media the right to place within the Ad Materials and Deliverables and within the Advertiser Websites referenced in the Ads tags, gifs, or other means of collecting behavioral data and data regarding optimization and performance, including without limitation impressions, click-through rates and other metrics to assess the usage, traffic and effectiveness of the Ads, Ad Materials, and Deliverables. Advertiser represents and warrants that all Advertiser Websites include a privacy policy that (i) is posted in a readily accessible and conspicuous location; (ii) complies with all applicable privacy Laws; and (iii) is sufficient to lawfully authorize Cox Media to perform all activities and obligations set forth in this Agreement, including all exhibits attached thereto. Cox Media may, to the extent it deems appropriate, collect and compile certain non-personally identifiable information about user traffic, Ad performance, and the delivery of the Ad Materials and Deliverables ("**Campaign Data**"). Campaign Data may include advertising impressions served to and Ad Materials, Ad, Deliverable, and Advertiser Website content accessed by users. Campaign Data shall be the property of Cox Media and shall be deemed to be the Confidential Information of Cox Media. Without limiting the foregoing, Cox Media may use and disclose the Campaign Data: (i) for reporting purposes that may be subsequently provided to Advertiser as well as, in aggregate form, to potential customers and other third parties; (ii) if required by any court order, law or governmental entity; and (iii) for other Cox Media business purposes. For the avoidance of doubt, Cox Media will not use Campaign Data that is comprised solely of profiles of visitors to Advertiser's Website(s) to retarget a visitor for a purpose other than performing under the Order; provided, however, that the foregoing limitation does not limit Cox Media from repurposing aggregated Campaign Data for any purpose, so long as it is not joined with data that is specific to or allows identification of Advertiser or Advertiser's Website(s). Likewise, Cox Media will not sell or otherwise disclose Advertiser-specific profile data to any third party or Cox Media Affiliate, except as and to the extent necessary to perform its obligations under the applicable Order.

## 6. **REPRESENTATIONS AND WARRANTIES**

A. Advertiser Client and Advertiser Representative each represent and warrant that it: (i) has all necessary rights, licenses and clearances to fulfill its obligations under the Agreement, and that it is fully authorized and has the full power to bind itself and any entity on behalf of which it is acting (which, in the case of Advertiser Representative, will necessarily include Advertiser Client); (ii) does and shall at all times comply with Applicable Laws; and (iv) has all rights, titles, and interests to use and provide the Ads and the Ad Materials provided to, or accessed or extracted by, Cox Media for the Ad Services, and the name, logos and trademarks of the entity under which Advertiser advertises and does business or that are otherwise contained in the Ad Materials or Deliverables approved by Advertiser. As used herein, "**Applicable Law(s)**" means all laws, statutes, codes, ordinances, rules, regulations, carrier guidelines, any applicable self-regulatory organization, writs, orders, directives, judgments, and decrees that are binding on or applicable to Cox Media, Advertiser Client, Advertiser Representative, the Ads, Ad Services, or an Agreement. References to any particular Applicable Law shall be deemed to include all similar federal, state, and local laws of each relevant jurisdiction, all implementing rules and regulations, and all amendments and successors thereto.

B. Cox Media represents and warrants that: (i) it has all necessary rights, licenses to sell the Ad Services and to provide the Cox Media Works, (ii) the Ad Services shall be provided by Cox Media consistent with the Order, and (iii) Cox employees shall at all times conduct themselves in compliance with Applicable Law. Notwithstanding anything in the Agreement to the contrary, the sole remedies available to Advertiser for any breach of the foregoing warranty shall be: (x) substitute distribution of Ads or other applicable Deliverables; (y) reperformance of the applicable Ad Service(s); or (z) a refund of amounts paid by Advertiser for the unfulfilled portion of the Order, in the sole discretion of Cox Media. To the extent that any failure to perform under the Agreement by Cox Media is attributable to a failure by a Vendor, Cox Media's liability and Advertiser's sole remedy will be limited to any amounts that Cox Media is able to recover or pass through from the non-performing Vendor.

C. ALL ADVERTISING SERVICES AND RELATED WORKS, GENAI CONTENT, AND DELIVERABLES ARE SUPPLIED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT UNDER APPLICABLE LAWS, COX MEDIA, COX MEDIA AFFILIATES, SITE OWNERS, AND THEIR VENDOR(S) MAKE NO, AND DISCLAIM ALL, WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM A COURSE OF

DEALING, COURSE OF PERFORMANCE, NONINFRINGEMENT OR TRADE USAGE. THE AD SERVICES, AND ANY WEBSITES, DATABASES, WORKS, GENAI CONTENT, DELIVERABLES, AND THIRD PARTY PROGRAMS PROVIDED IN CONNECTION WITH THE AD SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. WITHOUT LIMITING THE FOREGOING, COX MEDIA SPECIFICALLY DISCLAIMS ON BEHALF OF ITSELF AND ITS VENDORS ANY WARRANTIES RELATING TO THE ADS AND OTHER DELIVERABLES CREATED PURSUANT TO A CREATIVE AD SERVICES ORDER, THE USE OF GENAI, GENAI CONTENT, THE EFFECTIVENESS OF ANY ADS DISTRIBUTED OR DELIVERABLES CREATED PURSUANT TO THE AGREEMENT, AND ANY GUARANTEE OF FINANCIAL BENEFITS TO ADVERTISER BY VIRTUE OF DISTRIBUTING ADVERTISER'S ADS OR DELIVERABLES AND THE CREATION AND/OR DISTRIBUTION OF THE DELIVERABLES. COX MEDIA AND ITS VENDORS DO NOT WARRANT OR GUARANTEE CUSTOMER IMPRESSIONS, CLICKS, RESPONSE RATES OR THE ABILITY TO CONVERT RESPONSES INTO SALES.

## 7. LIMITATION OF LIABILITY

A. Excluding each party's respective indemnity obligations under this Agreement including its Exhibits and any Orders entered hereunder, damages that result from a breach of Confidentiality in Section 9, or intentional misconduct, in no event will any party be liable for any consequential, indirect, incidental, punitive, special, or exemplary damages whatsoever, including, but not limited to, damages for loss of profits, business interruption, loss of information, and the like, incurred by another party arising out of an Order, even if such party has been advised of the possibility of such damages.

B. COX MEDIA, ITS AFFILIATES AND VENDORS SHALL HAVE NO LIABILITY WHATSOEVER TO ADVERTISER CLIENT, ADVERTISER REPRESENTATIVE OR ANY THIRD PARTY, FOR ANY: (i) ADS AND DELIVERABLES; (ii) USE OF GENAI, (iii) GENAI CONTENT, (iv) AD MATERIALS, AND ANY CHANGES TO AD MATERIALS AS DIRECTED OR AUTHORIZED BY ADVERTISER OR AS OTHERWISE CONSISTENT WITH THE ORDER; (v) WORKS APPROVED BY ADVERTISER CLIENT OR ADVERTISER REPRESENTATIVE; (vi) CHANGES TO ADVERTISER'S WEBPAGE(S) OR ADVERTISER WEBSITE(S) AS A RESULT OF OR IN CONNECTION WITH (a) COX MEDIA OR ITS PERFORMANCE UNDER AN AGREEMENT, (b) ANY OTHER PROVIDERS, OR THIRD-PARTIES', INCLUDING VENDORS', SECURITY METHODS AND PRIVACY PROTECTION PROCEDURES; OR (vii) ANY PARTY'S USE OF, OR INABILITY TO USE, COX MEDIA WEBSITES, DATABASES OR PROGRAMS.

C. Except with respect to each party's indemnification obligations under this Agreement including its Exhibits and any Orders entered hereunder, confidentiality obligations under Section 9, or intentional misconduct, the aggregate total liability of each party and their vendor(s) shall be limited to the total amount paid or payable to Cox Media by Advertiser pursuant to the Order under which the claim arose.

## 8. INDEMNIFICATION; REMEDY FOR BREACH

Advertiser shall indemnify, defend and hold harmless Cox Media and Cox Media Affiliates, and its and their respective officers, directors, shareholders and employees, and Vendors (collectively "**Cox Media Indemnitees**") against any claim, investigation, demand, suit or proceeding made or brought against any Cox Media Indemnitees by a third party (including, without limitation, law enforcement or any governmental or regulatory authority) arising from or relating to (i) the distribution of the Ads under an Order and the products and services they advertise, (ii) the Ads or Ad Materials, including any claims made therein, that are provided by Advertiser, or extracted by Cox Media from Advertiser's Websites, or otherwise collected or received by Cox Media at Advertiser's direction in connection with the provision of Ad Services under an Agreement; (iii) any Deliverable approved by Advertiser, (iv) any breach by Advertiser Client or Advertiser Client Representative of the Agreement (including any Ad Services Additional Terms and any the third party terms); (v) any violation of Applicable Laws by Advertiser Client or Advertiser Representative; or (vi) fraud, gross negligence or willful misconduct by Advertiser Client or Advertiser Client Representative (collectively, the preceding clauses (i)-(vi), together with any other indemnification obligations on Advertiser contained in this Agreement including its Exhibits and any Orders entered hereunder, are "**Advertiser Indemnified Claims**"). Advertiser shall indemnify and hold harmless Cox Media Indemnitees from any damages, fines, judgments, awards, losses, costs and expenses (including reasonable attorneys' fees) incurred by Cox Media Indemnitees in connection with any Advertiser Indemnified Claims (including, without limitation, any amount agreed to be paid pursuant to a settlement). Advertiser shall have control over the defense of any Advertiser Indemnified Claim, provided that Advertiser shall use counsel reasonably acceptable to Cox Media. Cox Media may participate in the defense of an Advertiser Indemnified Claim using counsel of its choice at its expense. Advertiser shall not settle or compromise any Advertiser Indemnified Claim without Cox Media's prior written consent, which shall not be unreasonably withheld. Advertiser Client and Advertiser Representative shall be jointly and severally liable for all indemnification obligations herein.

## 9. CONFIDENTIAL INFORMATION

A. As used herein, “**Confidential Information**” means any information that is designated as confidential or proprietary by Cox Media, Advertiser Client, or Advertiser Representative (in each case, the “**Discloser**”) or any information in relation to which its confidentiality should by its nature or circumstances of its disclosure be reasonably inferred, regardless of whether such information is marked “Confidential”. Recipient shall not disclose another party’s Confidential Information to any third-party without the Discloser’s written permission. Notwithstanding the foregoing, Cox Media and Covered Site owner shall at all times maintain the right to disclose the terms of the Agreement, and any non-public information relating to Advertiser Client or Advertiser Representative by virtue of the Agreement, to: (i) Cox Media’s or Covered Site owner’s affiliated entities and any Vendors for the purpose of performing its obligations under the Agreement; (ii) clients of a media buyer or agency; (iii) any potential buyers of a cable system or Covered Site owner; and (iv) any third-party pursuant to a subpoena, court order or similar judicial process. Cox Media, Advertiser Client and Advertiser Client Representative each agree to use the Confidential Information of disclosing party solely for the purposes of performance under the Agreement and shall confine the knowledge of such Confidential Information only to their employees, agencies and other representatives requiring such knowledge and use in the ordinary course and scope of the Agreement. Confidential Information will not include information that Recipient can demonstrate: (aa) is or becomes generally known to the public not as a result of a disclosure by the Recipient in violation of an Agreement; (bb) is rightfully in the possession of Recipient prior to disclosure by the Discloser; (cc) is received by the Recipient in good faith and without restriction from a third party not under a confidentiality obligation to the Discloser and having the right to make such disclosure; or (dd) can be shown by evidence was developed independently by or on behalf of the Recipient without the use of any of Discloser’s Confidential Information.

B. All Agreements and Orders between the parties are the Confidential Information of both parties. Neither Advertiser Client nor Advertiser Client Representative shall issue any press releases relating to the Agreement or an Order. Cox Media’s rates, PI of Cox Media’s Subscribers and all VOD enabled Subscriber numbers or amounts, and all response rates and other patterns of customer behavior associated with interactive Ads on Covered Sites constitute Confidential Information of Cox Media pursuant to this Section. To the extent Advertiser Client and/or Advertiser Representative receives PI from or about Cox Media’s subscribers, customers, users, or respondents (collectively, “**Subscribers**”) to interactive functionality in Ads, VOD users or the numbers of VOD enabled Subscribers through the performance of its obligations under the Agreement, Advertiser will use such information solely for purposes of responding to or fulfilling the specific customer or Subscriber-initiated transaction (i.e., customer request for information) through which such information was obtained. As between Cox Media and the Advertiser Client and Advertiser Representative, all Subscriber and PI and VOD enabled Subscriber numbers are and shall remain the exclusive property of Cox Media and neither Advertiser Client nor Advertiser Representative shall acquire any right, title or interest therein. Neither Advertiser Client nor Advertiser Representative shall retain, use, or disclose such PI, VOD enabled Subscriber numbers, or Confidential Information for any other purpose. Advertiser agrees to display its privacy policy (which shall be compliant with Applicable Law) in a readily accessible and conspicuous location and to take reasonable steps to enable Subscribers to access Advertiser Client’s privacy policy. Advertiser Client and Advertiser Representative agrees to comply with all Applicable Laws, including privacy laws. Cox Media, Cox Media Affiliates or Site Owner own all right, title and interest (including copyright) in their respective Covered Sites, broadcast stations, social media outlets, other media and all user information (including any personally identifiable transactional data, demographic information and/or Campaign Data) collected by them in connection with any campaign hereunder, as well as in any advertising material or other content that is furnished by or represents the creative effort of Cox Media, Cox Media Affiliate and/or Site Owner.

## 10. COX MARKETING

A. Cox Media may, at its option, promote its advertising media using Ads or Deliverables in such promotions and marketing materials without Advertiser’s prior consent.

## 11. AUTHORIZATIONS AND ACCESS TO ADVERTISER’S ACCOUNTS

A. Where necessary for Cox Media to provide the requested Ad Services pursuant to an Agreement or Order, Advertiser hereby agrees (i) that it will provide Cox Media with access to any account(s) it maintains with any applicable Covered Site or other media (e.g. which may include Advertiser’s social media accounts for services involving social media management or the use of ancillary services from search engine providers) and grant Cox Media the right to access and use Advertiser’s account, in each case solely and to the extent necessary to enable Cox Media to perform the Ad Services ordered under the applicable Order; or (ii) if no such access has been provided, Cox Media is authorized to create such an account on Advertiser’s behalf, subject to the use restrictions in this Section 11. Cox Media agrees to use such access privileges solely for the purposes of managing the Ad Campaigns and otherwise performing the Ad Services set forth in the applicable Order on behalf of and for the benefit of Advertiser. Advertiser may, at any time, revoke such access privileges, and agrees that Cox Media will not be liable for

performance of Ad Services under the applicable Order to the extent that it is unable to deliver the Ad Services as a result of such revocation; however, Advertiser will remain liable for such Ad Services.

B. Cox Media will comply with the policies of the applicable Covered Site or media in its use of Advertiser's account(s). Upon the termination of the applicable Agreement, Advertiser will disable Cox Media's access credentials. Advertiser acknowledges that any changes made by Advertiser, or any other party acting on Advertiser's behalf, may adversely impact the campaign and Ad Services provided by Cox Media. To the extent that an Advertiser account may be linked to a Cox Media account, such as, and without limitation, a Google Ad Manager Account (formerly, My Client Center account), Cox Media shall have sole discretion as to whether to agree to such linking, and such account linking may be dependent upon factors such as, and without limitation, Cox Media's determination of Advertiser's creditworthiness. If an Advertiser account is linked to Cox Media's corresponding account or if Cox Media creates an Advertiser account as described in this Section 11, upon termination or expiration of the Agreement, such linking shall be terminated, and Advertiser agrees to reasonably provide account activity records as necessary to validate billing through the date of termination of expiration. Where Cox Media created the Advertiser account, Cox Media has the sole discretion to determine whether to transfer the Advertiser account to Advertiser or to close the account upon termination or expiration of the Agreement.

## **12. FORCE MAJEURE**

A. Generally. Excluding payment obligations, neither Cox Media nor Advertiser shall be liable for delay or default in the performance of its respective obligations under these Terms if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, or labor disputes ("**Force Majeure Event**").

B. Related to Payment. If Advertiser's ability to transfer funds to third parties has been materially negatively impacted by an event beyond its reasonable control, including, but not limited to, failure of banking clearing systems or a state of emergency, then such Advertiser will make every reasonable effort to make payments on a timely basis to Cox Media, but any delays caused by such condition will be excused for the duration of such condition. Subject to the foregoing, such excuse for delay will not in any way relieve Advertiser from any of its obligations as to the amount of money that would have been due and paid without such condition.

## **13. Arbitration and Class Action Waiver.**

A. Arbitration. Advertiser and/or Ad Representative agrees to arbitrate any dispute or claim that it may have with Cox Media or its Affiliates that arises out of or relates in any way to this Agreement, including its Exhibits, or any Order entered hereunder or the use of or access to any Cox Media Product by Advertiser and/or Ad Representative. Such arbitration will be final and binding. If Cox Media elects in its discretion to submit to arbitration any dispute or claim that it may have against Advertiser and/or Ad Representative, any such arbitration will be governed by the provisions of this Section 13.

B. Any arbitration proceeding under this Section 13 will take place on an individual basis. Class arbitrations and class or representative proceedings of any kind are not permitted and Advertiser and Ad Representative expressly waives its ability to participate in a class or representative proceeding against Cox Media or its Affiliates. If the arbitration clause is found inapplicable to Advertiser and/or Ad Representative's dispute with Cox Media, this class waiver will continue to apply in litigation. Advertiser and/or Ad Representative agrees that this class waiver is an essential element of the agreement between Advertiser and/or Ad Representative and Cox Media and that this class waiver may not be severed. In the event that this class waiver is deemed invalid or unenforceable, then the entire agreement to arbitrate in this Section 13 will be null and void.

C. Arbitrator Authority. Any dispute or claim subject to arbitration pursuant to this Section 13 must be submitted to binding arbitration before a single arbitrator administered by JAMS pursuant to JAMS Streamlined Rules. The arbitrator will be bound by and will strictly enforce this Agreement including its Exhibits and any Orders entered hereunder between Advertiser and/or Ad Representative and Cox Media, including any limitations of liability contained therein, and may not limit, expand or otherwise modify any of the provisions of the foregoing. Any arbitration will be held in Atlanta, Georgia, unless otherwise agreed upon by the Parties in writing. Each Party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator will award the applicable Party any costs and fees to which it may be entitled under Section 13 in connection with any indemnification claim. Advertiser and/or Ad Representative agrees that its transactions with Cox Media evidence transactions in interstate commerce, and that the Federal Arbitration Act therefore governs the interpretation and enforcement of this Section 12 (notwithstanding the application of Georgia Law to any underlying claims). Advertiser and/or Ad Representative also agrees that this Section 13 survives any termination of the Master Agreement.

## 14. GENERAL

A. Advertiser agrees that Cox Media may identify Advertiser as an advertiser of Cox Media in client lists and other marketing materials.

B. The Agreement, including all rights therein, may not be resold, assigned or transferred by Advertiser without Cox Media's written consent, nor shall Cox Media be required to perform any Ad Services under an Agreement for the benefit of any advertiser other than the Advertiser Client or Advertiser Representative named in the Order. Any resale, assignment or transfer prohibited hereunder shall be null and void.

C. Failure of any party to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.

D. Advertiser Client shall be solely responsible for any commission due to Advertiser Representative under an Agreement.

E. This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and no change or modification of any of its provisions shall be effective unless made in writing and signed by both parties. In the event of a conflict, between these General Terms, the applicable Ad Services Additional Terms, and the Order, the applicable Additional Terms shall govern unless the Order specifically states otherwise. Advertiser acknowledges and agrees that any entity that distributes an Ad sold by Cox Media hereunder shall be a third-party beneficiary of the Agreement and entitled to enforce rights granted to Cox Media hereunder directly against Advertiser Client or Advertiser Representative.

F. This Agreement shall be interpreted, governed and construed in accordance with the laws of the State of New York without regard to its principles governing conflicts of law. Should any provision or part of any provision of the Agreement 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 Agreement shall remain in full force and effect. Further, no action, regardless of form, arising out of or relating to the transactions under the Agreement, may be brought by Advertiser Client and/or Advertiser Representative more than 130 days after the occurrence giving rise to such action.

G. Nothing in the Agreement shall constitute a partnership or joint venture between the parties or constitute either Advertiser Client or Advertiser Representative on one hand or Cox Media on the other hand as agent of the other for any purpose whatever.

All notices that either party may be required or may desire to serve upon the other in connection with the Agreement shall be in writing and may be delivered personally, by overnight delivery, or by prepaid registered or certified United States mail to the address of the Advertiser on the Order and to Cox Media as follows: Cox Media, LLC, 6205-B Peachtree Dunwoody Road, Atlanta, Georgia 30328, Attn: VP -.

## 15. DATA PRIVACY

A. Advertiser may disclose information that can be used to identify, relate to, describe, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household ("Personal Information") to Cox Media for the purpose of Cox Media performing Ad Services on behalf of Advertiser as described in this Agreement. Cox Media certifies that it understands and will comply with the restrictions contained herein and any applicable law, rule, regulation, decree, statute, or other data protection and/or privacy ("Privacy Laws"). Cox Media will notify Advertiser if it can no longer comply with Privacy Laws. The parties agree that Advertiser is a "business" and Cox Media is a "servicer provider" as defined in the California Consumer Privacy Act of 2018, as amended ("CCPA"). For Personal information collected, processed, stored, transmitted by, or accessible to Cox Media, Cox Media agrees: (1) to collect, process, store, use, or disclose Personal Information only for the limited and specific purpose of performing the Ad Services specified in the Agreement; (2) not to sell or share (as defined under the CCPA) Personal Information or use Personal Information for any purpose other than the specific purpose of performing the Ad Services specified in the Agreement; (3) not use the Personal Information outside of the direct business relationship with Advertiser; and (4) not combine the Personal Information with other personal information that Cox Media receives from another entity or that Company collects on its behalf, unless mutually agreed upon and documented in writing between the parties. Cox Media shall ensure that Cox Media's subcontractors who collect, process, store, or transmit Personal Information under the Agreement agree in writing to the same restrictions and requirements as in this Section.

B. Cox Media will: (i) implement and maintain sufficient processes and procedures to satisfy Advertiser's requests related to consumers' rights under Privacy Laws; (ii) provide information necessary to facilitate Advertiser's response to a consumer's request; and (iii) securely erase or destroy the Personal Information, including any copies maintained by any of Cox Media's subcontractors.





## Exhibit A

### Cox Media Ad Distribution and Display Services Additional Terms

Following are the additional terms and conditions applicable to the distribution and display of Ads (“**Ad Distribution and Display Services Additional Terms**”) pursuant to an Order between Advertiser and Cox Media. Capitalized terms not defined herein shall have the meaning ascribed to them in the General Terms. These Additional Terms are appended to the Cox Media Advertising Services General Terms and Conditions (“**General Terms**”). In the event of a conflict between these Ad Distribution and Display Additional Terms and the General Terms, these Additional Terms shall govern solely for the Ad Distribution and Display Services contemplated hereunder.

**1. ORDERS.** Each Order for Ad Distribution and Display Services shall specify in writing (i) the name of the Advertiser Client, (ii) the name of the Advertiser Representative, if any, and the relationship between the Advertiser Client and such Ad Representative; (iii) the types and quantity of Ad inventory being purchased or delivered; (iv) rates (e.g. CPM, CPC, etc.) and/or other financial and payment terms (e.g., budget), as applicable; (v) Ad Campaign start date(s) and end date(s); (vi) networks or distribution platforms where the Ads will appear; and (vii) any additional Ad Services and related details. Advertiser hereby commits to a minimum of three (3) months of Ad Distribution and Display Services set forth in the Order unless otherwise agreed in writing in the Order and signed by the Parties.

#### **2. INVOICE AND PAYMENT.**

A. Cox Media will issue invoices to Advertiser monthly, using the standard broadcast month or calendar month, or at the conclusion of an Ad Campaign, as applicable. All credits to be applied to any invoices must be included in the applicable Order signed by Cox Media and shall be applied on the invoice.

B. Advertiser shall pay each invoice in full within 30 days of the date of the invoice without any deduction or right of set-off; provided, however, Cox Media reserves the right, in its sole discretion, to require monthly payments in advance (“**Advance**”) of any scheduled distribution of Ads as a condition to Cox Media’s distribution and/or continued distribution of Ads under an Order.

C. Upon Advertiser’s request, Cox Media will provide verification of performance with the applicable invoice, provided that the furnishing and accuracy of such verifications shall not relieve Advertiser of its obligation to timely pay any invoice. Cox Media shall not be liable to Advertiser for, and makes no representations or warranties with respect to, such verifications, which shall be as follows:

(i) Affidavits for Spot Cable or for Ads on Covered Sites shall state dates and times taken from the official report maintained by Cox Media in the case of Spot Cable or provided to Cox Media by its third party ad server in the case of Ads on Covered Sites. Such excerpts from the official report or third party ad server data shall be the verifications of performance and the definitive proof of performance.

(ii) For Ads on interconnects that include satellite homes, the invoiced run time represents the actual air-time in the partner zones with the highest number of Subscribers in the market, subject to the following sentence. The actual air-time to such homes may occur up to forty-five minutes on either side before or after the invoiced run time, and such a variance shall not affect any invoice. Due to technical limitations in Cox Media’s reporting system, affidavits may not accurately reflect the actual and invoiced run time in such situations.

#### **3. TERMINATION.**

A. In addition to the termination provisions set forth in Section 4 of the General Terms, Advertiser may terminate an Agreement for Advertising Distribution and Display Services in writing (confirmed email is sufficient) as follows:

(i) For Spot Cable Ads with a duration of 60 seconds or less, with a termination effective no earlier than 14 days after the commencement of distribution of Ads under the applicable Order.

(ii) For Spot Cable Ads with a duration of more than 60 seconds with termination effective no earlier than 28 days after the first date of distribution under the applicable Order.

(iii) Ads on VOD or any interactive platform, as mutually agreed upon by the parties, with termination effective no earlier than 14 days after the commencement of distribution under the applicable Order.

#### **4. ADS; AD MATERIALS.**

A. License. All Advertiser Ads and Ad Materials shall comply with the Cox Media Ad Guidelines. Advertiser hereby grants to Cox Media and its Affiliates and Vendors a worldwide, non-exclusive, limited, royalty-free, sub-licensable right to: i) distribute, serve, and display the Ads, (ii) Conform the Ads as reasonably necessary in order to distribute, serve, or display the Ads as set forth in the applicable Order or as otherwise required under Applicable Law and to distribute and serve the Ads with such changes, and (iii) copy and store the Ads during the distribution thereof as Cox Media deems appropriate to optimize the performance of Cox Media Ad distribution, or other content distribution as applicable. As used herein, “**Conform**” or “**Conforming**” means to reproduce, edit, copy, reformat, digitize, cut, adapt, compress, transcode, display, perform, alter, reformat, reclassify, modify, compress, create derivative works of and/or technologically manipulate an Ad. Cox Media shall not be liable for any damages incurred by Advertiser related to Conforming by Cox Media of the Ads or for Ads or Ad Materials provided or approved by Advertiser.

B. Delivery. Advertiser shall deliver the Ad Materials to Cox Media in the manner and at the times specified in the Order, or, if no time is specified, by the date set by the applicable Cox Media market (in each case, the “**Flight Date**”). Advertiser shall pay all expenses incurred with the delivery to Cox Media and any return of the Ad Materials to Advertiser if such return is directed in the Order or is otherwise requested by Advertiser.

C. Late Delivery. Late delivery of the Ad Materials may result in delays in the start date of the Ads. If Advertiser fails to deliver Ad Materials by the Flight Date, Cox Media will use reasonable efforts to distribute Ads as specified in the Order but shall not be liable for time lost due to such late delivery. Cox Media may bill Advertiser for the media purchased pursuant to the Order regardless of any shortfall in Ads distributed or served due to late delivery of the Ad Materials. Advertiser shall also be liable for any charges assessed by the third parties due to delays in providing the Ad Materials to Cox Media.

D. Ad Serving. If a third-party ad serving system is specifically identified in an Order, Cox Media may serve Ads through such third-party ad serving system on Advertiser’s behalf; but in any case, Advertiser acknowledges and agrees that the traffic, impressions and clicks reporting provided by Cox Media shall control with respect to Cox Media’s obligations under the Agreement. Cox Media may discontinue display of Ads without liability if the total number of impressions or clicks, as applicable, for such specified display period is reached prior to the end of the scheduled display stop date. An Ad Campaign is considered fully delivered if at least 90% of the impressions or clicks, as applicable, were achieved. If there is a shortfall in delivery of impressions or clicks, as applicable, of more than 10% at the end of any specified period, Cox Media will provide, as Advertiser’s sole remedy, make-up impressions or clicks (“**Makegoods**”) pursuant to Section 5.B below.

E. Ad Fulfillment. Unless otherwise specified in the applicable Order, positioning and size of the Ads is at Cox Media’s (in the case of a Cox Media or Cox Media owned or operated Covered Site) or a Site Owner’s sole discretion. Cox Media and Site Owners make no guarantees with respect to usage statistics or levels of impressions for any Ads. Cox Media agrees to use commercially reasonable efforts to fulfill the number of impressions or clicks agreed to in the Order. Cox Media provides Advertiser with estimated usage only as a courtesy and shall not be liable for any claims related to such usage statistics. Cox Media and Site Owner reserve the right to edit, revise, reject or cancel any Ad space reservation or position commitment at any time. Advertiser shall at all times be responsible to provide Cox Media with accurate traffic instructions for all Ads placed under an Order. For standard requests, Advertiser shall provide the Ad Materials and traffic instructions to Cox Media at least three (3) business days before the start date specified in the Order and, for content integration services, at least eight (8) business days before the start date specified in the Order (or, in either case, earlier if requested by Cox Media) or the Ad display may be delayed. Advertiser agrees to monitor the Ads to ensure Cox Media is following the trafficking instructions provided by Advertiser, and to notify Cox Media immediately of any errors.

F. Ad Placement. Advertiser acknowledges and agrees that other content, tools or information provided by Cox Media or third parties may appear on the screen over the distributed Ad, including, without limitation, (i) navigational content appearing during processes such as program selection, ordering and playback; (ii) Emergency Alert System information is required by law to be displayed; and (iii) any content, tools or information that a publisher or viewer could cause to be displayed through interactive media or otherwise.

G. Compliance and Approval. Advertiser is responsible for obtaining all necessary rights, releases, licenses, permits, and/or other authorizations to use the content in the Ad Materials, including without limitation, ASCAP, BMI or SESAC licensing fees, and any statutory compulsory license or other license fees to be paid with respect to the copyright in any sound recordings in Ad Materials. Notwithstanding anything in the Order to the contrary, Ad Materials provided by or obtained from Advertiser are subject to Cox Media approval, the Cox Media Ad Guidelines, and any applicable network/carrier/digital media platform restrictions, including standards and practices and consumer protection statutes. Cox Media may, without liability, reject or withdraw any Ad or Ad Materials in the event Cox Media determines that such Ad or Ad Materials violate the Agreement or are otherwise unsatisfactory or unacceptable. If any Ad or Ad Materials are rejected or withdrawn hereunder, Cox Media shall

attempt to so notify Advertiser and, regardless of whether Advertiser furnishes satisfactory Ad Material or Ads in a sufficient amount of time in advance of distribution as determined by Cox Media, may bill Advertiser for the time reserved.

H. Pop-Ups; Prohibited Monitoring: Except as stated in an applicable Order, Advertiser shall not place or knowingly permit Ads that obstruct or interrupt the user's experience on any Covered Site or other Cox Media or Cox Media Affiliate property, including expanding Ad Materials, pop-under Ad Materials or pop-up Ad Materials. Advertiser shall ensure that no spyware, adware, cookies, tracking, snooping, viruses, or scripting software (e.g. Java Script) are included with, or distributed by, any of the Ads or Ad Materials, nor will Advertiser include or place within the Ads or Ad Materials or otherwise any software to track usage or monitor an individual's usage of a Covered Site or other media. Ads may also not (i) spawn additional windows or messages beyond the original Ad; (ii) auto-forward users' browsers; or (ii) resemble system dialogue boxes or error messages. Advertiser shall not capture, share or use any Personally Identifiable Information ("**PI**") from any Covered Site or Cox Media Property, other media or from any visitors to any such media. All Ad Materials, as provided to Cox Media, will not include tags, pixels, code, instructions, recipes, or formulas that would either directly or indirectly, if implemented, result in injury to Cox Media, Site Owner or any third party. Advertiser's use of any software, code, or other monitoring related to the forgoing prohibited activities shall constitute a material breach of the Agreement. Cox Media reserves the right to audit the Ads or Ad Materials at any time for such software, code, or activities. or Cox Media Affiliate, except as and to the extent necessary to perform its obligations under ..the applicable Order.

## **5. AD DISTRIBUTION AND DISPLAY; MAKEGOODS.**

A. Spot Cable Ads: Spot Cable Ads contracted for distribution on an interconnect basis will be billed after such Ads have been distributed to 90% of the Subscribers within the applicable interconnect capable of receiving the applicable schedule in standard definition. All Ads are preemptible. Except as set forth in Section 4 above and as may be otherwise excluded in the Agreement, if an Ad is not exhibited by Cox Media, Advertiser is not required to pay for the media purchased. Notwithstanding anything to the contrary herein, with respect to Spot Cable and VOD, if an Ad is exhibited for at least ninety percent (90%) of the total schedule ordered, or within five (5) minutes of a requested time, Advertiser agrees to pay in full. Ads distributed on other platforms will be billed no later than the end of the month following the month in which such distribution occurs, regardless of whether or not the applicable campaign has completed. To the extent that incremental costs become due with respect to text message Ads sold at a flat or package rate (prepaid), such incremental charges will be billed during the month in which such costs are due.

C. Makegoods for Ads on Covered Sites: Cox Media will monitor delivery of Ads on Covered Sites and will notify Advertiser either electronically or in writing as soon as commercially reasonable if Cox Media believes that an under-delivery above ten percent (10%) is likely. In the case of a probable or actual under-delivery above ten percent (10%), Advertiser and Cox Media may arrange for Makegoods consistent with the Agreement. If actual delivery for any Ad Campaign falls more than ten percent (10%) below guaranteed levels, as set forth in the Order, Advertiser and Cox Media will use commercially reasonable efforts to agree upon the conditions of a Makegoods flight, either in the Order or at the time of the shortfall. If no Makegoods can be agreed upon, Advertiser may execute a credit equal to the value of the under-delivered portion of the contracted Order for which it was charged. If Advertiser has made a cash prepayment to Cox Media, specifically for the Ad Campaign Order for which under-delivery of more than ten percent (10%) applies, then, if both the Advertiser Client and Advertiser Representative are reasonably current on all amounts owed to Cox Media under all other Agreements with Cox Media, Advertiser may elect to receive a refund for the under-delivery equal to the difference between the applicable pre-payment and the value of the delivered portion of the Ad Campaign. In no event will Cox Media provide a Makegood or extend any Ad beyond the period set forth in the Order without the prior written consent of Advertiser. If an Order contains cost per event deliverables (e.g. cost per click, cost per impression, etc.), the predictability, forecasting, and conversions for such deliverables may vary and guaranteed delivery, even delivery, and Makegoods are not available. For the avoidance of doubt, Cox Media is not required to provide Makegoods for any failure to deliver Ad Distribution and Display Services to Advertiser under the Agreement via third parties.

## **6. NO GUARANTEE; DISCLAIMER**

A. Cox Media and its Vendors do not guarantee customer impressions, clicks, response rates or the ability to convert responses into sales. Cox Media does not warrant or guarantee the profile or demographics of a respondent, Cox Media's rates, PI of Cox Media's Subscribers and all VOD enabled subscriber numbers or amounts, and all response rates and other patterns of customer behavior associated with interactive Ads constitute Confidential Information of Cox Media pursuant to this paragraph. To the extent Advertiser receives PI from or about Cox Media's Subscribers, users, respondents to interactive functionality in Ads, VOD users or the numbers of VOD enabled Subscribers through the performance of its obligations under the Agreement, Advertiser will use such information solely for purposes of responding to or fulfilling the specific customer-initiated transaction (i.e., customer request for information) through which such information was obtained. As between Cox Media and the

Advertiser Client and Advertiser Representative, all PI and VOD enabled subscriber numbers are and shall remain the exclusive property of Cox Media and neither Advertiser Client nor Advertiser Representative shall acquire any right, title or interest therein. Neither Advertiser Client nor Ad Representative shall retain, use, or disclose such PI, VOD enabled subscriber numbers, or Confidential Information for any other purpose unless it receives the customer's separate prior written or electronic consent to do so. Advertiser agrees to display its privacy policy in a readily accessible and conspicuous location and to take reasonable steps to enable customers to access Advertiser's privacy policy. Advertiser and Ad Representative agree to comply with all applicable privacy Laws. Cox Media, Cox Media Affiliates or Site Owner own all right, title and interest (including copyright) in their respective Covered Sites, broadcast stations, social media outlets, other media and all user information (including any personally identifiable transactional data, demographic information and/or Campaign Data) collected by them in connection with any campaign hereunder, as well as in any advertising material or other content that is furnished by or represents the creative effort of Cox Media, Cox Media Affiliate or Site Owner.

B. Audience estimates provided are prorated market-level impressions and/or ratings, adjusted based on each network's estimated ad-insertable households by "Syscode" (a specific 4-digit code assigned by Ampersand to represent a specific geography available for ad insertion in local cable). Syscode-level Ad-Insertable Universe Estimates (AIUEs) for each network are updated quarterly by Ampersand and reflect the estimated number of homes within the Syscode capable of receiving advertisements inserted by Cox Media on the specific network(s). Advertiser acknowledges and agrees that not all devices deployed in households in cable markets served by Cox Media are addressable and that certain devices may not be capable of receiving all Ads run in that cable market. The information provided will be periodically updated by Cox Media. For more information, please contact your Advertising Sales Executive.

C. Any ratings, impressions and clicks estimates provided by Cox Media are for informational purposes only. Cox Media specifically disclaims and makes no representations and warranties of any kind, expressed or implied regarding ratings, impressions, clicks or any other estimate of the number of homes, viewers, etc. exposed to a campaign.

D. Cox Media's spot and clearance information provided during a broadcast month is preliminary, and may vary from final affidavits. Advertiser will be billed and will be required to pay for Ads based on final affidavits as set forth in Section 2 above.

## **7. ADDITIONAL TERMS**

A. Force Majeure. If Cox Media suffers Force Majeure Event causing delay or default with respect to Ad Distribution and Display Services, Cox Media will make reasonable efforts within five (5) business days to recommend a substitute transmission for the Ad or time period for the transmission. If no such substitute time period or Makegood is reasonably acceptable to Advertiser, Cox Media will allow Advertiser a pro rata reduction in the space, time, and/or program charges hereunder in the amount of money assigned to the space, time, and/or program charges at time of purchase. In addition, Agency will have the benefit of the same discounts that would have been earned had there been no default or delay.

Exhibit B

Digital Marketing Services Additional Terms



## Exhibit C

### Creative Ad Services Additional Terms

Following are the additional terms and conditions applicable to the creation of Deliverables (“**Creative Ad Services Additional Terms**”) pursuant to an Order between Advertiser and Cox Media for Creative Ad Services. Capitalized terms not defined herein shall have the meaning ascribed to them in the General Terms. These Additional Terms are appended to the Cox Media Advertising Services General Terms and Conditions (“**General Terms**”). In the event of a conflict between these Additional Terms and the General Terms, these Creative Ad Services Additional Terms shall govern solely for the Creative Ad Services contemplated hereunder.

**1. CREATIVE AD SERVICES.** Cox Media offers the Creative Ad Services set forth below and shall provide such Ad Services and any applicable Deliverables as specified in an Order.

A. **Ad Creation.** Cox Media will create Ads specified in the applicable Order for distribution and display on Covered Sites.

Cox Media may provide Creative Ad Services not otherwise defined herein, such Ad Services will be subject to availability of Cox Media’s creative capacity and will be provided on an “as is” basis.

**2. ORDERS.** Each Order for Creative Ad Services shall specify: (i) the name of the Advertiser Client, (ii) the Advertiser Representative, if any, and the relationship between the Advertiser Client and such Advertiser Representative; (iii) the types of Ad Services to be provided, (iv) the types and quantity of the Deliverables to be created, (v) the specific requirements for the Deliverables, (vi) how the Deliverables will be delivered, and the expected date(s) of delivery, and (vii) rates (e.g., price per Creative Ad Service and completed Ad or other Deliverable), and other financial terms (e.g., budget).

**3. TERM; TERMINATION.** The term (“**Term**”) of any Creative Ad Services Agreement shall begin on the date the Order is signed or accepted in writing by Cox Media and shall end on the last day of delivery of the Creative Ad Services and/or Deliverables. All Orders for Creative Ad Services are accepted by Cox Media on a non-cancellable basis, unless otherwise stated in the applicable Order signed by the parties.

**4. AD CREATION.** Ads will be created by Cox Media using Ad Materials, Works, and/or GenAI Content (defined below).

**5. AD MATERIALS.** Ad Materials shall be provided by Advertiser on the dates and in the manner set forth in the Order and/or Scraped by Cox Media from Advertiser Websites. All Advertiser Ad Materials must comply with the Cox Media Ad Requirements.

(i) **License** Advertiser hereby grants to Cox Media and its Affiliates and Vendors a worldwide, non-exclusive, limited, royalty-free, sub-licensable right to: (i) Scrape the Advertiser Websites as needed to obtain Ad Materials, and (ii) use the Ad Materials to perform the Creative Ad Services and include in the Deliverables created by Cox Media under the applicable Order.

(ii) **Delivery.** Advertiser shall deliver or provide access to Ad Materials to Cox Media in the manner and at the times specified in the Order. Advertiser shall pay all expenses incurred with the delivery to, or access or extraction by, Cox Media and any return of the Ad Materials to Advertiser if such return is directed in the Order or is otherwise requested by Advertiser.

(iii) **Late Delivery.** If Advertiser fails to timely deliver or provide access to Ad Materials to allow enough time for Cox Media to deliver completed Ads or other Deliverables set forth in the Order, Cox Media may bill Advertiser for the media purchased pursuant to the Order in reliance on the creation and delivery of the Deliverables. Advertiser shall be liable for any charges assessed by the third parties due to delays by Advertiser in providing or providing access to the Ad Materials.

**6. WORKS.** Cox Media may include its or a third-party’s licensed Works in the Deliverables. All Works used in connection with the Deliverables are and remain the exclusive property of Cox Media or such third-party unless specifically noted in the Order or in the applicable Ad Services Agreement.

**7. GENAI CONTENT.** Unless excluded from the applicable Order, Advertiser understands, agrees, and hereby requests and authorizes Cox Media to employ generative AI platforms/tools in the creation of the Deliverables, and to include GenAI Content in the Deliverables. **Advertiser understands and agrees that (i) Cox Media shall not be liable in any way for the GenAI Content in the Deliverables, and (ii) Advertiser shall have no intellectual property rights in any GenAI Content contained in the Deliverables.**

**8. ADVERTISER APPROVAL; COMPLIANCE.**

A. Advertiser must review and approve all Deliverables before they are distributed and/or displayed by Cox Media. For the avoidance of doubt, authorization to commence an Ad Campaign using a Deliverable shall constitute such Advertiser approval



hereunder. Acceptance of Ad Materials by Cox Media does not imply approval or acceptance or otherwise warrant that they comply with the terms of the Agreement. Advertiser understands and agrees that any delay in approval by Advertiser may delay the start of the applicable Ad Campaign.

B. Advertiser shall obtain all necessary rights, releases, licenses, permits, and/or other authorizations to shoot footage and/or to use materials in the Deliverables, including (without limitation) real or personal property, photographs, props, merchandise, artwork, stock footage, musical performances, musical compositions or any other property or rights belonging to third parties which it provides to Cox Media for the Deliverables, including without limitation, ASCAP, BMI or SESAC licensing fees, and any statutory compulsory license or other license fees to be paid with respect to the copyright in any sound recordings in Ad Materials. Notwithstanding anything in the Order to the contrary, Ad Materials provided by or obtained from Advertiser are subject to Cox Media approval and the Cox Media Ad Restrictions, and Applicable Law, including standards and practices and consumer protection statutes. Cox Media may, without liability, reject any Ad Materials in the event Cox Media determines that such Ad Materials violate the Agreement or are otherwise unsatisfactory or unacceptable. If any Ad Materials are rejected or withdrawn hereunder, Cox Media shall attempt to so notify Advertiser and, regardless of whether Advertiser furnishes satisfactory Ad Material in a sufficient amount of time in advance of creation of the Deliverables as determined by Cox Media, may bill Advertiser for the costs of the delay. Cox Media shall not and shall not be responsible or liable for obtaining or confirming permissions or copyright clearances for any Deliverables, Ad Materials or GenAI Content whatsoever.

C. Advertiser shall ensure that no spyware, adware, cookies, tracking, snooping, viruses, or scripting software (e.g. Java Script) are included with, or distributed by, any of the Ad Materials, nor will Advertiser include or place within the Ad Materials or otherwise any software to track usage or monitor an individual's usage of a Covered Site or other media. All Ad Materials, as provided to Cox Media, will not include tags, pixels, code, instructions, recipes, or formulas that would either directly or indirectly, if implemented, result in injury to Cox Media, a Site Owner or any third party. Advertiser's use of any software, code, or other monitoring related to the forgoing prohibited activities shall constitute a material breach of the Agreement. Cox Media reserves the right to audit the Ad Materials at any time for such software, code, or activities.

**10. WARRANTY.** Advertiser and Advertiser Representative each expressly represent and warrant that it will obtain all necessary rights, releases, licenses, permits, and/or other authorizations to shoot footage and/or to use materials in the Deliverables as required in Section 9.B above.

## Exhibit D

### Data Analytics Services Additional Terms

The following are the additional terms and conditions applicable to the creation of any data analytics, enablement, and reporting (“**Data Analytics Services Additional Terms**”) pursuant to an Order entered into by and between Cox Media and Advertiser, each of which shall reference and be governed by the General Terms as well as these Data Analytics Services Additional Terms. In the event of a conflict between these Data Analytics Services Additional Terms and the General Terms, these Data Analytics Services Additional Terms shall govern solely for the Data Analytics Services contemplated hereunder.

1. **ORDERING OF SERVICES.** “**Data Analytics Services**” means those services pursuant to which Cox Media (a) generates and places ad tags as requested by Advertiser, (b) receives **Advertiser Data** (as defined below) from Advertiser and may de-identify all or part of the Advertiser Data, including any Advertiser Data that may be included in any Cox Media Analytics, as defined below (any Advertiser Data that is de-identified is referred to herein as “**De-Identified Advertiser Data**”), (c) uploads Advertiser Data and/or De-Identified Advertiser Data into an analytics technology platform designated by Cox Media, which analytics technology platform may be operated by a third party service provider to Cox Media, (d) reviews and summarizes Advertiser Data and/or De-Identified Advertiser Data using third party platform and services, (e) creates and furnishes to Advertiser the Cox Media Analytics in the form of a report and as may be more fully described in the applicable Order, and (f) provides additional services using such Cox Media Analytics, as may be more fully described in the applicable Order. To obtain Data Analytics Services, Advertiser must sign an applicable Order that describes in greater detail the specific Data Analytics Services that Cox Media will provide to Advertiser. Advertiser will provide Cox Media with the information and assistance specified in the General Terms as supplemented by these Data Analytics Services Additional Terms and in the applicable Order. Cox Media may subcontract any or all of the Services it is to provide to Advertiser, without notice to Advertiser.

#### 2. **TERM AND TERMINATION.**

a. Term. These Data Analytics Services Additional Terms are effective as of the Effective Date specified in the applicable Order and shall remain in effect until terminated in accordance with the terms hereof or as provided in the applicable Order (the “**Data Analytics Services Term**”).

b. Termination of an Order. In addition to any termination rights granted within the General Terms, either party may terminate an Order for Data Analytics Services in accordance with the terms of this Agreement and the applicable Order. Termination of an Order in accordance with its terms will not terminate another Order or the Agreement. Without limiting Cox Media’s other termination rights herein or in the General Terms, Cox Media may terminate an Order if Advertiser has not provided the Advertiser Data within thirty (30) days of the Order Effective Date.

c. Effect of Termination. In addition to Section 4(C) of the General Terms, termination of the Agreement or any part of the Agreement will not excuse Advertiser from paying in full (as applicable) for all Services provided through the termination date and for any non-cancellable fees (as applicable) Cox Media owes to third parties. Upon termination of the Agreement or any Campaign Order, all charges (as applicable) for Services performed under this Agreement (or the applicable Campaign Order) through the termination date and all non-cancellable fees (as applicable) Cox Media owes to third parties shall become immediately due and payable, including interest on any sums not paid when due.

#### 3. **ADVERTISER ACKNOWLEDGEMENTS.** Advertiser understands, acknowledges and agrees to the following terms:

a. Cox Media may modify the composition of the Data Analytics Services from time to time during the Term of the Agreement based on Cox Media’s assessment of Advertiser’s needs.

b. Cox Media may provide the Data Analytics Services itself and/or through or in conjunction with one or more third party vendors or third party platforms.

c. Advertiser understands and agrees that, with respect to Data Analytics Services, Cox Media is not responsible for (i) the completeness or accuracy of any source data that is provided by or on behalf of Advertiser and/or sourced from publicly available sources or databases; or (ii) the accuracy of results based on such source data. Further, the Cox Media Analytics Data and reports represent Cox Media’s efforts to accurately report information that is based upon the Advertiser Data and any third-party data sets specified in the applicable Order. Advertiser is solely responsible for its use of and interpretation of the Cox Media Data and related reports, including without limitation, any decisions that Advertiser makes based on or relating to the Cox Media Data or the Data Analytics Services.

#### 4. **ADVERTISER REPRESENTATIONS, WARRANTIES, AND COVENANTS.** Advertiser represents, warrants and

covenants that:

a. Advertiser has a reasonable basis for all claims made within the Ad Materials, possesses appropriate documentation to substantiate such claims and shall fulfill all commitments made in its campaigns, and that all product information it provides is truthful, accurate, and complete, and is not misleading in any way.

b. Any collection or use by Advertiser of data arising from the Services is done in compliance with Advertiser's privacy policy, and Advertiser's privacy policy is (i) in keeping with applicable industry guidelines and best practices with respect to online privacy, (ii) in compliance with all applicable laws, including without limitation, all applicable privacy laws for data collection, and (iii) maintained on Advertiser's website.

c. The Ad Materials and Approved Content do not give rise to any product liability or other claim.

d. With respect to all Advertiser Data: (i) it has provided to all applicable data subjects all disclosures required by applicable law and/or Advertiser's policies and procedures; (ii) it has complied with all applicable privacy and data security laws and all of Advertiser's policies and procedures with respect thereto, in the collection, storage, processing, transfer, and maintenance of all Advertiser Data, including, without limitation, any opt-in and opt-out requests and other directions from all data subjects to the extent Advertiser is required by applicable law and/or Advertiser's policies and procedures to comply with such opt-in, opt-out and other directions from data subjects; and (iii) it exclusively owns, controls or has all necessary licenses to such Advertiser Data and has obtained all necessary authorizations, releases, rights, permissions, and consents from all data subjects to provide the Advertiser Data to Cox Media and to authorize Cox Media to use such Advertiser Data in the manner contemplated by any applicable Data Analytics Order.

## 5. OWNERSHIP AND LICENSE.

a. "**Advertiser Data**" means a data set containing Advertiser's customer information, which may include information obtained from ad tags and purchasing history, demographics, location, and other Personal Information and personally identifiable information that Advertiser would like Cox Media to use to provide Data Analytics Services. Notwithstanding the foregoing, Advertiser expressly agrees that Advertiser Data shall not include Personal Information from any data subject under the age of sixteen (16).

b. "**Cox Media Analytics**" means reports, analysis, data, trends, profiles and other strategic information developed by Cox Media from Advertiser Data or De-Identified Advertiser Data in the performance of Data Analytics Services.

c. As between Cox Media and Advertiser, Cox Media shall own all right, title and interest in and to (i) Cox Media Analytics (excluding Advertiser Data therein) De-Identified Advertiser Data; (ii) the form and format in which any Cox Media Analytics may be provided to Advertiser; and (iii) all intellectual property rights in the foregoing (collectively, (i), (ii), and (iii) constitute "**Creative Work**"). To the extent Advertiser obtains any right, title or interest in and to any Creative Work other than any license that is expressly granted to Advertiser in the Agreement, Advertiser hereby assigns to Cox Media all such right, title and interest in such Creative Works, free of all liens and encumbrances. Cox Media retains all rights in and to Creative Work except for any express license that is granted to Advertiser in a Campaign Order.

d. Advertiser grants to Cox Media a non-exclusive, worldwide, royalty-free, fully paid-up license under Advertiser's rights in Ad Material to (i) perform the Data Analytics Services in accordance with an applicable Order, including without limitation, to create De-Identified Advertiser Data, (ii) use, publish, display, transmit, distribute, create derivative works of, and copy, Ad Material to create Cox Media Analytics in providing Services, and (iii) use, publish, display, transmit, distribute, create derivative works of, and copy, of Advertiser Data (including any Advertiser Data that may be included in Cox Media Analytics) to create De-Identified Advertiser Data which Cox Media and Cox Media Affiliates may use for its business purposes, including, without limitation, to develop and/or enhance Cox Media's and Cox Media Affiliates' products and services and for benchmarking and other analytical purposes. The foregoing license includes the right of Cox Media to grant sublicenses to Cox Media Affiliates and Cox Media's third party vendors for the purpose of providing Data Analytics Services, creating Cox Media Analytics, and to create and use De-Identified Advertiser Data for their business purposes.

e. Cox Media, Cox Media Affiliates and their third-party vendors shall have no obligation to retain Advertiser Data for any period of time or to make or maintain any back-up of Advertiser Data. At any time when Advertiser Data is not needed by Cox Media to provide Data Analytics Services pursuant to an applicable Campaign Order, Cox Media, Cox Media Affiliates and

their third-party vendors may (i) destroy Advertiser Data or (ii) create De-Identified Advertiser Data and then destroy Advertiser Data, in either case, without notice to Advertiser. Cox Media and Cox Media Affiliates may aggregate De-Identified Advertiser Data with any other data in their possession. For avoidance of doubt, Cox Media and Cox Media Affiliates may retain De-Identified Advertiser Data (whether or not aggregated with other data) indefinitely.

**6. INDEMNIFICATION.** In addition to any indemnification obligations contained in the General Terms, Advertiser shall indemnify, defend and hold harmless the Cox Media Indemnitees) against any claim, investigation, demand, suit or proceeding made or brought against any Cox Media Indemnitees by a third party (including, without limitation, law enforcement or any governmental or regulatory authority): (i) arising from Advertiser's violation of any terms of use or other applicable guidelines issued by any Third Party Media; or (ii) arising from Advertiser's products or services, including without limitation, any product liability, personal injury or illness (up to and including death), or damage to property