

**1. Services and Deliverables.** Digichief will provide Subscriber with services (the “Services”) and provide content (the “Content”) (herein referred to collectively as the “Work Product”) as specified in the Subscriber Agreement. Subscriber agrees to provide Digichief with any information requested by Digichief for the purpose of performing under this Agreement.

**2. Timeline and Compensation for Additional Work.** Digichief will make commercially reasonable efforts (but does not guarantee) to adhere generally to any project timelines described in the Subscriber Agreement. Unless otherwise agreed, Subscriber agrees to pay for requested Work Product outside the scope of the Subscriber Agreement at Digichief’s standard hourly rate of \$175.00 per hour. Such compensation is in addition to any and all other amounts payable under the original Subscriber Agreement, despite any stated maximum budget or contract price.

**3. Compensation.** (a) Amount. In consideration for the Work Product, Subscriber agrees to pay Digichief in accordance with the Payment Terms set forth in the Subscriber Agreement. Content and services provided to any Subscriber for less than a full calendar month shall be reported and paid on a pro-rata basis. Subscriber shall provide both an accurate Content usage report and payment in an amount based on the usage report and the Payment Terms of this Agreement, on or before the last day of the immediately following calendar month. For example, reporting and payment of monthly license fees for the month of January would be due and payable by February 28th. If Subscriber has distributed no Content during the calendar month, so that no monthly license fees are payable, no report is required. All payments shall be delivered to DIGICHIEF, at the address first stated above, Attn: Bryan Mullins. (b) Late Payment. If Subscriber fails to deliver any required payment to Digichief within thirty (30) days of the invoice or due date, Digichief reserves the right to charge a monthly service charge, up to and including the highest amount of interest allowed by state law. Payments will be credited first to any overdue charges and then to the oldest invoice owed by Subscriber to Digichief. In the event that Subscriber fails to pay any amount due, Subscriber will be responsible for all fees necessitated by the lateness of default in payment, including, but not limited to, any and all collection and legal fees. Digichief reserves the right to discontinue the provision of, or withhold delivery of any rights to, the Work Product if Subscriber has any overdue invoices or overdue charges owed to Digichief. Any licenses or assignments of any intellectual property rights or Work Product under this Agreement are conditioned upon receipt of payment in full, inclusive of any and all outstanding additional costs, expenses, fees, charges, or the costs of changes, and Digichief has no obligation to provide any Content or Services if payment in full is not received by Digichief.

**4. Expenses.** Subscriber will reimburse Digichief for (i) all incidental and out-of-pocket expenses incurred in performing under this Agreement, and (ii) any pre-approved travel expenses, including lodging and meal expenses (collectively, the “Expenses”). Subscriber will reimburse Digichief for Expenses within thirty (30) days of Digichief’s requesting reimbursement.

**5. Promotions.** Digichief may publish non-Confidential Information regarding its Work Product for Subscriber in websites, periodicals, and other media to promote its services to third parties.

**6. Independent Contractor.** Digichief is an independent contractor of Subscriber. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

**7. Representations and Warranties.** Subscriber represents and warrants to Digichief that it is fully authorized and empowered to enter into the Agreement and that by entering into the Agreement and performing its obligations under the Agreement, it will not violate any agreement with any other person, firm or organization, or any law or governmental regulation. Subscriber represents and warrants to Digichief that Subscriber owns all right, title, and interest in, or otherwise has full right and authority to permit the use of, any content, information, or materials Subscriber provides to

Digichief under this Agreement and that such content, information, and materials does not infringe the rights of any third party. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, DIGICHIEF MAKES NO WARRANTIES WHATSOEVER. THE WORK PRODUCT OF DIGICHIEF IS SOLD “AS IS.” DIGICHIEF EXPLICITLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH LAWS OR GOVERNMENT RULES OR REGULATIONS APPLICABLE TO THE PROJECT. DIGICHIEF EXPRESSLY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTIES OF ANY KIND RELATED TO TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, OR INTEGRATION.

**8. Limitations of Liabilities.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL DIGICHIEF, ITS OWNERS, OR ITS EMPLOYEES, BE LIABLE FOR ANY DAMAGES, WHATSOEVER, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR OTHER PECUNIARY LOSS, ARISING OUT OF THIS AGREEMENT, EVEN IF DIGICHIEF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DIGICHIEF’S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES OF EVERY KIND AND TYPE, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE AMOUNTS PAID BY SUBSCRIBER TO DIGICHIEF UNDER THIS AGREEMENT.

**9. License.** (a) License of Content. Contingent upon payment in full by Subscriber of all amounts due under this Agreement, Digichief grants to Subscriber a limited, non-exclusive, non-transferable license to display and/or publish the Content. Digichief and its providers retain all rights in the Content and all interim work product not expressly licensed or assigned herein. Subscriber acknowledges that, as between DIGICHIEF on the one hand and Subscriber on the other, the look and feel, and the structure, sequence and organization of the Service and Content is proprietary to DIGICHIEF, and that, except as provided for herein, Subscriber acquires no right, title or interest therein. Neither Subscriber nor any affiliated entity shall sell, distribute, transmit, brand, publish, copy, sublicense, reproduce or otherwise transfer any of the Content other than distribution or display as a part of or in combination with the Customer Platform, without the prior written permission of DIGICHIEF. Any other use by Subscriber of Content in any manner other than as permitted herein shall entitle DIGICHIEF, in its sole discretion, in addition to all other remedies it has under the Agreement and at law or in equity, to terminate the Agreement in accordance with the provisions of this Agreement. Receipt of the Content by Subscriber, any affiliated entities or persons, and their respective customers is conditioned upon strict compliance with the provisions of the Agreement and all local, state and federal regulations that pertain to the use of the Content.

(b) Subscriber Content. Any content provided or used by Subscriber in the performance of this Agreement will remain the sole property of Subscriber. Subscriber grants to Digichief a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the Subscriber Content in connection with Digichief’s performance under this Agreement.

(c) Third Party Materials. All materials owned by third parties and used in producing the Work Product (“Third Party Materials”) are the exclusive property of their respective owners.

**10. Non-Solicitation.** During the term of this Agreement and for one (1) year after any termination or expiration of this Agreement, Subscriber will not, without the prior written consent of Digichief, either directly or indirectly, solicit or attempt to solicit, recruit, engage, or hire away any employee or independent contractor of Digichief on any kind of basis.

**11. Confidential Information.** Other than any specific information either designated in the Subscriber Agreement as “CONFIDENTIAL INFORMATION” or conspicuously marked as “CONFIDENTIAL” at the time of disclosure, each

party agrees that it will not disclose any trade secrets or other confidential information to the other and that neither party will have any obligation regarding confidentiality or use of information provided by the other. With respect to any trade secrets or confidential information expressly set forth in the Subscriber Agreement, the receiving party hereby agrees solely not to disclose such information to third parties except as necessary or appropriate for performance under this Agreement.

**12. Term, Termination, and Default.** The Term of this Agreement shall be for twelve (12) months commencing on the Effective Date and as extended by the parties of this Agreement. The Agreement shall then automatically renew for successive one (1) year terms, unless one or both parties provide notice of non-renewal as follows. If Subscriber does not wish to renew the Agreement for an additional one (1) year term, it shall notify DIGICHIEF in writing no less than ninety (90) days prior to the anniversary of the Effective Date. After the expiration of the initial twelve (12) month period of the Term, DIGICHIEF may, in its sole discretion, modify the Rate on an annual basis after having provided at least ninety (90) days' advance written notice to Subscriber. This Agreement may be terminated by either party at any time as the result of an Event of Default by the non-terminating party. Upon termination by either party, Subscriber will pay Digichief for outstanding invoices and for all un invoiced Services performed by Digichief at Digichief's standard hourly rate and will reimburse Digichief for all un invoiced Expenses incurred through the date of termination. The following events will be Events of Default, individually or together: (i) any representation or warranty of Subscriber in this Agreement proves to be incorrect; (ii) Subscriber becomes insolvent, files a petition in bankruptcy, or makes an assignment for the benefit of its creditors; or (iii) Subscriber fails to observe or perform any of its obligations hereunder for ten (10) days after receipt by Subscriber of notice of such failure from Digichief; (v) Subscriber fails to reasonably cooperate and/or communicate with Digichief regarding the Work Product or Digichief's other obligations under this Agreement; and (v) either Party breaches any material term of this Agreement.

**14. Indemnification.** Subscriber agrees to indemnify, save and hold harmless Digichief from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Subscriber's responsibilities or obligations, representations or warranties under this Agreement.

**15. Service Outage.** In the event of a service problem of any kind, Subscriber will immediately notify DIGICHIEF of the problems and symptoms. DIGICHIEF will use commercially reasonable efforts to resolve any problems with the equipment provided and/or the transmission system as soon as practicable after notice thereof to the extent such problem or outage is caused by DIGICHIEF or others acting under DIGICHIEF's control. Subscriber hereby acknowledges that in no event shall the disruption of the Service or any Content be the basis for a claim by Subscriber of any indirect, special, consequential or punitive damages (including, but not limited to damages for lost profits or lost revenues).

**16. General Provisions.** (a) Full Agreement and Integration. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, representations and understandings of the parties, written or oral.

(b) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original. Execution and exchange of the Agreement or its signatures page(s) may be done by email or other electronic means.

(c) Amendment. This Agreement may be amended only by written agreement of the parties.

(d) Notices. All notices, requests, claims, and other communications hereunder will be in writing. Such notices will be given (i) by delivery in person, (ii) by first class, registered or certified mail, postage prepaid, or (iii) electronic transmission if actually received. Notices so given will be effective upon receipt or within three (3) days of mailing, whichever occurs first.

Notices may be sent to the addresses in the Subscriber Agreement.

(e) No Assignment. Except in the case of merger or other assignment by operation of law, or the transfer or assignment of Subscriber's Federal Communications Commission license to broadcast over the facilities of Subscriber's television stations, this Agreement will not be assigned by either party without the prior written consent of the other party. Any assignment by a party in violation of this provision is voidable by the non-assigning original party of this Agreement. Any allowed assignment of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

(f) No Waiver of Rights. A failure or delay in exercising any right, power, or privilege under this Agreement will not operate as a waiver, and a single or partial exercise of any right, power, or privilege will not preclude any subsequent or further exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

(g) Further Assurances. The parties will execute further documents and take any and all further actions as may be necessary to implement and carry out the intent of this Agreement.

(h) No Third Party Beneficiaries. This Agreement will not confer any rights or remedies upon any person other than the parties hereto.

(i) Jurisdiction. Each party agrees to personal jurisdiction in any action brought in any court, federal or state, within Fayette County, Kentucky, having subject matter jurisdiction over the matters arising under this Agreement. Any suit, action, or proceeding arising out of or relating to this Agreement will only be instituted in Fayette County, Kentucky. Each party waives any objection to venue and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding.

(j) Governing Law. This Agreement and the relations of the Parties will be governed, construed, and enforced in accordance with the applicable laws of the United States and the Commonwealth of Kentucky, without regard to any conflict of laws rules.

(k) Waiver of Right to Jury Trial. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES.

(l) Headings. The numbering and captions of the various sections are solely for convenience and reference only and will not affect the scope, meaning, intent, or interpretation of the provisions of this Agreement, nor will such headings otherwise be given any legal effect.

(m) Neutral Construction and Joint Drafting. This Agreement will be deemed to have been drafted by both parties and, in the event of a dispute, will not be construed against either party.

(n) Severability. To the extent that any provision of this Agreement is adjudicated to be invalid or unenforceable, that provision will not be void but rather will be limited only to the extent required by applicable law and enforced as so limited. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement.

(o) No Exclusivity. Nothing in this Agreement should be construed to establish any exclusive relationship between the parties.

(p) Force Majeure. Digichief will not be deemed in breach of this Agreement if Digichief is unable to complete the Services or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, death, illness or incapacity of an employee, agent, or officer of Digichief or any local, state, federal, national or international law, order, or regulation, or any other event beyond Digichief's control.

(q) Attorneys' Fees. In the event Digichief is the prevailing party in any litigation or arbitration to collect amounts owed under this Agreement, or otherwise arising from or related to this Agreement or the relationship of the parties, Digichief shall be entitled to recover from Subscriber all its reasonable costs and attorneys' fees associated therewith.