

## SCRIPPS STANDARD PROCUREMENT TERMS

### 1. Applicability.

(a) These Standard Procurement Terms (the "Procurement Terms") shall govern all services, products, or deliverables (the "Services", "Products", or "Deliverables") to be provided by a partner (the "Provider") to The E.W. Scripps Company or any of its subsidiaries or affiliate entities ("Scripps") under a statement of work, order form, purchase order, or similar document (the "Ordering Document") referencing these terms (the Ordering Document together with the Procurement Terms are the "Agreement").

(b) This Agreement, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Procurement Terms and the Ordering Document, these Procurement Terms shall govern.

(c) This Agreement expressly limits Provider's acceptance to the terms of this Agreement. These Procurement Terms prevail over any terms and conditions contained in any other documentation and expressly exclude any of Provider's general terms and conditions or any other document issued by Provider in connection with this Agreement.

2. Services. Provider shall provide the services and any deliverables to Scripps as described in the Ordering Document (the "Services" and "Deliverables") in accordance with these Procurement Terms.

3. Delivery and Acceptance. Products, Deliverables, or Services shall be deemed accepted by Scripps only when they have been inspected and tested by Scripps and found to be in conformance with this Agreement. Scripps may delay delivery or acceptance of Products or Deliverables upon notice to Provider, and Provider shall hold the Products or Deliverables pending further instruction by Scripps. Scripps shall have the right to reject any Products, Services, or Deliverables that are defective or non-conforming, as determined in Scripps's sole discretion. Products returned as defective may be replaced only with Scripps's prior written permission. Unless otherwise agreed in the Ordering Documents, all deliveries to Scripps shall be F.O.B Scripps. Unless otherwise agreed in the Ordering Documents, title to and risk of loss of any Product shall pass from the Provider to Scripps upon acceptance.

4. Time of the Essence. Provider acknowledges that time is of the essence with respect to Provider's obligations hereunder and that prompt and timely performance of all such obligations, including all performance dates, timetables, project milestones, and other requirements in this Agreement] is strictly required.

### 5. Provider's Obligations. Provider shall:

(a) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services;

(b) comply with all rules, regulations, and policies of Scripps, including security procedures concerning systems and data and remote access thereto, building security procedures and general health and safety practices and procedures;

(c) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Provider in providing the Services in such form as Scripps shall approve. During the term of this Agreement and for a period of two years thereafter, upon Scripps' written request, Provider shall allow Scripps to inspect and make copies of such records and interview Provider personnel in connection with the provision of the Services;

(d) obtain Scripps' written consent, which shall not be unreasonably withheld, conditioned, or delayed prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Provider, other than Provider's employees, to provide any Services to Scripps (each such approved subcontractor or other third party, a "Permitted Subcontractor"). Scripps' approval shall not relieve Provider of its obligations under the Agreement, and Provider shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Provider's own employees. Nothing contained in this Agreement shall create any contractual relationship between Scripps and any Provider subcontractor or supplier;

(e) require each Permitted Subcontractor to be bound in writing by the confidentiality and intellectual property assignment or license provisions of this Agreement, and, upon Scripps' written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Scripps;

(f) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Provider, are properly licensed, certified, or accredited as required by applicable law and are suitably skilled, experienced, and qualified to perform the Services;

(g) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the Scripps; and

(h) keep and maintain any Scripps equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the Scripps' written instructions or authorization.

## 6. Fees and Expenses; Payment Terms; Set-off.

(a) In consideration for the satisfactory provision of the Services by Provider, Scripps agrees to pay the fees set forth in the Ordering Document.

(b) Provider shall issue invoices to Scripps and Scripps shall pay all properly invoiced amounts due to Provider within forty-five (45) days after Scripps' receipt of such invoice, except for any amounts disputed by Scripps in good faith.

(c) Scripps agrees to reimburse Provider for all actual, documented and reasonable travel and out-of-pocket expenses incurred by Provider in connection with the performance of the Services that have been pre-approved in writing by Scripps.

(d) Without prejudice to any other right or remedy it may have, Scripps may set off at any time any amount owing to it by Provider against any amount payable by Scripps to Provider.

## 7. Intellectual Property.

(a) All Deliverables created by Provider, including but not limited to all documents (electronic or otherwise), stories, photographs, or artistic, cinematic, literary, dramatic, audio, and other materials created by or under the direction of Provider for Scripps will be created within the scope of this Agreement. Provider acknowledges that, upon creation of the Materials, the Materials shall be considered works for hire of Scripps and Scripps shall be the sole author and owner of the Deliverables, including all worldwide copyrights in the Materials, for all purposes. Scripps' ownership includes the right to publish or otherwise include the Deliverables in non-print and non-broadcast media (e.g. the internet and electronic databases). Scripps shall own all worldwide right, title, and interest in and to the Deliverables, including all worldwide copyrights in the Deliverables, and all tangible manifestations of Provider's services under this Agreement forever and throughout the world, without any obligation to pay additional compensation to Provider.

(b) If for any reason it is determined that any of the Deliverables are not works for hire, then Provider hereby assigns, in perpetuity, to Scripps all of the Provider's worldwide right, title, and interest in and to the Deliverables, including but not limited to the worldwide copyrights in the Deliverables, all subsidiary rights in the Deliverables, and all rights to use, publish, reproduce, and otherwise use the Deliverables in any and all formats, media, and other channels, whether now known or hereafter created. Provider agrees to execute such instruments as Scripps may from time to time deem necessary or desirable to evidence, establish, maintain, or protect Scripps' ownership of the Deliverables and all other rights, title, and interest in the Deliverables. Provider warrants that this Agreement, and Scripps' contemplated use of the Deliverables, does not violate any other contract to which the Provider is a party.

(c) Pre-Existing Materials. Notwithstanding anything to the contrary herein, Deliverables that are owned by Scripps will not include Provider's pre-existing software, inventions, copyrights, patents, trade secrets, trademarks and other proprietary rights, including ideas, concepts and know-how of Provider, that existed before the commencement of the Services and that are included in the Deliverables (collectively, the "Pre-Existing Materials"). Provider hereby grants to Scripps a non-exclusive, worldwide, perpetual (without regard to any termination or expiration of this Agreement), irrevocable, fully paid, royalty-free license to use the Pre-Existing Materials to the extent they are necessary to use and exploit the Deliverables.

## 8. Confidential Information.

(a) Each Party may disclose to the other Party business and trade information, including but not limited to, proprietary information, samples, specifications, process techniques, personal data, know-how, trade secret and other types of business-related information to the Disclosing Party that is marked as confidential or should be reasonably understood to be confidential (collectively, "Confidential Information"). Each Party shall (i) take all reasonable measures to protect the secrecy of and avoid disclosure or use of the Confidential Information of the other Party in order to prevent it from falling into the public domain or the possession of any third-party that is not authorized to have such information, including, but not limited to, the highest degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature, which will be no less than reasonable care; (ii) not use or disclose such Confidential Information except in connection with the purposes of this Agreement, unless authorized in writing by the other Party or compelled by an order of a court of competent jurisdiction; (ii) not disclose or permit disclosure of any Confidential Information of the other

Party to third parties, or to employees of the other Party receiving Confidential Information, other than directors, officers, employees, consultants, and agents who are required to have the information in order to carry out the purposes of this Agreement. All materials containing the other Party's Confidential Information shall be destroyed or returned to such Party, as instructed by such Party, by the recipient promptly upon request. Provider shall immediately notify Scripps of any unauthorized use or security breach of Confidential Information as soon as it becomes aware of any such unauthorized use or breach.

(b) Personal Data. Provider may access, process, and use personal data only to perform its obligations under the Agreement and may disclose personal data only to Provider's employees that (a) have a need to know them for the performance of such obligations and (b) are bound by confidentiality obligations not less restrictive than those contained in this Section. Provider will not disclose, rent, sell, license, or transfer any Personal Data to a third person including subcontractors without the prior written consent of Scripps. Provider will not transfer Personal Data to any third country without the prior written consent of Scripps. All Scripps personal data provided to or accessed by Provider shall be considered Scripps Confidential Information.

## 9. Representations and Warranties.

(a) Provider represents and warrants to Scripps:

(i) It shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services, and it shall devote adequate resources to meet its obligations under this Agreement.

(ii) It has the necessary authority to enter into this Agreement and carry out its obligations hereunder, and no third-party consents, licenses or other approval is required to procure the Products, Services or Deliverables hereunder.

(iii) the Services or Deliverables shall not be produced nor be subject to the jurisdiction of any union or guild including but not limited to IATSE, SAG, AFTRA, WGA or DGA.

(iv) It will comply and shall perform its obligations in compliance with all applicable laws.

(v) Scripps will receive good and valid title to all Products and Deliverables, free and clear of all encumbrances and liens of any kind.

(vi) The Services and Deliverables will be in conformity in all material respects with all requirements or specifications stated in the Ordering Documents.

(vii) Where Provider will have access to Scripps' network, data, or systems it will have and maintain have a mature Information Security Management ("ISM") program that is consistent with an industry recognized framework, such as ISO 27001, COBIT, NIST, etc.; and it will take reasonable measures in accordance with industry best practices to ensure any Services,

Products, or Deliverables will not contain, involve or otherwise result in the transmission of any malware or access by any unauthorized party.

(b) Scripps Representations and Warranties.

(i) Scripps represents and warrants to Provider that Scripps has the necessary authority to enter into this Agreement and carry out its obligations hereunder.

(c) **Warranties Cumulative.** The warranties set forth in this Agreement are cumulative and in addition to any other warranty provided by law or equity. These warranties survive any acceptance of or payment by Scripps. Any applicable statute of limitations runs from the date of Scripps' discovery of the noncompliance with the foregoing warranties.

(d) **EXCEPT AS OTHERWISE SET FORTH IN THE AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, SERVICES, DELIVERABLES OR ANY OBLIGATIONS HEREUNDER. BOTH PARTIES EXPRESSLY DISCLAIM THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

10. General Indemnification. Provider shall defend, indemnify and hold harmless Scripps and its respective directors, officers, shareholders and employees and Scripps' customers (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers brought or suffered by a third party (collectively, "Losses") arising out of or related to Provider's negligence, willful misconduct, or breach of this Agreement. Provider shall not enter into any settlement without Scripps' or Indemnitee's prior written consent.

11. Intellectual Property Indemnification. Provider shall, at its expense, defend, indemnify, and hold harmless Scripps and any Indemnitee against any and all Losses arising out of or related to any claim that any of the Services or Deliverables or Scripps' or any Indemnitee's receipt or use thereof infringes or misappropriates any Intellectual Property Right of a third party. In no event shall Provider enter into any settlement without Scripps' or Indemnitee's prior written consent.

12. **EXCEPT FOR DAMAGES ARISING FROM A BREACH OF CONFIDENTIALITY OR AN INDEMNIFICATION OBLIGATION, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SCRIPPS' TOTAL LIABILITY FOR ANY CLAIM ARISING UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY SCRIPPS DURING THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO LIABILITY.**

13. Termination.

(a) In addition to any remedies that may be provided under this Agreement, Scripps may terminate this Agreement with immediate effect upon written notice to Provider, if Provider:

- (i) has not performed or complied with any of the terms of this Agreement, in whole or in part; or
- (ii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

(b) Should Scripps terminate the Agreement for Provider's breach of its obligations, Scripps shall be entitled to an immediate refund of any pre-paid fees.

14. Insurance.

(a) During the term of the Agreement and for a period of two (2) years thereafter, Provider shall, at its own expense, maintain and carry insurance in full force and effect as defined below with financially sound and reputable insurers. Upon Scripps' request, Provider shall provide Scripps with a certificate of insurance from Provider's insurer evidencing the insurance coverage specified herein. Insurance limits required herein shall in no way limit the liability of Provider.

(b) If Provider is providing Services onsite at a Scripps location, then Provider shall maintain insurance as necessary to cover the obligations assumed by Provider under this Agreement, to include, at a minimum: (a) workers compensation insurance with statutory limits for its employees; (b) commercial general liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage; and (c) if vehicles are used in the provision of Services, automobile liability insurance with limits not less than \$1,000,000 per accident. Limits may include umbrella coverage. All such insurance shall apply on a primary and non-contributory basis and provide for 30 days' notice of cancellation. Provider shall provide a certificate of insurance to Scripps evidencing all required insurance coverages and naming the applicable Scripps entity as additional insured on the commercial general liability and auto liability insurance policies.

(c) If Provider will have access to or integration with Scripps data, technical infrastructure, or systems then Provider will maintain the following:

(i) Technology Error & Omission Coverage, coverage to apply to any errors, misstatements, acts or omissions or breach of duty by Provider, its employees and subcontractors, for failure to provide technology services or products as intended by this Agreement. Coverage must carry minimum limits of \$2,000,000 each claim and in the annual aggregate, and include coverage for: system analysis, programming, integration, development, modification, software design, data processing, training services, management, repair, and maintenance of computer products, networks and systems, marketing, selling, servicing, distribution, installing, and maintaining computer hardware or software, data storage, retrieval or preparation of data output.

(ii) Network Security/Privacy Coverage, coverage to apply to Provider, its employees and subcontractors and include coverage for, but not limited to: (i) a malicious computer act that provides unauthorized access to Provider's or Scripps' computer system; (ii) the creation, transmission or introduction of a computer virus or harmful code into Provider's or Scripps'

computer system; (iii) the alteration, corruption, damage, manipulation, deletion, or theft of Scripps' digital data; (iv) loss or interruption of service preventing Scripps or Scripps' End Users to access a computer system, the internet or network activities; (v) a network extortion threat or network security failure involving the threatened or unauthorized release, dissemination, destruction or use of confidential corporate or proprietary information and all non-public personal information as defined in any privacy or cyber laws; and (vi) any violation of any privacy or cyber law, including the wrongful collection of confidential, proprietary or non-public personal information. Coverage must carry minimum limits of \$2,000,000 each claim and in the annual aggregate and include data breach response and crisis management costs.

(iii) Professional Liability Coverage, coverage to apply to any claims arising out of any and all Parties activities under this agreement to include, but not limited to, infringement of intellectual property, including copyright, title, slogan, trademark, trade name, trade dress, service mark, or service name, and from any act, error, omission or negligence in the performance of services. Coverage to have minimum limits of \$2,000,000 per occurrence.

15. Waiver. No waiver by of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by both Parties. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16. Assignment. Provider shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Scripps. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Provider of any of its obligations under this Agreement.

17. Independent Contractor. It is understood and acknowledged that the Services which Provider will provide to Scripps hereunder shall be in the capacity of an independent contractor and not as an employee, agent, partner, or joint venturer of the Scripps. Provider shall control the conditions, time, details and means by which Provider performs the Services. The Scripps shall have the right to inspect the work of Provider as it progresses solely for the purpose of determining whether the work is completed according to the applicable Statement of Work. Provider has no authority to commit, act for or on behalf of the Scripps or to bind the Scripps to any obligation or liability. Provider and its employees and subcontractors shall not be eligible for and shall not receive any employee benefits from Scripps and Provider shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, worker's compensation insurance, state disability premiums and all similar taxes and fees relating to the fees earned by Provider hereunder.

18. No Publicity. Neither party may use the other party's name or mark in any advertising, written sales promotion, press releases and/or other publicity matters relating to this Agreement without the other party's prior written consent. Provider acknowledges that Scripps has a "no publicity" policy regarding its vendor relationships.

19. Governing Law and Venue. This Agreement is governed by the laws of the State of Ohio. Exclusive venue for any action hereunder will lie in the state and federal courts located in Hamilton County, Ohio and both parties hereby submit to the jurisdiction of such courts.

20. Cumulative Remedies. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

21. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Ordering Document or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

22. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

23. Survival. Provisions of these Procurement Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the provisions related to Compliance with Laws, Confidentiality, Governing Law and Venue, Insurance, and Survival.

24. Amendment and Modification. The Agreement may only be amended or modified in a writing that specifically states that it amends the Agreement and is signed by an authorized representative of each Party.