

ORDER TERMS AND CONDITIONS

These Order Terms and Conditions (these “**Terms**”) are dated to be effective on the date of approval (“**Effective Date**”) of the Insertion Order (the “**IO**” and, together with these Terms, this “**Agreement**”) by and between iHeartMedia + Entertainment, Inc., on behalf of itself and its affiliates (“**iHeartMedia**”) and the Advertiser set forth in the IO. It is understood that, for the purposes of this Agreement the term “**Advertiser**” includes any agency or buying service named in any IO, and all persons and entities included within Advertiser agree to the purchase of this advertising schedule and that they are jointly and severally liable for all obligations of Advertiser under this Agreement regardless of who is billed, except any agency is liable for invoice payments only to the extent the agency has been paid by the Advertiser. If an agency or buying service is included in Advertiser, it is understood that party is the agent of advertiser and not of iHeartMedia.

1. IO. The IO sets forth the advertising to be provided by iHeartMedia and its third-party inventory sources (collectively, the “**Transmissions**”). Except as otherwise set forth herein, in the event of any conflict between the terms of this Agreement and the terms of an IO, the terms of this Agreement shall govern.

2. PAYMENT

2.1. Advertiser agrees to pay in advance for the Transmissions unless otherwise expressly agreed in writing.

2.2. If iHeartMedia has extended credit, iHeartMedia shall render invoices monthly. Payment by Advertiser is due within 30 days unless invoice is sent to agency or buying service, then net payment is due within 45 days. Past due accounts shall be charged interest at the rate of 1% per month (12% annual percentage rate) or, if less, the highest rate allowed by Applicable Laws (as hereinafter defined), from the date of the invoice. If Advertiser notices any error on an invoice, Advertiser must contact iHeartMedia in writing within 7 days of the invoice date, stating the invoice number, amount, and description of alleged error, and including any supporting documentation as may be required by iHeartMedia. All invoice charges will be considered valid if no written dispute from the Advertiser is received by iHeartMedia within the 7 day period.

2.3. On Advertiser’s request, iHeartMedia shall furnish certifications of performance to Advertiser at the time of billing. Unless requested prior to billing, the furnishing of such certifications shall not be a condition of payment or time of payment.

2.4. If Advertiser is past due in payment of any amount, iHeartMedia may change the terms of payment for further Transmissions by giving Advertiser written notice. If iHeartMedia refers to this Agreement for collection, Advertiser shall pay reasonable attorneys’ or collectors’ fees and any court costs incurred by iHeartMedia.

3. TERM, TERMINATION AND BREACH

3.1. The term (“**Term**”) of this Agreement begins on the Effective Date and continues until completion of all Transmissions set forth in the IO.

3.2. Except as otherwise set forth in an IO: (a) this Agreement may be terminated by either party giving the other party prior written notice according to the inventory

type identified therein as follows: (i) with respect to purchases of Broadcast inventory, fourteen (14) days’ prior written notice; (ii) with respect to purchases of Digital inventory, thirty (30) days’ prior written notice; (iii) with respect to purchases of Influencer or Endorsement inventory, six (6) months’ prior written notice; (iv) with respect to purchases of Naming Rights inventory, twelve (12) months’ prior written notice; (b) sports sponsorship inventory may not be terminated by either party except as set forth in Sections 3.3 and 3.4 below; (c) if Advertiser so terminates this Agreement, Advertiser will pay iHeartMedia at iHeartMedia’s rate card rate (without discount for the number of remaining Transmissions) for Transmissions made through the date of termination; and (d) if iHeartMedia so terminates this Agreement, Advertiser shall pay iHeartMedia for Transmissions made through the date of termination and shall have the benefit of any discounts it would have received had this Agreement not been so terminated.

3.3. iHeartMedia may terminate this Agreement at any time upon failure by Advertiser to timely make any payment, or upon other material breach by Advertiser of this Agreement. On such termination (i) Advertiser will pay iHeartMedia at iHeartMedia’s rate card rate (without discount for the number of Transmissions) for all Transmissions made through the date of termination and (ii) all payments due and payable by Advertiser shall become immediately due and payable.

3.4. Advertiser may cancel this Agreement at any time upon material breach by iHeartMedia of this Agreement and shall be liable only for Transmissions made in accordance with this Agreement through the date of termination with the benefit of any discounts it would have received had this Agreement not been so terminated.

3.5. If iHeartMedia has contracted to purchase third-party talent or other creative program material (“**Third-Party Material**”) during the Term in reliance on the agreement of Advertiser and prior to the end of the Term iHeartMedia terminates pursuant to Section 3.3 or Advertiser terminates pursuant to Section 3.2, Advertiser agrees to pay iHeartMedia all costs and expenses incident to the acquisition of Third-Party Material. After such payment,

iHeartMedia shall credit Advertiser for any net amount obtained if iHeartMedia is able to resell such Third-Party Material, but iHeartMedia shall not be obligated to make or solicit any sale.

4. REPRESENTATIONS & WARRANTIES / INDEMNIFICATION, INSURANCE AND HOLD HARMLESS; ARTIFICIAL INTELLIGENCE

4.1. Advertiser represents, warrants and agrees that: (i) iHeartMedia's use of the Advertiser Materials (defined below) as authorized by Advertiser, including, but not limited to broadcast of the Advertiser Materials over the facilities of iHeartMedia shall not violate or infringe upon the rights of others; provided, however, that the foregoing representations and warranties shall not apply to any material furnished or added to the Advertiser Materials by iHeartMedia after delivery by Advertiser to iHeartMedia, and (ii) Advertiser (and the Advertiser Materials) shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, privacy and data protection laws, as well as rules and regulations promulgated by the Federal Communications Commission ("**FCC**") (e.g., sponsorship identification, indecency, EAS compliance and all other FCC regulations) and the Federal Trade Commission ("**FTC**") (e.g., endorsements, sponsorship disclosure, truth-in-advertising compliance and all other FTC regulations) (collectively, "**Applicable Laws**").

4.2. Advertiser represents and warrants that neither Advertiser nor, to Advertiser's knowledge, any person or entity providing, producing, distributing, sponsoring, or furnishing any advertising, programming, content, or other material supplied under this Agreement is a "foreign governmental entity" as defined in 47 C.F.R. § 73.1212. Advertiser shall promptly notify iHeartMedia of any change in the foregoing representation. To the extent any content supplied by Advertiser is subject to the FCC's foreign government sponsorship identification requirements, Advertiser shall provide all information and documentation reasonably requested by iHeartMedia to comply with Applicable Laws, including any required on-air disclosures and public file obligations.

4.3. Advertiser shall defend, hold harmless and indemnify iHeartMedia, its parents and affiliates, and their respective officers, directors, employees and agents from any and all claims, actions, causes of action, liabilities, demands, damages or costs (including reasonable attorney fees) of whatsoever name or nature, including but not limited to (i) defamation; (ii) unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights with respect to music, spoken word or any other copyrightable material embodied in Advertiser Materials); (iii) any breach or violation of any sort of Sections 6.8-6.10, or the representations and warranties described in Section 4; or (iv) claims arising from

the products, services, operations, data, representations or warranties relating to, directly or indirectly, any material furnished by or on behalf of Advertiser in connection with this Agreement, or Advertiser's business, services, operations or prizes (if any) ("**Advertiser Material**") including health and safety and compliance with all Applicable Laws in connection therewith. iHeartMedia shall defend, hold harmless and indemnify Advertiser and its officers, directors, employees, and agents from damages relating to, directly or indirectly, programming transmitted by iHeartMedia other than Advertiser Material.

4.4. Advertiser will maintain sufficient insurance coverage for its business and operations. Such policies shall be primary and non-contributory for Advertiser's own operations.

4.5. In addition to the representations or warranties set forth in Section 4.1, Advertiser represents, warrants, and agrees that with respect to any Advertiser Materials which are created, modified, enhanced, generated, or assisted by, or otherwise include artificial intelligence (including generative AI, machine learning, synthetic media, or similar technologies) (collectively "**AI Materials**"):

(a) any required notices, disclosures, labels, disclaimers, watermarks, content credentials, provenance information, metadata, machine-readable identifiers, or other transparency measures relating to the use of AI, synthetic media, synthetic performers, avatars, virtual influencers, digital replicas, or similar technologies have been implemented and maintained in connection with such AI Materials as required by Applicable Law;

(b) any use of an individual's name, image, likeness, voice, signature, persona, performance, or other identifying characteristics, including any digital replica, synthetic voice, AI-generated likeness, or other simulated representation, has been expressly authorized by such individual or the applicable rights holder as required by any Applicable Laws, including Applicable Laws related to obtaining consents, rights, and authorizations related to AI-generated replicas, and iHeartMedia's use of AI Materials as contemplated by this Agreement shall not violate or infringe upon the rights of others;

(c) any use of an individual's name, image, likeness, voice, signature, persona, performance, or other identifying characteristics, including any digital replica, synthetic voice, AI-generated likeness, or other simulated representation shall comply with any applicable collective bargaining agreements, union requirements, guild requirements, and talent agreements, including any consent, notice, payment, or other obligations arising thereunder; and

(d) any claims, endorsements, testimonials, demonstrations, and representations contained in the AI Materials are truthful, non-misleading, and adequately substantiated.

5. INABILITY TO TRANSMIT AND SUBSTITUTION

PROGRAMS

5.1. If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, or for other cause, including mechanical breakdown, beyond iHeartMedia's control, iHeartMedia shall be unable to transmit or otherwise distribute any program, announcement or other advertising inventory to be transmitted under this Agreement, that Transmission shall be canceled, and iHeartMedia shall not be liable to Advertiser except as provided in Section 5.3 below.

5.2. iHeartMedia shall have the right to cancel any Transmission or portion thereof to be made under this Agreement in order to transmit any program which it deems to be of public significance. iHeartMedia will notify Advertiser in advance if reasonably possible or otherwise iHeartMedia will notify Advertiser within a reasonable time after such scheduled Transmission.

5.3. iHeartMedia shall transmit such canceled Transmission, subject to availability, in a comparable time period. If iHeartMedia is unable to so transmit the canceled Transmission, Advertiser shall not have to pay for the canceled Transmission and the cancellation shall not affect any discounts under this Agreement.

6. PROGRAM PRODUCTION; COMMERCIAL MATERIAL; DIGITAL INVENTORY; ENDORSEMENT/INFLUENCER INVENTORY; DATA

6.1. Unless otherwise noted in this Agreement, all material to be transmitted under this Agreement shall be furnished by Advertiser, and all expenses of delivery to iHeartMedia and return to Advertiser, if so directed, shall be paid by Advertiser. If iHeartMedia has not received Advertiser Material by 72 hours in advance of scheduled Transmission, iHeartMedia shall reasonably attempt to notify Advertiser.

6.2. If iHeartMedia has not received Advertiser Material by 48 hours in advance of scheduled Transmission, iHeartMedia may in its sole discretion reschedule the Transmission of such material or cancel such Transmission, and in either case, Advertiser shall pay for the Transmission as if transmitted as originally scheduled.

6.3. Advertiser Material is subject to iHeartMedia approval and iHeartMedia may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. If the material is unsatisfactory, iHeartMedia shall notify Advertiser, and Advertiser shall furnish satisfactory material 48 hours in advance of Transmission or Section 6.2 shall apply. All program material must conform to the program and operating policies of iHeartMedia and iHeartMedia shall have the continuing right to edit the program material in the public interest provided, however, that iHeartMedia approval of such material shall not affect Advertiser's indemnity obligation under this Agreement.

6.4. Advertiser grants iHeartMedia the nonexclusive, royalty-free, non-assignable license to use the Advertiser

Materials solely in connection with the Transmissions. Excluding any Advertiser Materials contained therein, iHeartMedia will retain all property rights in any program material prepared or created by iHeartMedia or by any of its employees for use in connection with material transmitted under this Agreement.

6.5. Advertiser agrees that all purchases of Digital Inventory shall be made pursuant to the IAB's Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, version 3.0 (the "**IAB Terms**"). In the event of a conflict between this Agreement and the IAB Terms, this Agreement shall control.

6.6. Advertiser agrees that (i) all purchases of Influencer or Endorsement inventory will be subject to influencer or endorser talent approval and in compliance with all Applicable Laws; and (ii) iHeartMedia may exercise a continuing right to replace influencer or endorser talent.

6.7. From time-to-time iHeartMedia may make available to Advertiser certain optional third party services, i.e. iHeartMedia may source and resell to Advertiser certain third-party vendor ("**Third-Party Vendor**") inventory, products or related advertising services including, but not limited to, campaign attribution and measurement services, clean rooms, data onboarding and matching, suppression of known consumers and segment targeting (all such third party products and services "**Add-On Services**"). Add-On Services resold under an IO or this Agreement are provided by third parties. Advertiser understands and acknowledges that iHeartMedia does not provide such products and services and does not control the operation, availability, quality, performance, security, compliance or functionality of such products and services. iHeartMedia makes no representations or warranties regarding such Add-On Services, and, notwithstanding anything to the contrary set forth in this Agreement, Advertiser agrees that iHeartMedia shall have no liability to Advertiser in connection with such third-party Add-On Services. Advertiser acknowledges and agrees that Add-On Services shall be governed by the applicable Third-Party Vendor's terms and conditions. iHeartMedia may suspend or terminate access to the Add-On Services at any time in its sole discretion, including in the event the applicable Third-Party Vendor suspends, discontinues, or materially modifies the Add-On Services.

6.8. Where the services purchased under this Agreement involve Advertiser's deployment of code for a tag, cookie, pixel, or similar technology (collectively a "**Pixel**") on its website or other online property (each an "**Advertiser Site**") or file upload, or any other data onboarding mechanism, Advertiser shall (i) provide all notices and opt out options, obtain all consents, and provide any mechanisms for data subjects to exercise individual rights as legally required for the disclosure of personal information of its consumers ("**Advertiser Provided Data**") via such Pixel, file upload, or other data onboarding mechanism, and use of Advertiser Provided Data by iHeartMedia and Third-Party Vendors

pursuant to this Agreement, including for any Add-On Services, and (ii) where consent is required, ensure that individuals can revoke their consent as easily as they granted it. Advertiser shall comply with any additional instructions or requirements provided or made available by Third-Party Vendors in connection with disclosure of its Advertiser Provided Data. With respect to any Advertiser Provided Data provided or made available by or on behalf of Advertiser pursuant to this Agreement, Advertiser represents, warrants, and covenants that (i) it has collected all such Advertiser Provided Data in compliance with all Applicable Laws, and any agreements or terms and conditions to which it is a party or by which it is otherwise bound (including, e.g., any iOS or Android platform terms or platform guidelines); (ii) it has in place all necessary releases, licenses, clearances, consents, and permissions that it needs to lawfully provide such Advertiser Provided Data; and (iii) the use of the Advertiser Provided Data by iHeartMedia and Third-Party Vendors as contemplated herein shall not infringe on or misappropriate any intellectual property right, privacy right, or other right whatsoever of any third party. In addition to the foregoing representations and warranties, Advertiser represents, warrants, and covenants that it shall not include within any Advertiser Provided Data any Prohibited Data. **“Prohibited Data”** means: (i) any information regarding an individual user’s health condition or any information or inference regarding health or that could be considered “consumer health data” under any Applicable Laws, including without limitation the My Health My Data Act, 2023 Was. Laws 191, or by the FTC; (ii) any information that is: (a) from or about individuals Advertiser knows or should know are under 18 years of age, (b) any information collected from media that Advertiser knows or should know is directed to children, (c) any user or audience segments directed at or identifying children, or (d) any information implicating the Children’s Online Privacy Protection Act; (iii) any Identifying Information (defined below); (iv) any precise location information or GPS information; or (v) any information revealing, pertaining to, inferring, or segmenting individuals in a manner that could reveal or otherwise be deemed sensitive, special, protected, or similar under any Applicable Laws or self-regulatory program, such as segments related to race, ethnicity, religion, sexual orientation, political affiliation, or biometric information. **“Identifying Information”** means data that directly identifies or reasonably can be used to directly identify an individual, including name, raw (unhashed) email address, postal address, phone number, or government identifier.

6.9. If Semcasting is elected as a Third-Party Vendor, Advertiser may be granted login credentials to the Semcasting Audience Designer platform for the purpose of securely sharing Advertiser’s first-party customer data with Semcasting and iHeartMedia. Semcasting Audience Designer services are provided exclusively for the purpose

of onboarding Advertiser’s first-party data, building audience segments through data enhancement, and enhancing customer data with data provided by the Audience Designer Platform to create “Matched Data.” Advertiser may not market, sell, lease, rent, resell, incorporate the Matched Data into any other database, or share the Matched Data from Audience Designer with any other party not subject to this Agreement.

6.10. If iHeartMedia provides Advertiser with any data pertaining to the Transmission of Advertiser Material (**“iHeartMedia Data”**), iHeartMedia grants Advertiser a limited, revocable, non-exclusive, nonsublicenseable, license to use iHeartMedia Data solely for internal purposes as necessary to validate iHeartMedia’s Transmission of Advertiser Material. The foregoing license expires, and Advertiser must destroy, iHeartMedia Data thirty (30) days after the date of the applicable Transmissions. Advertiser may not, without iHeartMedia’s prior written consent, (i) disclose iHeartMedia Data to any third party, (ii) combine iHeartMedia Data with any other data, or (iii) use iHeartMedia Data for any other purpose, including, without limitation, to create an attribution model. Data or estimates provided to Advertiser, whether as part of this Agreement, or as included or reflected in any proposal or order is not a guarantee of audience size, impressions, or any other metric.

7. NON-DISCRIMINATION. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, iHeartMedia will not discriminate in any Agreement for advertising on the basis of race or ethnicity, and all such Agreements will be evaluated, negotiated and completed without regard to race or ethnicity.

8. GENERAL

8.1. This Agreement is for the Transmission by broadcast on radio, Transmission on other media when Internet is indicated, or both, of programs, announcements and/or displays of the Advertiser for the purpose of advertising the named products or services and is subject to all Applicable Laws, including the rules of the FCC Commission and the FTC. iHeartMedia will perform the Transmission covered by this Agreement on the days and approximate hourly times (current at iHeartMedia) provided in this Agreement. iHeartMedia may make reproductions of program material furnished by Advertiser to effect the Transmissions.

8.2. iHeartMedia shall assume no liability for loss or damages to program material and other property furnished by Advertiser in connection with Transmissions under this Agreement.

8.3. Advertiser may not assign or transfer this Agreement without first obtaining the written consent of iHeartMedia; nor is iHeartMedia required to transmit any material under this Agreement for the benefit of any person or entity other than Advertiser named on the face of this Agreement.

8.4. The failure of iHeartMedia or Advertiser to enforce any of the provisions of this Agreement shall not be construed as a waiver of that or any other provision.

8.5. This Agreement and any applicable written credit agreement, agency commission arrangement and/or merchandising arrangement contains the entire agreement between the parties relating to the subject matter in it, and no modification of its terms shall be effective unless in writing signed by both parties.

8.6. Advertiser's payment obligations under this agreement shall not be subject to offset, deduction, or withholding for any reason.

8.7. TO THE EXTENT PERMITTED BY LAW, IHEARTMEDIA MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

8.8. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IHEARTMEDIA, ITS PARENTS, AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO

ADVERTISER OR ANY THIRD PARTY FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF REVENUE, PROFITS, BUSINESS, DATA, GOODWILL, OR ANTICIPATED SAVINGS, ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), AND WHETHER OR NOT IHEARTMEDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IHEARTMEDIA'S TOTAL AGGREGATE LIABILITY TO ADVERTISER ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY ADVERTISER TO IHEARTMEDIA IN THE THIRTY (30) DAYS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES, AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.