



AVANT YOUTH STANDARD ADVERTISING TERMS AND CONDITIONS

These AVANT YOUTH STANDARD ADVERTISING TERMS AND CONDITIONS (these “**Standard Terms**”) govern the purchase and placement of digital and/or online advertising campaigns (each a “**Campaign**”) by or on behalf of the advertiser (“**Advertiser**”) identified in the attached order confirmation (the “**Order**”) from the Avant-Youth platform (“**Platform**”) identified in the Order. These Standard Terms, collectively with the Order, are collectively referred to herein as the “**Agreement**.”

1. **ORDERS.** The details regarding Advertiser’s purchase of particular Campaigns (e.g., run dates, ad sizes, etc.) will be described in the Order. Platform will be under no obligation to accept any particular Order. Each Order executed by the parties during the Terms of this Agreement will be governed by the terms of this Agreement, regardless of whether these Standard Terms are attached to the Order.
2. **TERM.** The term of this Agreement will commence as of the date this Agreement is accepted by Advertiser (as described in § 15.8 below) and will continue in effect unless and until terminated as set forth herein (“**Term**”).
3. **ECONOMIC TERMS.**
- 3.1. **Fees.** Fees for each Campaign or any DM Services (as defined in § 6) purchased by Advertiser hereunder will be calculated based on Platform’s standard rate card. Platform’s invoices shall be in accordance with Platform’s records and shall be deemed final with respect to all charges set forth therein.
- 3.2. **Payment.** Except as otherwise provided in § 3.3, below or as agreed to by Platform from time to time in its discretion, payment in full is due no later than five (5) business days prior to the Order or Campaign (if an Order contemplates multiple Campaigns on a staggered schedule) start date.
- 3.3. **Credit Terms.** Notwithstanding § 3.2, above, Platform may grant credit terms to Advertiser, subject to Platform’s completion of a satisfactory credit check. If Platform has granted Advertiser credit terms, payment is due within thirty (30) days of invoice date. Notwithstanding the foregoing, Platform reserves the right to revoke Advertiser’s credit in the event Platform reasonably determines that Advertiser is no longer creditworthy. In such an instance, Platform may require payments for future Orders or Campaigns to be on a cash-in-advance basis (and, in such an event, such payments must be made no later than five (5) business days prior to the Campaign start date in accordance with § 3.2).
- 3.4. **Payment via Payment Cards.** Platform will accept payment via payment cards, but only under the following circumstances: (i) invoices for Advertisers in good standing that have passed a credit check as described in § 3.3, or (ii) for orders paid in advance of airing (cash- in-advance).
- 3.5. **Expenses.** All expenses related to the delivery of Advertiser Content (as defined below) or other materials to Platform and the return of such materials by Platform (if return is directed in writing by Advertiser) shall be paid by Advertiser, it being understood that digital assets will not be returned.
- 3.6. **Taxes.** In the event that any federal, state or local taxes are imposed on Advertiser’s use of the Services hereunder, such taxes shall be assumed and paid by Advertiser.
- 3.7. **Late Payment.** If Advertiser fails to timely pay, Platform may suspend the Campaigns running hereunder or immediately terminate this Agreement. If any amount is not paid by Advertiser when due, such amount shall bear interest at the rate of eighteen percent (18%) per annum or the maximum amount permitted by law (whichever is lower), computed from the original due date until paid. Without limiting the foregoing, if Advertiser’s account remains unpaid for thirty (30) days or more past the due date, Platform reserves the right to suspend all Campaigns until all such overdue amounts (and any

applicable interest charges, as specified above) are paid. In addition, Advertiser agrees to reimburse Platform for all expenses incurred by Platform in connection with the collection of amounts payable hereunder, including court costs and attorneys' fees. All deliverables will be the property of Platform until payment in full is received.

3.8. Billing. Any claims by Advertiser for a credit related to Campaigns run under this Agreement (e.g., billing disputes, claims that Campaigns ran in the wrong time slot, etc.) must be submitted in writing to Platform within ninety (90) days of the invoice date or the claim will be waived. If Advertiser disputes any amounts owed hereunder, Advertiser will pay all amounts not in dispute no later than the due date for the applicable invoice.

3.9. Performance-Based Billing.

3.9.1. Audience. No increase or deduction will be made from the charges owed to Platform because the audience share of one or more programs is more or less than Platform or Advertiser had anticipated or predicted. Advertiser, acknowledges and agrees that the audience share used for the purpose of calculating the price of advertising sold hereunder is only an estimate and that the Platform does not guarantee that the program(s) in which the advertising runs will achieve such ratings. Accordingly, no rebate will be made by Platform if actual program ratings fall below the estimated amounts and no additional consideration will be due and payable by Advertiser if actual program ratings exceed the estimated amount.

3.9.2. Impressions (Digital Ads). To the extent the Order contemplates a guaranteed number of impressions for a digital ad Campaign, Platform will run such Campaign until the total number of impressions has been delivered. Notwithstanding the foregoing, for a time-sensitive Campaign, if Platform fails to deliver the specified number of impressions for any reason other than for Advertiser's breach of this Agreement, Platform shall provide Advertiser with a make-good of equivalent value or pro rata refund, as mutually agreed upon.

4. ADVERTISING MATERIALS.

4.1. Content. Advertiser may, from time to time, provide Platform with advertising materials, including, without limitation, text, keywords, data, video, audio, images, illustrations, graphics, trademarks, service marks, and logos (collectively, "**Advertiser Content**") for use in connection with Platform's distribution of the Campaigns purchased hereunder and/or the

performance of DM Services. All Advertiser Content will remain the property of Advertiser.

4.2. Licenses. Advertiser hereby grants Platform and its designees a non-exclusive, irrevocable, worldwide, transferable, sub-licensable right and license (i) to use, reproduce, perform, display, distribute, and modify the Advertiser Content (or any portion thereof) via Platform's digital media property(ies) ("**Digital Properties**") (e.g., Platform's traditional and mobile website(s), tablet or mobile applications, etc.), as well as via other digital platforms (e.g., search engines, Advertiser's social media accounts, etc.)

contemplated in connection with any DM Services; (ii) to modify, copy, reformat, broadcast, transmit, retransmit and otherwise manipulate the Advertiser Content in connection with such display; and (iii) to use Advertiser's name and logo in connection with servicing the Campaigns. In addition, in connection with the DM Services, Advertiser hereby grants to Platform a non-exclusive, irrevocable (during the Term) worldwide, transferable, sub-licensable right and license (a) to distribute the Deliverables (as defined in § 4.4) and Advertiser Content through Platform's network of third party advertising channels or websites, which may include various forms of media, applications, and devices through which Platform distributes advertising; and (b) to list, represent, register, or establish accounts or keywords in connection with providing the DM Services.

4.3. Clearances. Advertiser will be responsible, at its own cost and expense, for obtaining all clearances, authorizations, permissions, licenses, and releases (collectively, "**Clearances**") from third parties necessary to enable Platform to distribute the Advertiser Content under this § 4, including, without limitation, (i) Clearances for any of the following creative elements appearing in or otherwise displayed via the Advertiser Content: photos, video footage, music (including, without limitation, any synchronization and mechanical licenses), audio tracks, trademarks, service marks, and rights of publicity and other indicia of identity, and (ii) Clearances from any individuals or entities whose trademarks, service marks, other corporate indicia, names, voices, likenesses, and other indicia of identity may appear in any of the Advertiser Content.

4.4. Advertiser Approval Right. To the extent that Platform and/or its affiliates are developing any creative or other deliverables on behalf of Advertiser under any Order ("**Deliverables**"), Advertiser will have two (2) days from receipt of any such Deliverable to review

and approve the Deliverable. Advertiser must notify Platform in writing of any rejection of the Deliverable within two (2) days after receipt thereof or the Deliverable will be deemed approved by Advertiser. Advertiser will not unreasonably withhold its approval. Only one (1) round of revisions shall be provided unless otherwise agreed by Platform. Additional corrections or modifications will be subject to an additional charge and may result in delays in the Campaign start date.

- 4.5. Technical Quality, Typographical Errors, Incorrect Insertions or Omissions. Platform is not be responsible for any material that is not properly displayed or that cannot be accessed or viewed because the material was not received by Platform in the proper form, in a timely manner, or in an acceptable technical quality for display on the Digital Property(ies). This Agreement cannot be invalidated, and Platform will not be liable for typographical errors, incorrect insertions or incorrect publication or omissions in any Advertiser Content displayed or published pursuant to this Agreement or omitted from broadcast or online publication.
- 4.6. Failure to Display Advertiser Content. Platform is not required to display any Advertiser Content or other material for the benefit of any person or entity other than Advertiser. If there is an interruption or omission of the broadcast and/or publication of any Advertiser Content or other material contracted to be broadcast and/or published hereunder, Platform may suggest a substitute time period for the broadcast and/or publication of the interrupted or omitted Advertiser Content or material or run the Campaigns on the Platform or on the Digital Property(ies) during an equivalent alternate time period, as determined by Platform. Alternatively, in cases where Advertiser has paid in advance and no such substitute time period is reasonably acceptable to Advertiser in Advertiser's good faith business judgment, Platform shall provide a "make good" in the form of a reduction in the amount of fees due to Platform (or credit of fees already paid) equal to the proportionate amount of money assigned to the interrupted or omitted Campaign(s). Such substitution in time period or placement or reduction in fees shall be Advertiser's sole and exclusive remedy for any failure to display Campaigns or other advertising material and Platform shall have no further liability hereunder for such failure.
- 4.7. Deadlines. Advertiser will deliver to Platform all applicable Advertiser Content by Platform's standard

deadline (as designated by Platform), in a format suitable for display on the Platform or on the applicable Digital Property(ies), as applicable, via a transmission method mutually agreed upon by the parties. Advertiser shall have the right to change any Campaigns after submission, provided that it submits any such changes to Platform no later than Platform's standard deadline (as designated by Platform). Advertiser shall pay all expenses connected with the delivery of the Campaign to Platform. Changes to any Campaigns after first broadcast or publication will result in additional charges, which will be disclosed to Advertiser in advance.

- 4.8. Submission of Advertising Materials. Unless otherwise agreed to by the parties in writing, Advertiser will provide all creative services and necessary text, data, images, illustrations or graphics and/or other materials with respect to the Campaigns. Advertiser will submit the Advertiser Content in accordance with applicable Platform policies in effect from time to time, including policies regarding artwork specifications, format and submission deadlines.
5. AD SERVING. Campaigns to be distributed via the Digital Platforms will be served in accordance with one of the following options:
 - 5.1. By Platform. If Platform will be responsible for serving the digital Campaigns through its own ad servers, then Platform will track delivery of such Campaigns Ads through such servers. The parties agree that Platform's final impression measurements will be used to determine the fees due under this Agreement. Notwithstanding the foregoing, if Advertiser's own impression measurements show a discrepancy of ten percent (10%) or more, then Advertiser will promptly notify Platform and the parties will thereafter meet and discuss in good faith an appropriate resolution, it being understood that Platform may invoice Advertiser for amounts not in dispute while the dispute resolution discussions are ongoing.
 - 5.2. By a Third Party. If a third party ("**Third Party**") will be responsible for serving the digital Campaigns through such Third Party's ad server, and such Third Party will track delivery of such Campaigns through its server and, notwithstanding § 5.1 above, the Third Party's final audited impression measurements will be used to determine the fees due under this Agreement. If the parties agree to use a Third Party ad server under the terms of this Agreement, Advertiser agrees to provide Platform with a user login name and password to access the Third Party's impression

measurements for purposes of verification of such measurements.

6. **DIGITAL MARKETING SERVICES.** As further described in this § 6, Platform, directly or through its affiliates may provide certain digital marketing services (“**DM Services**”) to Advertiser from time to time. Such DM Services will be described in an Order entered into by the parties pursuant to this Agreement. To the extent DM Services are sold by Platform, Platform will be responsible for ensuring performance of the DM Services and Advertiser will look solely to Platform for any claims arising out of the performance of such DM Services.

6.1. **Ownership Rights.** Except for any code included as part of any custom website developed in connection with any DM Services hereunder, which will be the property of Advertiser upon Advertiser’s payment in full for the applicable DM Services pertaining to the development of such website, all Deliverables developed in connection with the DM Services will at all times remain the property of Platform. Platform hereby grants to Advertiser a limited, non- exclusive, non-transferable, non-sublicensable license to use and publicly display such Deliverables on Advertiser’s own digital properties (including social media services) during the Term. Advertiser may not, without Platform’s prior written approval in each instance, (i) authorize the reproduction or use of any such Deliverables in any medium, (ii) use the Deliverables developed in connection with the DM Services in any format other than the format provided by Platform; or (iii) alter or modify any such Deliverables.

7. **AVANT-YOUTH’S RIGHTS.**

7.1. **Reservation of Rights.** Platform may reject, remove or cancel any Campaign or position commitment at any time in its sole discretion. Platform also may edit, reject or remove from Platform and/or Digital Property(ies), at any time, any Campaign or other material submitted by or on behalf of Advertiser. Unless otherwise specified in the Order, Platform also shall have full latitude with respect to the specific days and times at which to run the Campaigns.

8. **OWNERSHIP.** All Advertiser Content or other materials furnished by Advertiser for use hereunder will remain the property of Advertiser and, subject to Advertiser’s fulfillment of its payment obligations, will be returned upon request. The results of any and all work performed by Platform, including development of advertising material, creative work, or other content for Advertiser, will be the property of Platform. Advertiser may not modify such material or

authorize the reproduction or use of such material in any medium without Platform’s prior written consent. Unless otherwise agreed by the parties, Advertiser and its affiliates may use such creative content only in the format provided by Platform.

9. **USER INFORMATION.** Any user or usage data or information collected via Platform’s digital properties or related to Platform’s digital properties, or any information collected from websites operated by Platform’s affiliates under this Agreement, shall be the property of Platform and/or such affiliates. Advertiser shall have no rights in such information by virtue of this Agreement.

10. **TERMINATION.**

10.1. **Termination.** Either party may terminate this Agreement upon written notice to the other party in the event of a material breach of this Agreement or any Order by the other party that remains uncured for a period of fifteen (15) days (except for payment breaches, for which the cure period will be limited to five (5) days) following receipt of written notice of such breach from the non-breaching party; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, or ceases business as a going concern. Either party may terminate any Order for without cause at any time upon twenty eight (28) days’ prior written notice to the other party, it being understood that all then-current Campaigns will continue to run during the termination notice period and Advertiser will remain responsible for all fees for such Campaigns during such period.

10.2. **Effect of Termination.** Upon any termination of this Agreement, Advertiser shall pay to Platform all accrued and unpaid fees for Campaigns delivered by Platform through the effective date of termination. §’s 3, 6.1, 7, 8, 9, 10.2, 11, 12, 13, 14 and 15 will survive any termination of this Agreement.

11. **REPRESENTATION AND WARRANTIES; DISCLAIMER.**

11.1. **Advertiser Warranties.** Advertiser represents and warrants that (i) it has the full right, power and authority to grant the licenses and related rights granted herein and has acquired any and all Clearances that are necessary in connection with Platform’s exercise of such rights and licenses, (ii) the Advertiser Content is true and accurate, complies with all applicable laws and regulations (including any Federal Communications Commission regulations that are applicable to Advertiser and/or to Platform)

and is not misleading, defamatory, libelous or slanderous, (iii) Platform's use of the Advertiser Content in connection with delivering the Campaigns will not infringe upon or violate the rights or property interests of any third party, including without limitation, any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any other party, or any right of privacy or publicity, and (iv) Advertiser will maintain a privacy statement on its principal website ("**Privacy Statement**") that complies with applicable law and that complies with applicable laws, rules and regulations (including any applicable industry self-regulatory programs (e.g., the Digital Advertising Alliance Self-Regulatory Principles) and accurately and transparently discloses its privacy practices to users of such website, including any privacy practices implicated by the undertakings contemplated by this Agreement. Advertiser will notify Platform in writing promptly if any of the foregoing representations and warranties becomes untrue.

11.2. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ALL SERVICES (INCLUDING ALL DM SERVICES) ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." PLATFORM, ITS AFFILIATES, SERVICE PROVIDERS AND VENDORS SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO ADVERTISER OR ANY OTHER PERSON WITH RESPECT TO ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH ANY ADVERTISER CONTENT OR OTHER MATERIALS DISPLAYED ON ADVERTISER'S WEBSITE(S). PLATFORM DOES NOT REPRESENT OR WARRANT THAT ANY CAMPAIGNS, ADS, DELIVERABLES OR OTHER MATERIAL WILL BE DISPLAYED ON ANY PLATFORM, PLATFORM WEBSITE OR DIGITAL PLATFORM WITHOUT INTERRUPTION OR ERROR (OR THAT ANY ERRORS WILL BE CORRECTED), OR THAT ANY SERVICES (INCLUDING ANY DM SERVICES) WILL MEET ADVERTISER'S REQUIREMENTS OR EXPECTATIONS OR BE FREE OF VIRUSES OR OTHER HARMFUL OR MALICIOUS CODE. PLATFORM WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES INCURRED BY ADVERTISER RELATING TO THE UNAVAILABILITY OF THE BROADCAST SIGNAL, INTERNET OR WEBSITE(S) ON WHICH ADVERTISER'S ADVERTISEMENTS ARE

AIRED OR PUBLISHED. PLATFORM MAKES NO REPRESENTATIONS OR WARRANTIES RELATING TO THE RESULTS OF SERVICES, INCLUDING WITHOUT LIMITATION, THE NUMBER OF IMPRESSIONS, CLICK-THROUGHS, OR LEADS AND ANY PROMOTIONAL EFFECT OR RETURN ON INVESTMENT.

12. **INDEMNITY.**

12.1. **Indemnity.** Advertiser will indemnify and hold Platform, TEGNA Inc. and each of their respective subsidiaries, affiliates, officers, directors, employees, agents, vendors, and service providers (each a "**Platform Indemnitee**") harmless from and against any and all suits, judgments, proceedings, claims, losses, costs and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") arising out of a third-party claim resulting from (i) the Advertiser Content and other materials provided by Advertiser, or any websites or content that is linked to from any such Advertiser Content or other materials, including, without limitation, any claim such Advertiser Content or material is libelous or defamatory or violates any applicable laws or regulations, or infringes the rights of any third party, including any patent, copyright, trademark, trade secret, or other intellectual property or proprietary rights, or any rights of privacy or publicity, or claims based on Advertiser's willful misconduct, negligence or strict liability for a defective product; (ii) claims that any Advertiser Content violates of any laws, rules or regulations applicable to Advertiser's business operations, products and/or services; (iii) any actual or alleged breach of Advertiser's representations, warranties, or obligations under this Agreement; or (iv) Advertiser's violation of its Privacy Statement.

12.2. **Duty to Defend.** Advertiser shall defend at its own expense any claim instituted by any person or entity against a Platform Indemnitee resulting from a claim covered by § 12.1. The Platform Indemnitee(s) will have the right, at its or their option, to defend such litigation jointly with Advertiser. Advertiser may not agree to any settlement that imposes any obligation or liability on a Platform Indemnitee without such indemnitee's prior written consent.

13. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL AVANT YOUTH OR ITS PLATFORM BE LIABLE TO ADVERTISER OR ANY OTHER ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. PLATFORM'S LIABILITY ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY ADVERTISER TO PLATFORM HEREUNDER DURING THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

14. **AGENCIES**. If Advertiser is using an advertising agency in connection with this Agreement, Advertiser and such agency (the "**Agency**") shall be jointly and severally liable for compliance with the terms of this Agreement and any Order. Platform may pursue any applicable remedies in the event of default of this Agreement (including any non-payment) against Advertiser or Agency or both without any requirement of first seeking a remedy from one or the other. This Agreement renders void any statements concerning liability which may appear on correspondence from Agency or Advertiser. Advertiser and Agency further agree that Platform does not and will not accept orders or space reservations claiming sequential liability. Advertiser shall be solely responsible for any commission or other payment due to Agency.
15. **MISCELLANEOUS**.
 - 15.1. **Non-Discrimination**. Platform does not discriminate in advertising contracts on the basis of race, gender or ethnicity. Any provision in any order or agreement for advertising that purports to discriminate on the basis of race, gender or ethnicity, even if handwritten, typed or otherwise made a part of the particular contract, is hereby rejected.
 - 15.2. **Waiver/Severability**. The waiver or breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach of the same or any other term or condition. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties as expressed herein.
 - 15.3. **Assignment**. Advertiser may not assign any of its rights and/or obligations hereunder or this Agreement without Platform's prior written consent.
 - 15.4. **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict of law provisions.
 - 15.5. **Waiver of Jury Trial**. Each party specifically waives any right to trial by jury in any court with respect to any claim against the other arising out of or connected in any way to this Agreement.
 - 15.6. **Force Majeure**. Platform will not be liable to Advertiser for delays and/or defaults in its performance or commitments under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God or of the public enemy, fire or explosion, flood, earthquake, actions of the elements, war, riots, embargoes, quarantine, strikes, lockouts, disputes with workers or other labor disturbances, or acts or requests of any governmental authority.
 - 15.7. **Entire Agreement**. This Agreement, including any Order(s), is the entire agreement of the parties regarding the provision of the Services and supersedes any and all prior written or oral agreements between the parties related to the subject matter hereof. Platform will not be bound by any term, condition, or other provision that is different from or in addition to the provisions of this Agreement, including any term, condition or other provision contained in any order, receipt, acceptance, confirmation, correspondence or other document provided by Advertiser. This Agreement may not be modified except in writing signed by both parties.
 - 15.8. **Acceptance**. Advertiser will be deemed to have accepted and assented to the terms of this Agreement upon the earliest of (i) Advertiser's execution of the applicable Order, (ii) the date on which the earliest Campaign under an Order launches, or (iii) the first date on which Advertiser pays any amounts for the Campaigns described in the Order.