

## PURCHASE ORDER TERMS AND CONDITIONS

1. GENERAL. The vendor/seller (the "**Company**") identified on the attached purchase order (the "**PO**") shall provide the purchaser identified on the PO ("**Purchaser**") all products and/or services set forth in the PO in accordance with the terms and conditions set forth herein (collectively, such products and/or services, the "**Deliverables**"). The PO, these terms and conditions, and any written instructions or schedules supplied by Purchaser herewith or issued by Purchaser pursuant hereto (collectively, this "**Agreement**") constitute the complete and final agreement between Purchaser and Company, and no agreement not mutually agreed to or other understanding in any way purporting to modify or rescind this Agreement shall be binding upon Purchaser unless otherwise agreed to by Purchaser in writing. This Agreement shall be deemed to be accepted by Company as of the earliest date on which Company does any of the following: (a) signs the PO; or (b) either, (i) in writing, orally, or by conduct agrees to provide the Deliverables; (ii) consents to the Agreement by means of an electronic signature, which may include affirmatively checking a box or respond affirmatively to an email indicating Company's acceptance to the Agreement; or (iii) commences providing any part of the Deliverables, at which point and on which date a legally binding contract between the parties as to the Agreement comes into existence. Acceptance of this Agreement constitutes acceptance of all specifications, terms, and conditions herein. Any addition to or modification of any terms or conditions of this Agreement is to be construed as a proposal for additions to this Agreement. The Deliverables shall be provided at a time and place set forth in the PO or otherwise designated by Purchaser from time to time.

### 2. SECURITY.

A. ACCESS TO PURCHASER SYSTEMS. To the extent Company may be given access to Purchaser's hardware, software, applications, equipment, network or computer systems, (collectively, "**Purchaser Systems**") in connection with this Agreement, Company shall comply with the applicable Purchaser Systems security policies and/or procedures as provided and/or communicated to Company and as may be revised by Purchaser from time to time, and will not tamper with, compromise or circumvent those security policies or procedures. Company shall be responsible for all actions of Company's personnel ("**Company Personnel**") relating to its and their access to the Purchaser Materials (as defined in Section 4 hereof) and Purchaser Systems including without limitation use of any logon IDs, passwords or other authentication methods provided to Company and/or Company Personnel. Without limiting the foregoing, Company shall conduct background checks on all Company Personnel, which background checks shall comply with any requirements set forth by Purchaser from time to time. All connectivity or attempted connectivity of Company and Company Personnel to Purchaser Systems shall be only through Purchaser's security gateways or firewalls, unless otherwise permitted by Purchaser in writing. Company and Company Personnel shall not access, and shall not permit unauthorized persons or entities within its control to access, Purchaser Systems without Purchaser's express written authorization and any such actual or attempted access must be consistent with any such authorization. To the greatest extent possible, Company shall restrict access to the Purchaser Materials and Purchaser Systems to the least degree of access required to provide the Deliverables (principle of least privilege). Any access by Company and Company Personnel to the Purchaser Materials and/or Purchaser Systems shall be solely and exclusively for providing the Deliverables. Company or Company Personnel shall not access from, store, cache or download any Purchaser Materials to CD-ROMS, flash drives, portable hard drives, tape or other removable media (collectively, "**Removable Media**"), any other portable device, such as laptops, smartphones and tablets (collectively, "**Portable Devices**"), or any other non-portable device or system employed by Company to process Purchaser Materials,

unless such Removable Media, Portable Device or non-portable device or system is protected by Company's firewall. Any Removable Media or Portable Device used by Company or Company Personnel to access Purchaser Materials and/or the Purchaser Systems must be explicitly authorized by Company for such purpose and subject to full disk encryption at the device level (using a commercially recognized encryption algorithm) ("**Company Authorized Device**"). Failure to materially comply with this Section 2 and the Purchaser security policies shall be a material breach of this Agreement.

B. SECURITY NOTIFICATIONS; AUDIT. Company shall immediately notify Purchaser via phone at 404-827-5000 and email to informationsecurity@turner.com if it becomes aware of any actual or suspected unauthorized access, disclosure, loss, or use of the Purchaser Materials and/or Purchaser Systems (a "**Security Incident**"). Company shall cooperate with Purchaser (and/or its agents or any governmental entity) and provide documentation and information as requested by Purchaser or such third party in any investigation of a Security Incident, and the results of any such investigation will be the Confidential Information of Purchaser. Company shall not publicize or serve any notice with respect to any Security Incident. Purchaser may audit Company and Company's records to confirm its compliance with the terms of this Agreement.

3. TIMELINESS. Time is of the essence in this Agreement. Company shall provide the Deliverables in accordance with the time frames set forth in the PO or otherwise communicated by Purchaser to Company from time to time. Purchaser shall not be obligated to pay for any Deliverables that are not delivered to Purchaser within such time frames.

4. PURCHASER MATERIALS. Any technical, financial, or other information of Purchaser, and any other information, property, trade secrets, materials, documentation, or data of Purchaser and/or any affiliate, subsidiary, or parent of Purchaser (each, a "**Purchaser Affiliate**"), and any employee or contactor of Purchaser or any Purchaser Affiliate that is received by Company in the course of providing Deliverables hereunder is referred to herein as "**Purchaser Materials**". Company shall hold in confidence and not disclose the Purchaser Materials, and Company shall not use the Purchaser Materials for any purpose except solely as needed to provide the Deliverables. Company shall not access or attempt to access any Purchaser Materials that are not provided by Purchaser for the purposes of providing the Deliverables hereunder. Company shall return (or, to the extent expressly instructed by Purchaser, destroy) all Purchaser Materials at the earlier to occur of Purchaser's request or the termination or expiration of this Agreement. All Purchaser Materials are the Confidential Information of Purchaser and shall remain the sole and exclusive property of Purchaser. Company shall be responsible for any and all risk of loss and damage to Purchaser Materials that are provided to Company in connection with this Agreement. The obligations set forth in this Section hereunder shall survive for a period of five (5) years following the last date on which seller provides any goods or services hereunder.

5. OWNERSHIP. Company agrees: (i) that any services rendered, equipment and personnel supplied, and rights granted pursuant to this Agreement shall not confer in Company any rights of ownership in the subject matter of this Agreement, the Deliverables, or any part thereof, which shall remain exclusively in Purchaser; and (ii) any material produced by or on behalf of Purchaser pursuant to this Agreement shall be considered a "work made for hire" as contemplated by the United States Copyright Act and to the extent said material is not recognized as a "work made for hire," Company hereby assigns all rights of copyright and copyright renewal in said material or any part thereof to Purchaser.

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6. ASSIGNMENT AND DELEGATION. Except by written consent of Purchaser, Company shall not delegate or subcontract in any manner to any other person the performance of any Deliverables nor assign this Agreement and/or any of Company's rights or obligations hereunder.

7. WARRANTIES. Company represents and warrants that (i) the Deliverables will conform to the specifications, instructions, drawings, requirements, standards, samples, or other descriptions set forth in this Agreement (including the PO) or otherwise furnished or specified by Purchaser (collectively, the "**Specifications**"), and will be fit and sufficient for the purposes intended, and are merchantable, of good material and workmanship, and free from defect; and (ii) all Deliverables provided hereunder shall meet the highest standards of the relevant industry, and shall not infringe upon, misappropriate, or violate in any respect, when used by Purchaser in any manner or media, the intellectual property, confidentiality, or other rights of any person, firm or entity. The warranties recited in this Agreement shall be in addition to those implied by or available at law and shall exist notwithstanding the acceptance and inspection by Purchaser of all or a part of the Deliverables with respect to which such warranties and remedies are applicable.

8. ACCEPTANCE. After the Deliverables have been provided to Purchaser, Purchaser may at any time evaluate the Deliverables to determine whether such Deliverables satisfy the Specifications. If Purchaser determines at any time in its sole discretion that the Deliverables do not satisfy the Specifications, Purchaser may, at its option, require that Company (i) promptly re-perform or replace the Deliverables such that they satisfy all Specifications; or (ii) terminate this Agreement and/or any portion of the PO, in which case Company shall immediately refund to Purchaser all amounts previously paid for the applicable Deliverables, and Purchaser shall have no further payment obligation for the terminated Deliverables.

9. INVOICES, PAYMENT TERMS. The fees payable for the Deliverables are as set forth in the PO, and are inclusive of all costs and expenses necessary to provide the Deliverables except as expressly set forth herein. Purchaser shall not be required to pay for Deliverables rendered by Company until Purchaser receives a complete and accurate invoice for such Deliverables from Company. No partial invoicing shall be permitted unless expressly set forth in the PO. Purchaser has 45 days from Purchaser's receipt of a complete and accurate invoice to pay for the Deliverables described therein, unless expressly provided otherwise in the PO. Notwithstanding the foregoing, Purchaser may withhold payment of invoiced amounts that Purchaser disputes in good faith. In the event that Purchaser withholds payment of any disputed amounts as provided in the previous sentence, Company shall continue to perform its obligations under the PO notwithstanding such dispute.

10. CHANGES. Purchaser may at any time and from time to time, by notice to Company, make changes in (i) the Specifications applicable to the Deliverables; (ii) the method of shipment and packing, the place of delivery/performance, and/or the delivery/performance schedules for the Deliverables. If any such changes increase or decrease the cost or time required to perform under this Agreement, Purchaser may make, in its sole discretion, an equitable adjustment in the purchase price or the delivery schedule, or both.

11. EXCUSABLE DELAYS. Purchaser shall not be liable for any delay in performing or a failure to perform under this Agreement arising from strikes, labor unrest, fires, acts of God, war, acts of government or any federal, state, local, public, or administrative

authority, or any other causes, contingencies, or occurrences beyond the control of Purchaser.

12. TERMINATION. The term of this Agreement shall commence on the date set forth in the PO (or, if earlier, the date on which this Agreement is accepted as described in Section 1) and shall continue until Company has completed providing all Deliverables to Purchaser's satisfaction. Purchaser may terminate this Agreement, in whole or in part, at any time without cause and without incurring any liability. Purchaser's sole and exclusive obligation to Company upon termination shall be the payment of unpaid charges due and payable for Deliverables properly performed up in accordance with the terms hereof as of the effective date of termination.

13. REMEDIES; WAIVER. The remedies herein reserved shall be cumulative, and additional to any other or further remedies provided at law or equity. No failure to enforce or insist upon strict compliance with any provision of this purchase order shall be deemed to constitute a waiver of rights to demand strict compliance with the terms hereof. No waiver of any term or condition of this Agreement shall be deemed or construed to be a waiver of such term or condition in the future, or of any subsequent breach of said term or any other terms of this Agreement. In the event of a breach by Purchaser, Company waives equitable relief and its remedies shall be limited solely to an action for damages at law. Company acknowledges that the Deliverables are of a unique nature, that Purchaser cannot be adequately compensated at law for any breach by Company, and that Purchaser shall be entitled to, among other remedies, injunctive relief in the event of Company's breach.

14. INDEMNIFICATION; INSURANCE. Company shall indemnify, defend, and hold Purchaser, the Purchaser Affiliates, and its and their licensees, successors and assigns, and each of their officers, directors, agents and employees, harmless from and against any damages, settlements, liabilities, claims, demands, costs, and expenses, including without limitation court costs and reasonable attorneys' fees, of whatsoever type or nature or howsoever incurred (referred to collectively hereinafter as "**Damages**"), arising out of or incurred in connection with (i) Company's performance or non-performance under this Agreement, (ii) Company's negligence, (iii) the breach or alleged breach by Company of any representation, warranty, obligation, promise, or covenant made by Company under this Agreement, and/or (iv) the purchase, use, rental or resale by Purchaser of any Deliverables. Company shall carry insurance coverage in form and limits adequate to fulfill Company's indemnification and other obligations set forth within this Agreement. The existence, or nonexistence, of said insurance shall in no way relieve Company of such obligations.

**15. UNDER NO CIRCUMSTANCES SHALL PURCHASER BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, ALL (DIRECT OR INDIRECT) LOST PROFITS OR LOST BUSINESS OPPORTUNITIES, HOWEVER ARISING, WHETHER FROM THIS AGREEMENT, IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE, WHETHER OR NOT PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, UNDER NO CIRCUMSTANCES SHALL PURCHASER'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAYABLE BY PURCHASER TO COMPANY FOR THE DELIVERABLES.**

16. PROPRIETARY INFORMATION. Neither party shall disclose any of the other party's Proprietary Information (as defined herein) to any third party and shall use and disclose such Proprietary

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information only on a need-to-know basis for purposes of performing its obligations under this Agreement, or in the case of Purchaser, for purposes of using the Deliverables and/or exercising its rights granted hereunder. "**Proprietary Information**" means the know-how, trade secrets, and Confidential Information of the disclosing party (or of a third party providing such information to the disclosing party). "**Confidential Information**" means any information or material in tangible or intangible form that: (a) is confidential and proprietary to the disclosing party, which derives economic value from not being generally known and is the subject of reasonable efforts by the disclosing party to maintain its secrecy; or (b) the disclosing party obtains from any third party which the disclosing party treats as proprietary or confidential whether or not owned by the disclosing party. This Agreement and its terms are Confidential Information (provided that Purchaser may disclose a copy of this Agreement to the Purchaser Affiliates). For purposes of this Agreement, Proprietary Information shall not include information or material which (i) enters the public domain (other than as a result of a breach of this Agreement); (ii) was in the receiving party's possession prior to its receipt from the disclosing party; (iii) is independently developed by the receiving party without the use of the disclosing party's Proprietary Information; (iv) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party; or (v) must be disclosed due to a judicial or governmental requirement or order, provided that where permitted by law (A) the receiving party has given the disclosing party reasonable prior notice of such requirement or order to give the disclosing party a reasonable opportunity to object or to seek a protective order or other appropriate remedy, (B) the receiving party reasonably cooperates with the disclosing party so that it may object or seek a protective order or other appropriate remedy, and (C) the receiving party in any event discloses only that portion of the Proprietary Information that it is legally required to disclose. The confidentiality obligations set forth in this Section shall continue for three (3) years following termination or expiration of this Agreement. The receiving party acknowledges that disclosure of any Confidential Information or trade secret by it or its employees or subcontractors will give rise to irreparable injury to the disclosing party or the owner of such information, not adequately compensated by damages. Accordingly, the disclosing party will be entitled to equitable relief, including injunctive relief and specific performance against the breach or threatened breach of the undertakings in this Section, in addition to any other legal remedies which may be available. The receiving party further acknowledges and agrees that the covenants contained in this Section are necessary for the protection of the disclosing party's legitimate business interests and are reasonable in scope and content. All Proprietary Information shall remain the property of the disclosing party and no license or other rights to the disclosing party's Proprietary Information is granted or implied hereby. Upon the earlier of the disclosing party's request or the termination or expiration of this Agreement, the receiving party shall, at the disclosing party's option, promptly destroy or return all Proprietary Information, including all copies thereof in whatever medium, in its possession or control, and in either event provide a written certification confirming the same.

17. TAXES. There shall be added to any charges under this purchase order amounts equal to any applicable taxes, however designated, levied or based on the Deliverables, including sales and use taxes, paid or payable by Purchaser. Such taxes shall be identified separately as such on the invoices. Company shall be responsible for collecting and remitting taxes imposed in connection with purchasing or using the Deliverables hereunder, as required by applicable taxing or governmental authorities, and for any resulting penalties or interest imposed by such authorities for failure to collect and remit. Purchaser shall not be charged for, and Company shall pay, any taxes based on the net or gross income of Company or

taxes imposed on Company in lieu of income taxes or income tax increases, including value added taxes.

18. NAME USAGE. Company shall not use or reference Purchaser's or any Purchaser Affiliate's name, logo, marks, or materials for any advertising, marketing, sales, or promotional purposes (including press releases or the inclusion of Purchaser's or any Purchaser Affiliate's name on any customer list of Company) without the express written consent of Purchaser.

19. LIENS. All Deliverables shall be free of all liens or other encumbrances and if Purchaser requests, a formal release of any liens or other encumbrances filed will be delivered to Purchaser.

20. COMPLIANCE WITH LAW AND INDUSTRY BEST PRACTICES. Company shall comply with all applicable federal, state and local laws, rules, regulations, and orders. Company shall adhere to industry best practices and applicable industry compliance (including security) standards.

21. NOTICES. Any notice or communication required to be given by either party under this Agreement shall be in writing and shall be hand delivered, sent by certified or registered mail, return receipt requested, or sent by a nationally recognized overnight courier to the addresses indicated below. Such notices shall be deemed given on the date delivered if hand delivered or on the date it is officially recorded as delivered by return receipt or recordation by the overnight courier service. Either party may change its address for notice purposes upon issuance of notice thereof in accordance with this Section. All notices to Company shall be provided at the address set forth in the PO. All notices to Purchaser shall be provided at the address set forth in the PO with a copy to Turner Broadcasting System, Inc., Legal Department, One CNN Center, NT 13th Floor, Atlanta, Georgia 30303-2762, Attention: General Counsel.

22. GOVERNING LAW; JURISDICTION AND VENUE. This Agreement shall be construed in accordance with and governed by the laws of the State of New York without giving effect to its conflicts of laws provisions. Any suit, action or proceeding brought in connection with or arising under this Agreement must be brought in a Federal, State or local court of competent jurisdiction in New York County, New York. The parties expressly consent to personal jurisdiction in New York County, New York, with respect to any suit, action or proceeding brought in connection with or arising under this Agreement.

23. HEADINGS; SURVIVAL. The headings at the beginning of each of the paragraphs hereof are for reference only and shall not affect the meaning or construction of this Agreement. Sections 2-8, 9 (with respect to Purchaser's right to withhold disputed amounts), 13-16, and 18-24 of this Agreement shall survive the termination or expiration of this Agreement for any reason.

24. INDEPENDENT CONTRACTORS. Company acknowledges and agrees that Company and its employees, agents, and contractors, are independent contractors, rather than agents or employees of Purchaser. Nothing herein shall be deemed to create an employment, joint venture, agency, or partnership relationship between the parties hereto, and neither party is authorized nor shall act toward any third party, individual entity, or the public in any manner that would indicate any such relationship to the other.