

## **Standard Terms and Conditions**

The advertising client and its advertising agency or media buying service (“Agency”), and/or other client representative (collectively, “Advertiser”) and Gray Television Group, Inc., its subsidiaries and affiliates (collectively, “Gray”) hereby agree that the insertion order, agreement, or other contract (the “Agreement”) by which Gray creates, displays and/or broadcasts advertising content or material for Advertiser (the “Advertisement”) is expressly subject to the following Terms and Conditions except to the extent that Advertiser and Gray otherwise agree in writing. In addition, to the extent the Advertisements include web, mobile or other digital distribution, the Agreement is also subject to the current version of the AAAA/IB Standard Terms and Conditions for Internet Advertising and to Gray’s web channel Terms of Use Agreement and Privacy Policy, in each case, to the extent not inconsistent with these Terms and Conditions. As used herein, “broadcast” includes transmission over the FCC authorized facilities of the identified station(s), as well as transmission or distribution of the Advertisements by Gray via any other means, whether now known or hereafter devised, including but not limited to mobile distribution, Internet streaming, and web channels.

1. **Non-Discrimination.** Gray does not discriminate in its advertising contracts, and it will not accept advertising intended to discriminate on the basis of race or ethnicity. Advertiser hereto affirms that nothing in this Agreement is intended to discriminate on the basis of race or ethnicity.

2. **Invoices and Payment.** Any time of terrestrial broadcast on an invoice shall be accurate within 15 minutes. Any invoice identifying Advertisements and their date and time of broadcasts, when sworn to by Gray, shall constitute an affidavit of performance or proof-of-performance. All invoices shall be deemed to be correct unless proven otherwise. Payment by Advertiser is due within 30 days after Advertiser’s receipt of invoice. If any amount is not paid when due, such amount shall bear interest at the maximum amount permitted by law. Advertiser agrees to pay all collection agency fees and expenses, and other cost of collection including reasonable attorneys’ fees and court costs, as well as any taxes that are imposed on Advertiser’s Advertisements under this Agreement. If Advertiser is using an Agency in connection with any advertising placed under this Agreement, Advertiser and such Agency will be jointly and severally liable to Gray hereunder. In the event any Advertisements are purchased pursuant to a cooperative advertising arrangement, the Agency is acknowledged to be the agent of the source of the cooperative advertising funds (hereinafter called “Vendor”), and Vendor shall be jointly and severally liable with Agency and the client for payment in full of the entire cost of said announcements within the time specified and until payment in full is received by Gray. Payment by Vendor to Agency or client shall not constitute payment to Gray. Hereinafter, Vendor shall be included in the reference to “Advertiser.”

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

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

5. **Ownership and Rights.** Gray owns all right, title and interest (including, without limitation, copyright rights) in and to all advertising material and other content that is furnished and/or produced by Gray hereunder. Advertiser will not reproduce, use, or authorize any reproduction or use of any such material without Gray’s prior written consent. Gray owns all right, title and interest in and to any user or usage data or information collected via or related to any of the Advertisements or Gray’s web channels. Advertiser has no rights to any such information by virtue of this Agreement. In providing content to Gray for broadcast, Advertiser irrevocably grants Gray a non-exclusive, royalty-free license to use, distribute, and sublicense such content on the station(s), web channels, or other platforms owned and/or operated by Gray, as selected by Advertiser, including the right to authorize the

distribution of broadcast signals by MVPDs on a simultaneous and non-simultaneous, on-demand basis and for Gray to stream content over the Internet and via mobile apps and technology. Advertiser represents and warrants that it controls all necessary reproduction, performance and/or synchronization rights to the content furnished by Advertiser to Gray and Gray’s use of the content does not violate any third party’s rights.

6. **Termination; Disputes.** Gray may terminate this Agreement at any time upon notice to Advertiser if Advertiser breaches any provision of this Agreement. Any such termination will not release the Advertiser from its obligation to pay amounts owed hereunder, which amounts will become immediately due. This Agreement is not cancelable by Advertiser, unless otherwise specified on the face hereof. Any dispute by Advertiser with any service or invoice provided by Gray shall be reported to Gray in writing within 30 days from the date of invoice relating to the same, time being of the essence (but any such dispute shall not affect Advertiser’s obligation to make payment within 30 days). Failure to report any such dispute within such time shall constitute a waiver of any claim by Advertiser with respect to such dispute. A waiver by Gray of any term, condition or agreements to be performed by Advertiser or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other term, condition or agreement herein contained. No change, waiver, or discharge hereof shall be valid unless signed by an authorized representative of Gray. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts entered into and to be wholly performed in said State. Gray and Advertiser hereby consent to the non-exclusive jurisdiction of the federal and state courts located in the State to which a station displaying an Advertisement is licensed by the FCC.

7. **Indemnification.** Advertiser agrees to indemnify and hold harmless Gray and its officers, directors, shareholders, employees, licensees and assigns against all liability resulting from or relating to the use or broadcast of content furnished by Advertiser or otherwise incurred in connection with any breach of this Agreement by Advertiser.

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

9. **Miscellaneous.** This Agreement is subject to all applicable laws and regulations now in force or hereafter enacted. Advertiser may not assign or transfer any of its rights or obligations. The parties intend this Agreement to be the complete statement of the terms of their agreement. This Agreement may not be changed, modified, or amended except in writing signed by both Advertiser and Gray. No course of prior dealing or usage of trade shall be relevant to amend or interpret this Agreement. Neither party will be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party. The warranties, indemnification obligations, limitations of liability and ownership rights set forth herein will survive the termination or expiration of this Agreement.