

SGPTV/PBS TITLES UNDERWRITING TERMS AND CONDITIONS (WITHOUT AGENCY) (NOVEMBER 2023 Edition)

1. UNDERWRITER'S CREATIVE PRODUCTION: Underwriter is responsible for producing and delivering to GBH, at Underwriter's expense, Underwriter's Spot, Billboard, and/or display ad (collectively, "Underwriter's Creative") to the extent applicable, is liable for all claims arising out of or related to Underwriter's Creative, and must secure rights to all elements (e.g., talent, music, art) in Underwriter's Creative for use of such Underwriter's Creative for all purposes specified herein and in the Underwriting Agreement. Underwriter's Creative must comply with PBS guidelines and technical specifications, and approval, as well as the guidelines, rules, and regulations of the Federal Communications Commission (the "FCC").

2. UNDERWRITER-GENERATED PROMOTION, PUBLICITY, AND ADVERTISING: Underwriter agrees to submit any plans it may have for the promotion, publicity, and/or advertising of a Title (including the text of press releases and text and layouts for advertisements) to GBH for approval to ensure the accuracy and appropriateness of all such materials which Underwriter may issue in connection with such Title. Underwriter shall include in all such materials, the appropriate trade/service mark, registration, and/or symbol in uses of such Title's name and any other credits which GBH may reasonably require.

3. USE OF UNDERWRITER'S NAME, SYMBOL AND LOGO:
By PBS: PBS shall have the right to use Underwriter's corporate name and symbol and/or logo in connection with the Titles.
By GBH: GBH shall have the right to use Underwriter's corporate name and symbol and/or logo in connection with the Titles and in GBH underwriting marketing materials.

4. PAYMENT DATE: Underwriter shall make payments to GBH within thirty (30) days of receipt of each invoice.

5. MEASUREMENT OF ONLINE IMPRESSIONS: Online Display Ad and In-Stream Video Ad impressions shall be measured by first-party data from PBS' Google Ad Manager account.

6. DISTRIBUTION: The public television distributor retains sole responsibility for the scheduling of the Titles and may occasionally pre-empt a program for re-scheduling at a later date. GBH will use its best efforts to notify Underwriter of a pre-emption and the rescheduled date.

7. ADDITIONAL FUNDERS: Underwriter acknowledges that there may be additional national corporate underwriters during the Term, however, if so indicated in the Underwriting Agreement, Underwriter will have category exclusivity in relation to any additional underwriter(s) during the Term for the mutually agreed category set forth on page 1 of the Underwriting Agreement. It is further understood that the original underwriters (of past programs which are repeated during the Term) may be credited in the program credits placed at the end of each program.

8. RENEWAL(s): If so indicated in the Underwriting Agreement, Underwriter shall have first right of refusal for an additional term. In the event that GBH, on behalf of PBS, and Underwriter fail to agree on the terms and conditions for Underwriter's participation in such an additional term, GBH, on behalf of PBS, shall be free to pursue and enter into agreements with other funders without further obligation to Underwriter.

9. FORCE MAJEURE: In the event that PBS or its distributor is unable to perform its material obligations by reason of act of God, fire, lockout, strike or other labor dispute, riot or civil disorder, war or armed insurrection, contagion, disease, epidemic, or pandemic, enactment, rule, act or order of government, mechanical failure, or any other *force majeure*

cause or reason demonstrably beyond PBS's control, then PBS shall use its best efforts to produce and/or arrange for distribution of the Titles or program, and any other affected benefits, as the case may be, as soon as possible after any such event.

10. INDEMNIFICATION: Each of GBH, PBS and Underwriter, as the case may be (the "Indemnifying Party") shall defend and indemnify and hold harmless the other party (the "Indemnified Party"), and its grantors, officers, trustees, assignees, directors, agents, licensees, and employees from and against all claims, losses, costs, expenses, settlements, demands, and liabilities of every kind, including reasonable attorneys' fees and expenses, arising out of or incurred by reason of the inaccuracy or breach of any covenant, agreement, or undertaking made by the Indemnifying Party or under its control. The Indemnified Party agrees to give the other party prompt notice of any claim or action that may form the basis of indemnity under this Paragraph 10 and the opportunity to join in the contest of such claim or action with counsel chosen by such other party.

11. LIMITATION OF LIABILITY: No party shall be liable to the other parties or any third party, under or in connection with this Agreement for any indirect, punitive, exemplary, multiple, special, consequential, or incidental damages, costs, expenses, or loss of any kind, including without limitation: (i) loss of actual or anticipated profit, (ii) losses caused by or resulting from business interruption, (iii) loss of goodwill or reputation, and (iv) loss of or corruption of data (all of the foregoing, collectively "Damages"). These limitations of liability apply even if the party has been advised of the possibility of any such Damages or if such Damages might reasonably have been contemplated by any of the parties, and whether arising from breach of contract or statutory duty, tort, or under any other cause of action or theory of law.

12. CONFIDENTIALITY: Each party will regard any marked confidential information provided to it by the other party to be confidential information of the disclosing party ("Confidential Information"). A receiving party will not disclose the disclosing party's Confidential Information to any third party without the prior written consent of the disclosing party, nor make use of any of the disclosing party's Confidential Information except as permitted in its performance under this Agreement or as required by applicable law.

13. DISPUTE RESOLUTION: This Agreement shall be governed and construed in accordance with Virginia law as if this Agreement were to be fully performed within the Commonwealth of Virginia, without giving effect to principles of conflicts of laws.

14. REPRESENTATIVE APPOINTMENT: GBH hereby represents that it has been appointed PBS's representative for the purposes of negotiating, executing, and fulfilling the obligations of this Agreement.

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9. FORCE MAJEURE: In the event that PBS or its distributor is unable to perform its material obligations by reason of act of God, fire, lockout, strike or other labor dispute, riot or civil

disorder, war or armed insurrection, contagion, disease, epidemic, or pandemic, enactment, rule, act or order of government, mechanical failure, or any other *force majeure* cause or reason demonstrably beyond PBS's control, then PBS shall use its best efforts to produce and/or arrange for distribution of the Titles or program, and any other affected benefits, as the case may be, as soon as possible after any such event.

10. INDEMNIFICATION: Each of GBH, PBS and Client, as the case may be (the "Indemnifying Party") shall defend and indemnify and hold harmless the other party (the "Indemnified Party"), and its grantors, officers, trustees, assignees, directors, agents, licensees, and employees from and against all claims, losses, costs, expenses, settlements, demands, and liabilities of every kind, including reasonable attorneys' fees and expenses, arising out of or incurred by reason of the inaccuracy or breach of any covenant, agreement, or undertaking made by the Indemnifying Party or under its control. The Indemnified Party agrees to give the other party prompt notice of any claim or action that may form the basis of indemnity under this Paragraph 10 and the opportunity to join in the contest of such claim or action with counsel chosen by such other party.

11. LIMITATION OF LIABILITY: No party shall be liable to the other parties or any third party, under or in connection with this Agreement for any indirect, punitive, exemplary, multiple, special, consequential, or incidental damages, costs, expenses, or loss of any kind, including without limitation: (i) loss of actual or anticipated profit, (ii) losses caused by or resulting from business interruption, (iii) loss of goodwill or reputation, and (iv) loss of or corruption of data (all of the foregoing, collectively "Damages"). These limitations of liability apply even if the party has been advised of the possibility of any such Damages or if such Damages might reasonably have been contemplated by any of the parties, and whether arising from breach of contract or statutory duty, tort, or under any other cause of action or theory of law.

12. CONFIDENTIALITY: Each party will regard any marked confidential information provided to it by the other party to be confidential information of the disclosing party ("Confidential Information"). A receiving party will not disclose the disclosing party's Confidential Information to any third party without the prior written consent of the disclosing party, nor make use of any of the disclosing party's Confidential Information except as permitted in its performance under this Agreement or as required by applicable law.

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15. AGENCY APPOINTMENT: Client hereby represents that it has been appointed Underwriter's agent for the purposes of negotiating, executing, and fulfilling the obligations of this Agreement.