

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**”).
2. PURCHASE ORDER. If the parties have executed an agreement that is intended to govern the purchase of the Deliverables described on this PO, then such agreement shall control the purchase of such Deliverables described on this PO, and these terms and conditions shall not apply. Otherwise, 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 with respect to the Deliverables, 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 responding affirmatively to an email indicating Company’s acceptance of 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 by Company is to be construed as a proposal for additions to this Agreement.
3. DELIVERY.
 - A. Delivery shall be made at such place or places as Purchaser may specify, in accordance with the shipping instructions established by Purchaser in the PO or in subsequent notices to Company. Company shall keep Purchaser fully informed of progress under the PO and shall promptly notify Purchaser whenever there is doubt that delivery will be effected on schedule. Company shall follow Purchaser’s instructions as to manner of shipment, carriers, routing, prepayment of freight, and other matters. If the Deliverables are delivered in advance of the delivery schedule, Purchaser may, at its option (i) return the Deliverables at Company’s expense for redelivery at the proper time; (ii) withhold payments for the Deliverables until such time as payment would have become due had delivery been made at the time provided for in the PO; or (iii) place the Deliverables in storage at Company’s expense and for Company’s account until the time provided for delivery.
 - B. To the extent the PO is for the purchase of software or similar components, Company and Turner acknowledge and agree that any and all software, including upgrades or updates, will be delivered by Company to Turner, either (i) through electronic transmission or download from the Internet, or (ii) installation by Company on the relevant equipment of Turner with retention by Company of all tangible media on which such software resides. Company and Turner acknowledge and agree that no tangible medium containing such software (including any enhancements, upgrades or updates) will be transferred to Turner at any time for any reason under the terms of this Agreement, and that Company will, at all times, retain possession and control of any such tangible medium used or consumed by Company in providing the Services Deliverables hereunder.
4. TIMELINESS. Time is of the essence in this Agreement and with respect to the fulfillment of the PO. 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.
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.
6. 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 (including without limitation information security standards), 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.

7. 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.
8. 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), and no extra charges of any kind, including charges for boxing, packing, loading, or freight, will be allowed unless specifically agreed to by Purchaser in writing. 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 sixty (60) 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 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.
9. TAXES. There shall be added to any charges under this PO 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 invoice(s). 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.
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; and (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. 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 2 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 such termination shall be the payment of unpaid charges due and payable for Deliverables properly performed or provided in accordance with the terms hereof as of the effective date of termination.
12. 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 13 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 and 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 12 and the Purchaser security policies shall be a material breach of this Agreement.

- B. SECURITY INCIDENT NOTIFICATIONS; AUDIT. Company shall immediately notify Purchaser via phone at 404-827-1900 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 on Purchaser's behalf 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.
13. 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 13 hereunder shall survive for a period of five (5) years following the last date on which Company provides any Deliverables hereunder.
14. 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 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. Notwithstanding anything to the contrary herein, Purchaser shall have the right to share or disclose all or any part of this Agreement, and all associated documents and amendments, and any Proprietary Information disclosed to Purchaser with any Purchaser Affiliate. 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 or on behalf of 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 14 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 14, 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 14 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.

15. **INFRINGEMENT.** Company warrants that the Deliverables and Purchaser's purchase, use or sale of thereof, in the form furnished to Purchaser, or as changed or combined in accordance with Company's specifications or recommendations, will not violate, misappropriate and/or infringe any valid patent, copyright, trademark, trade secret or other proprietary rights, and Company agrees to defend any claim, action, or suit that may be brought against Purchaser for infringement of patent, copyright, trademark, trade secret or other proprietary right by reason of Purchaser's purchase, use, or sale of such Deliverables. Company also agrees to indemnify and hold Purchaser harmless from and against all judgments, decrees, damages, costs, and expenses recovered against Purchaser or sustained by Purchaser on account of such actual or alleged infringement.
16. **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 PO 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 (a) the Deliverables are of a unique nature, (b) Purchaser cannot be adequately compensated at law for any breach by Company, and (c) Purchaser shall be entitled to, among other remedies, injunctive relief in the event of Company's breach.
17. **INDEMNIFICATION.** Company indemnifies and holds Purchaser, and Purchaser Affiliates, its and their licensees, successors and assigns, and each of their officers, directors, agents and employees (referred to collectively hereinafter as "**Indemnified Parties**") harmless from and against any damages, liabilities, claims, demands, costs, and expenses, including without limitation, court costs and reasonable attorneys' fees and expenses, of whatsoever type or nature or howsoever incurred (referred to collectively hereinafter as "**Damages**"), arising out of or incurred in connection with Company's performance under this PO, or the breach by Company of any representation, warranty, or covenant made by Company under this Agreement, or out of or in connection with the purchase, use, rental or resale by Purchaser of any Deliverables furnished under this PO.
18. **INSURANCE.** Upon the request of Purchaser, Company shall furnish Purchaser with evidence that Company has adequate general liability and property damage insurance in amounts and with companies acceptable to Purchaser, and evidence that Company has made adequate provisions for satisfying workmen's and unemployment compensation claims. Company shall submit to Purchaser certificates evidencing such coverage and naming Purchaser as an additional insured upon Purchaser's request. All such policies shall provide that the coverage thereunder shall not be terminated without at least ten (10) days' prior written notice to Purchaser. Company's failure to provide said certificate(s) of insurance upon Purchaser's request shall, at Purchaser's option, release Purchaser from any obligations under this PO.
19. **UNDER NO CIRCUMSTANCES SHALL PURCHASER OR PURCHASER AFFILIATES 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.**
20. **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) or any other purpose without the express written consent of Purchaser.
21. **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.

22. **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.
23. **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.
24. **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 24. 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, 1050 Techwood Drive, NC10514A, Atlanta, Georgia 30318, Attention: General Counsel.
25. **GOVERNING LAW; JURISDICTION AND VENUE.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of New York, USA, without regard to its conflict of law provisions. The exclusive jurisdiction for any dispute, controversy or claim arising out of or relating to this Agreement shall be the state and federal courts located in New York, New York; provided that either Party may seek injunctive or other equitable relief in any court of competent jurisdiction to enforce or protect its intellectual property rights or Confidential Information.
26. **EXCUSABLE DELAYS.** Neither Purchaser nor Company shall be liable for any delay in performing or a failure to perform under this PO 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 and without the fault or negligence of Purchaser or Company. In the event of a failure by Company to perform under this PO arising from any of the causes or events set forth in this Section, Purchaser shall be entitled to terminate this PO as to all undelivered Deliverables or unperformed services or any part thereof or to obtain Deliverables covered by this PO elsewhere for the duration of such failure and to reduce, pro rata, and without any obligation to Company, the quantity or amount of Deliverables ordered from Company under this PO.
27. **HEADINGS.** The headings at the beginning of each of the Sections hereof are for reference only and shall not affect the meaning or construction of this Agreement.
28. **SURVIVAL.** The definitions contained herein and Sections 2, 5-9, 11-17, and 19-29 of this Agreement shall survive the termination or expiration of this Agreement for any reason.
29. **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.

DRAFT DATE: 2/23/17