

Updated: June 19, 2024

CLIENT TERMS AND CONDITIONS: CAPITOL B CREATIVE STUDIOS

We're glad you're here. CBC New Media Group, LLC d/b/a Capitol B Creative Studios ("**Capitol B**") provides a range of digital marketing and creative services for businesses (collectively, "**Services**"). We look forward to working with you.

Please read through the Client Terms and Conditions (the "**Client Terms**") carefully, combined with your signed scope of work (the "**SOW**" and collectively the "**Agreement**"), this Agreement details the (a) Services Client is purchasing; (b) costs for the Services; (c) due date for payment; (d) timeframe for deliverables; and (e) other relevant details of the Service, and will govern the terms of the relationship between your company ("**Client**") and Capitol B.

1. **Project Services (the "Deliverables")** can include:

Deliverable	Description/Explanation
Discovery	Includes a variety of research activities, from client meetings to focus groups, surveys and/or stakeholder interviews.
Written Content	Includes written content (i.e. website, campaign copy, and other assets requiring written content); can also include sponsored content, referred to as "Spotlight" content.
Brand Development	Creative concepting, logo design and other examples of how to bring your brand to life. Can also include a brand and style guide. Information is often gathered during Discovery.
Marketing Strategy	A strategic recommendation to promote your brand's needs. Commonly includes a media plan, a "go-to-market" strategy, to get your brand to your target audience.
Video Production	Full video production can include concepting, scripting, pre-production, on-site shoots, post-production, final completed video and any associated final 'cut downs', which are shorter versions of the full video. Other video production service options can use existing footage, stock imagery, voiceover and text on screen. Video Production does not include rights to raw video, which may be purchased separately by the Client.
Digital Advertising - ONSITE	Advertising would run on our WRAL owned and operated properties. Advertising could include, but is not limited to, display, video, and sponsorships.
Digital Advertising - OFFSITE	Advertising would run on a third party (or third parties). Can include, but is not limited to, CBCAN display, pre-roll, CTV, PPC and social media advertising.

Creative Design Services	Creative Services can include display ads, deliverables for printing, internal or external assets
Website Development	Includes creating a full landing page for your existing website, or we can build you a website.
Website Maintenance	Can provide maintenance and/or updates to your existing website. This is done via a monthly allocation of hours. Unused hours do not roll over to the next month.
Interactive Hub	This service targets an engaging user experience through a collection of content for use on your website. Content can include Spotlight.
Agency Services	Can include a variety of agency of record (“AOR”) services as needed, including account management and project management. Agency Services are billed to Client as a monthly retainer for time associated with activities.
Media Buying	We will place your advertising on various media outside of WRAL digital properties (social media, tv, radio, PPC, and print.) Such buys include a 15% media buying agency fee.

2. Client Responsibilities/Timelines. In addition to other responsibilities detailed herein, Client will:

- a. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project.
- b. Designate in writing a person who has complete authority to represent the Client, make the Client's decisions, receive information, and relay instructions.
- c. Review all Deliverables from Capitol B and communicate requested adjustments in writing within thirty (30) days of receipt. Client will be deemed to have approved said Deliverables if no response is received.
- d. Respond to Capitol B’s requests for input and/or Client Content in writing within thirty (30) days, to not delay the Deliverables. Client will be deemed to have given Capitol B final say on said Deliverables if no response is received.
- e. Share access to Client Content (defined below) as required for Capitol B to provide the Services.

3. Project Deadlines. It’s critical that both Client and Capitol B meet deadlines established under this Agreement, as such the following applies:

- a. If Client does not provide required feedback within thirty (30 days) of Capitol B’s request, Capitol B reserves the right to require an Agreement addendum that will include both new timeframes for the Deliverables, and related additional expenses Client will be charged as a result of the change in timeframe (an “**Addendum**”).
- b. If Client requires work outside of what’s detailed in the SOW, an Addendum will be required.
- c. Both parties must agree to the terms of the Addendum, and acknowledge that it is limited in scope, only applying to the terms it details. All other terms of the Agreement remain in effect.
- d. Capitol B will consider any request for an Addendum, but approval is at the sole discretion of Capitol B.

4. Payment Terms. Fees and payment terms are detailed in the SOW.

- a. Should Client fail to make payment on time, Client is subject to a finance charge of 1.5% per month on any outstanding balance.
- b. In the event of early termination, Client is liable for all outstanding invoices for Services rendered as of the effective date of termination. Payment is due within thirty (30) days of the invoice date.
- c. All payments due are in U.S. dollars and exclude any taxes, which will be the sole responsibility of Client.

5. Cancellation. See the applicable cancellation policies below. Terms vary based on the Deliverables purchased by Client:

Deliverable	Cancellation Terms
Discovery	Noncancellable
Written Content	Noncancellable
Brand Development	Noncancellable
Marketing Strategy	Noncancellable
Video Production	Noncancellable
Digital Advertising - ONSITE	Cancellable with thirty (30) days advance written notice to Capitol B.
Digital Advertising - OFFSITE	Cancellable with thirty (30) days advance written notice to Capitol B.
Creative Services	Creative Services that are in production are Non-cancellable. Creative Services that have been Scoped but are not yet in production can be cancelled with 30 days advance written notice to Capitol B.
Website Development	Noncancellable
Website Maintenance	Cancellable with thirty (30) days advance written notice to Capitol B.
Interactive Hub	Noncancellable
Agency Services	Cancellable with thirty (30) days advance written notice to Capitol B.

Media Buying	<p>Advertising buys on WRAL non-digital properties (TV, Radio): require thirty (30) days advance written notice to cancel.</p> <p>Advertising buys on outside media: Termination will depend on the Terms and Conditions of where the media is placed. These termination requirements will be communicated in writing to the Client before the media buy.</p>
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- a. Either party may terminate the Agreement with thirty (30) days prior written notice if the other party is in material breach of its obligations under the Agreement and such breach has not been cured within the thirty (30) day notice period.

6. Deliverables: Client Responsibilities.

- a. **Client Approval.** Client is responsible for final approval of Deliverables and acknowledges and agrees that Capitol B is not liable for (a) typographical errors, incorrect insertions, or omissions in a published Ad; or (b) the failure to publish an Ad because of circumstances outside of the control of Capitol B.
- b. **Client Content.** Client is solely responsible for ensuring that all content supplied to Capitol B (e.g. interviews Client conducted, industry data, research, imagery, video footage) (the “**Client Content**”) is complete, accurate, does not infringe on another’s copyright and complies with applicable laws. Client is solely liable for all claims and damages relating to the Client Content. Client understands and acknowledges that there is no guarantee that further modifications can be made to the Client Content after it has been delivered to Capitol B.
- c. **Keywords.** Capitol B will have discretion to select the individual words or phrases (“**Keywords**”) used in any search engine marketing. Client may request the use of certain Keywords, and while Capitol B will use reasonable efforts to use Client’s requested Keywords, Capitol B makes no guarantees to their use. To the extent that Capitol B uses Keywords of its choosing, it is under no obligation to disclose such Keywords to Client. To the extent that Client elects to use keywords that include the names of its competitors or trademarked terms (“**Competitor Keywords**”), Client does so at its own risk and acknowledges and agrees that it bears all liability associated with such action, and hereby agrees to fully indemnify Capitol B and its affiliates for any such use. Without limiting the foregoing, Client further acknowledges that Capitol B may, at any time and in its sole discretion, remove Competitor Keywords, but will not have the obligation to do so.
- d. **Client Website.**
 - i. **Website Hosting.** It is solely the Client's responsibility to identify, engage and manage a third-party hosting provider for the Client’s website.
 - ii. **Domain Maintenance.** Unless otherwise expressly stated in the SOW, Client, not Capitol B, is responsible for renewing Client’s domain and paying the domain hosting company.
 - iii. **Privacy Considerations.** Client must post a privacy policy on its website and comply with said terms. The privacy policy must reflect all applicable laws and should not contain any terms that are inconsistent with, or otherwise restrict Capitol B from performing its

obligations hereunder. To the extent that Client's website collects personally identifiable information, Client's privacy policy must permit the transmission of such information through third-party provider sites. If Client is purchasing Services that include targeted display ads, Client is obligated to ensure that its privacy policy permits user targeting and tracking and permits the transmission of any resulting non-individually identified data about such users to third parties. Client hereby agrees, at its own expense, to fully defend, indemnify, and hold harmless Capitol B and its affiliates for any liability, cost or damages incurred by Capitol B or its affiliates due to failure of Client's privacy policy to comply with the foregoing requirements or with any applicable law.

- iv. **Client Data.** From time to time during the Term, Client will need to provide certain information (the "**Client Data**") to Capitol B, which Client hereby authorizes Capitol B to input into one or more third-party web-based marketing platforms. Capitol B will only use such information in connection with the fulfillment of the Services and as otherwise permitted by this Agreement.

7. Third-Party Service Providers. Capitol B may use third-party service providers to support and/or supply some or all of the technology, platforms, content or other products in connection with the Services. Some third-party service providers may require Client to accept independent terms and conditions. Capitol B will let Client know when this applies.

8. Online Advertising and Listing Services. Capitol B works with online properties affiliated with CBC New Media Group (e.g. WRAL.com) (the "**WRAL Properties**") as well as third-party websites (the "**Publisher**" or "**Publishers**") to publish marketing content (the "**Ads**"). Capitol B will determine, in its sole discretion, on which Publisher the Ads will run during the Campaign. Capitol B guarantees targeting Client's desired audiences on the WRAL Properties. Capitol B does not operate or control any third-party Publisher, and therefore cannot guarantee when or where Ads will be displayed by those Publishers. When applicable, Client and Capitol B will be bound by AAAA/IAB Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0, as amended by the Addendum to the AAAA/IAB Standard Terms posted [here](#).

9. Agency. Client represents and warrants that when purchasing advertising on behalf of another company (the "**Authorizing Company**"), Client is authorized by that company to act as its agent in all respects relating to this Agreement, including, without limitation, making elections or giving consent. Client affirms the Authorizing Company is aware of, and agrees to be bound by, this Agreement and, as applicable, any relevant third-party terms. Client and the Authorizing Company will be jointly and severally liable for fulfillment of Client's obligations under this Agreement, including all payment obligations.

10. License. During the term of this Agreement, Client hereby grants to Capitol B and Publisher a non-exclusive, royalty-free, worldwide license to use, copy, modify (as permitted herein), publicly perform, display, broadcast and transmit: (a) any Deliverables created hereunder in accordance with the terms of this Agreement; (b) the Client Content; and (c) any copyright and/or trademarks provided by Client, to the extent necessary for Capitol B to perform the Services and Deliverables contemplated by this Agreement. Except as set forth in Subsection 6 above, title to and ownership of all intellectual property rights of all Client Content will remain with Client or its third-party licensors and upon termination of this Agreement, Capitol B will promptly destroy or return such property to Client. In addition, Client agrees that Capitol B may, during the term of this Agreement

and thereafter, include Client's name (including any trade name, trademark, service mark and logo) and any Ad provided hereunder, on Capitol B's customer list, and in its marketing materials, sales presentations and the WRAL Properties. Capitol B may, as part of the Deliverables, create an Ad, modify an Ad provided by Client, modify other Client Content, or provide other Deliverables. With respect to any Deliverables, Capitol B retains ownership of the design elements of the Ad and/or content, excluding any Client Content, trade name, trademark, service mark or logo of Client. Capitol B hereby grants to Client a non-exclusive, royalty-free, worldwide license to use the Deliverables.

11. Client Representations; Warranties and Covenants. Client is solely responsible for any liability arising out of or relating to any Ad, trademark or Client Content provided by Client hereunder and any material to which users can link to through such Ad including, without limitation, any third-party content contained therein ("**Linked Content**"). Client represents, warrants and covenants that the trademarks, Client Content, and Linked Content, and any portion thereof, do not and will not: (a) infringe on Capitol B's or any third party's copyright, patent, trademark, trade secret, moral right or other proprietary rights or right of publicity or privacy; (b) violate any law, statute, ordinance or regulation, including, without limitation, laws and regulations governing export control, false advertising or unfair competition; (c) be defamatory or libelous; (d) be pornographic or obscene; or (e) contain viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines. Client further represents, warrants, and covenants that the product or service that is being (or will be) promoted via Capitol B, including any Ad and Linked Content, is: (x) lawful and (y) not the subject of any ongoing investigation by any local, state, or federal regulatory or quasi-regulatory authorities.

12. Indemnification. Client will indemnify, defend and hold harmless Capitol B, the Publisher and their respective subsidiaries, affiliates and parent companies and each of their respective directors, officers, agents and employees, their successors and assigns from and against any and all claims, liabilities, damages, losses, costs, expenses, fees of any kind (including without limitation reasonable attorneys' fees and expenses) incurred in connection with any claim, action or proceeding arising from or relating to the violation of any rights of any third party, including intellectual property, privacy, publicity or other proprietary rights by Client or anyone using Client's account. Capitol B reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Client. If Capitol B does assume the defense of such a matter, Client will reasonably cooperate with Capitol B in such defense. Client will not enter any settlement or compromise any such claim that would result in any liability to, or any admission of wrongdoing by any indemnified person or entity without Capitol B's prior written consent.

13. Confidentiality. Client will not disclose Confidential Information (defined below) to any third party (other than Client's employees and representatives who are made aware of and agree to this restriction) without Capitol B's prior written consent. "**Confidential Information**" means information about Capitol B, its suppliers, business, products, technologies, strategies, financial information, operations, or activities that is proprietary and confidential, including, without limitation, all financial, technical and any other information which, from all the relevant circumstances, should reasonably be assumed to be confidential and proprietary. Confidential Information will not include information that (a) becomes publicly known other than by a breach of this provision; (b) is received without restriction from a non-party free to disclose it; and/or (c) is developed independently by Client without reference to the Confidential Information. In addition, information, whether or not Confidential Information, may be disclosed by Client as may be required

by applicable law, rule, regulation, or lawful process, provided that, Client, to the extent permitted by applicable law, rule, regulation, or lawful process, first notifies Capitol B in order to permit Capitol B to seek reasonable protective arrangements. Except as otherwise expressly herein permitted, no party may issue a press release concerning the existence or terms of this Agreement without the prior written consent of the other party.

14. DISCLAIMER OF WARRANTIES. ALL SERVICES PERFORMED HEREUNDER ARE ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTY OR GUARANTEE OF CONTINUOUS OR UNINTERRUPTED DISPLAY OR DISTRIBUTION. CAPITOL B DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WITH REGARD TO SERVICES, CAPITOL B WILL HAVE NO LIABILITY FOR ANY: (i) ERRORS, MISTAKES, OR INACCURACIES; (ii) CLAIMS RELATING TO BREACH OF INTELLECTUAL PROPERTY LAWS OR DEFAMATION; (iii) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM CLIENT’S ACCESS TO OR USE OF THE SERVICES; (iv) UNAUTHORIZED ACCESS TO OR USE OF CAPITOL B’S SERVERS OR OF ANY PERSONAL OR FINANCIAL INFORMATION; (v) INTERRUPTION OF TRANSMISSION TO OR FROM THE SERVICES; (vi) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED ON OR THROUGH THE SERVICES BY ANY THIRD PARTY; (vii) LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, E-MAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE ON OR THROUGH THE SERVICES; OR (viii) MATTERS BEYOND ITS REASONABLE CONTROL. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, CAPITOL B AND ITS AFFILIATES EXPRESSLY DISCLAIM ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, SUITS, CLAIMS, AND/OR CONTROVERSIES THAT HAVE ARISEN OR MAY ARISE, WHETHER KNOWN OR UNKNOWN, AT ANY TIME IN THE PAST OR FUTURE, FROM USE OF ANY THIRD-PARTY WEBSITE, CONTENT, SERVICE OR PRODUCT.

15. LIMITATIONS OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY IS LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, FOR BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR STRICT LIABILITY), OR FOR INTERRUPTED COMMUNICATIONS, LOSS OF USE, LOST BUSINESS, LOST DATA OR LOST PROFITS (EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. THE FOREGOING EXCLUSION OF LIABILITY WILL NOT APPLY TO (i) CLIENT’S INDEMNIFICATION OBLIGATIONS, INCLUDING ANY AMOUNTS PAYABLE IN CONNECTION THEREWITH; (ii) CLIENT’S CONFIDENTIALITY OBLIGATIONS; AND (iii) CLIENT’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL CAPITOL B’S CUMULATIVE, AGGREGATE LIABILITY TO CLIENT OR ANY THIRD PARTY EXCEED THE NET AMOUNTS RECEIVED BY CAPITOL B HEREUNDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRIOR TO THE INCIDENT GIVING RISE TO SUCH LIABILITY. IN LIEU OF REFUND, CAPITOL B WILL BE PERMITTED, IN ITS SOLE DISCRETION, TO CAUSE THE PLACEMENT OF “MAKE-GOOD” ADVERTISING, PROVIDED THAT, SUCH “MAKE-GOOD” ADVERTISING IS PROVIDED WITHIN A REASONABLE PERIOD OF TIME AFTER THE LIABILITY HAS ACCRUED.

16. Prohibition on Certain Exclusions. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to Client. To the extent

Capitol B may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Capitol B's liability will be the minimum permitted under such law.

17. Timing of Claims. Client agrees that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within one year after such claim or cause of action arose or be forever barred.

18. Acknowledgement. Each party acknowledges that the other party has entered into this Agreement in reliance upon the limitations of liability set forth herein and that the same is an essential basis of the bargain between the parties.

19. Third Party Beneficiaries. Client acknowledges and agrees that the Publisher is an intended third-party beneficiary of Sections 6, 10, 11, 12 and 15.

20. Updates to Client Terms and Conditions. From time to time, Capitol B may update the Client Terms and Conditions. The modified Terms are effective immediately when posted here <https://capitolbcreative.com/client-terms-conditions/>. Your continued use of the Services after an update constitutes your acceptance of such changes or modifications.

21. Miscellaneous.

- a. **Governing Law/Venue.** This Agreement will be governed and construed in accordance with the laws of the State of North Carolina without giving effect to conflict of law rules or principles. If a dispute arises with respect to the terms of this Agreement, Client agrees that the exclusive and sole venue for the resolution will be a court of competent jurisdiction in North Carolina and further agrees to submit to the jurisdiction of the same.
- b. **Entire Agreement/Amendment.** This Agreement (which includes any related SOW) sets forth the entire agreement of the parties and supersedes all prior oral or written agreements or understandings between the parties as to the subject matter hereof.
- c. **Notices.** Any written notices to Capitol B required under this Agreement will be provided by registered mail with proof of delivery or by overnight courier, signature required, to Capitol B Creative Studios, 2619 Western Blvd. Raleigh, NC 27606, Attn: General Counsel with a copy sent by email to notices@wral.com. Notices will be deemed delivered upon actual receipt of hard copy as evidenced by signature proof of delivery.
- d. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. All provisions of this Agreement that by their sense or nature should survive termination of the Order (including, without limitation, all limits of liability, indemnity obligations, and confidentiality obligations) will survive.
- e. **Assignment.** Client may not assign this Agreement without the prior written consent of Capitol B. Capitol B may assign this Agreement in whole or in part to any affiliate or to a party that acquires all or substantially all of the assets or business to which this Agreement relates. The parties' rights and obligations will bind and inure to the benefit of their respective successors, heirs, executors, joint administrators and permitted assigns.

- f. **Independent Contractors.** The parties to this Agreement are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement.
- g. **Force Majeure.** Neither party will have any liability for any failure or delay (other than with respect to payment obligations) resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown or any other condition affecting production or delivery in any manner beyond the reasonable control of such party.