

MASTER CONTENT LICENSE AGREEMENT

T&T Creative Media LLC

Version: 1, Last Updated: July 19, 2021

1. General.

1.1 Agreement. This Content License Agreement (“Master Terms”) is by and between T & T Creative Media LLC (“T&T” or “we” or “us”) and the Licensee entity (“Client”, “you” or “Licensee”) either stated on the Term Sheet, downloading Content from the Licensing Platform or ordering Content through any electronic means. The Term Sheet and Master Content License Agreement, and any addenda, schedules, exhibits and other terms incorporated therein, are the “Agreement” in lieu of a Subscription License and/or standalone Video License. The Agreement shall set forth how You can use audio-visual work(s) (individually and collectively “Licensed Content”) that You license from T&T. This Agreement applies to all Content downloaded via the T&T licensing platform at <https://licensing.tt-creative.com/> (the “Licensing Platform”), and to licenses issued via any electronic communications, including but not limited to, email. By ordering or purchasing a license, Licensee confirms that it has the capacity to form a contract under its applicable laws, rules and regulations to form a binding contract with T&T.

1.2 Revisions. T&T may revise and update the terms of this Agreement from time to time at its sole discretion and without notice to You. All changes are effective immediately when posted however previously downloaded Content remains governed by the Agreement Version at time of download. Your order or purchase of a license following the posting of revised terms of this Agreement means you accept and agree to the changes.

1.3 Precedence. If there is any conflict among any elements of the Agreement, the descending order of precedence will be (unless expressly stated otherwise for any particular terms): Subscription and/or standalone License Agreement, Individual Term Sheet, any addenda, schedules and exhibits, and these Master Terms; *provided that* Restrictions take precedence over any conflicting term of the Agreement.

2. Use of the Services and Platform. T&T will provide the Services to you using reasonable skill and care. T&T will make the Services available to you through the Platform, or electronic communication methods, and you will use the Services, Platform and Licensed Content in accordance with (a) the Agreement; and (b) applicable laws and regulations.

3. Use of Licensed Content.

3.1 Your Rights to Use Licensed Content. T&T hereby grants to you a non-exclusive, non-transferable, non-sublicensable right, subject to the terms of the Agreement, to use the Licensed Content downloaded from the Licensing Platform, identified in the Term Sheet, or in the invoice, solely by incorporating it into the Client Properties and/or Client Productions agreed, and to make and store internal copies of the Licensed Content solely as necessary to enable such use, subject to the following platform specific terms and restrictions (see Restricted Uses below).

3.1(a) For Broadcast Usages (including OTT). T&T hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable right to use the Content downloaded, identified in the Term Sheet, or in the invoice. Subject to any other respective conditions or terms set forth in any Term Sheet or separate agreement, Licensee shall have the right to edit, adapt and modify the Licensed Content as necessary for you to produce the finished material for your Client Properties, which may include editing or using textual Content as source material, slightly cropping, or resizing, and editing the Licensed Content for length or to combine it with other Content. Licensee agrees to use the Content for editorial purposes only unless express written permission is granted by T&T for commercial or promotional use.

3.1(b) For Digital Usages. T&T hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable right to use the Content downloaded, identified in the Term Sheet, or in the invoice. Subject to any other respective conditions or terms set forth in any Term Sheet or separate agreement, Licensee shall have the right to edit, adapt and modify the Licensed Content as necessary for you to produce the finished material for your Client Properties, which may include editing or using textual Content as source material, slightly cropping, or resizing, and editing the Licensed Content for length. Content may not be used as part of a

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compilation unless additional rights are specified on a T&T Term Sheet or separate agreement. Licensee agrees to use the Content for editorial purposes only unless express written permission is granted by T&T for commercial or promotional use (see 3.3(g) for more information).

3.1(c) *For Social Media Usages.* T&T hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable right to use the Content downloaded, identified in the Term Sheet, or in the invoice. Subject to any other respective conditions or terms set forth in any Term Sheet or separate agreement, Licensee shall have the right to edit, adapt and modify the Licensed Content as necessary for you to produce the finished material for your Client Properties, which may include editing or using textual Content as source material, slightly cropping, or resizing, and editing the Licensed Content for length. Content may not be used as part of a compilation unless additional rights are specified on a T&T Term Sheet or separate agreement. You may not use more than one piece of Content in a single video or post. Licensee agrees to use the Content for editorial purposes only unless express written permission is granted by T&T for commercial or promotional use (see 3.3(g) for more information).

3.2 *Incorporating into Client Properties and/or Client Productions.*

3.2(a) Except as otherwise set forth on the Term Sheet, or separate agreement, you may incorporate Licensed Content into your Client Properties and/or Client Productions, and publish such incorporated Licensed Content only once into a single web article, online video player, social video post, TV linear broadcast, episode or documentary following the date on which the item of Licensed Content is downloaded or otherwise received by you through a Service. Subject to Section 3.7 below, you may continue to store, display and perform the original use of the Licensed Content in perpetuity once it has been incorporated and published to the Client Properties and/or Client Productions, solely within the context of such original incorporation; *provided that* rebroadcasting on Television after the initial usage requires a separate, extended license from T&T, and provided that republishing on the web or social media in a compilation or new native social media post requires a separate, extended license from T&T. You must not strip out (in whole or in part) any Licensed Content that is incorporated into a Client Property and/or Client Production for the purposes of re-supplying or re-using (or allowing any other person or entity to re-supply or re-use) the Licensed Content after the initial usage, without express prior written consent from T&T.

3.2(b) Subject to any Restrictions, you may adapt and modify the Licensed Content as necessary for you to produce the finished material for your Client Properties and/or Client Productions, which may include editing or using textual Content as source material, slightly cropping or resizing, and editing video footage for length or to combine it with other Content; *provided that* you do not alter or distort the editorial meaning of the Licensed Content. You will identify yourself as the source of any voiceover or translation.

3.3 *Restrictions.*

3.3(a) You must comply with any Restrictions. Restrictions accompanying any particular item(s) of Licensed Content, such as mandatory credits, are binding in the same way as any other provision in the Agreement. Any rights restrictions will be clearly marked in the metadata accompanying the Content on the Licensing Platform.

3.3(b) *No Unlawful Use.* Licensed Content shall not be used in a defamatory, or other unlawful manner, or in violation of any applicable regulations, rules, and/or industry codes, whether directly or in context or juxtaposition with other material or subject matter.

3.3(c) *No Alteration of Editorial Content.* Content may be cropped or edited for technical quality, provided that the editorial integrity of the Content is not compromised.

3.3(d) *No Sensitive Use Without Consent.* If You use Content that features people ("talent") or property in connection with a subject that would be unflattering, political, or unduly controversial to a reasonable person (for example, diseases), You must get prior written consent of T&T and the talent, and provide an in-video disclaimer indicating: (1) that the Content is being used for illustrative purposes only, and (2) any person

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depicted in the Content is a model. No disclaimer is required for Content that is used in a non-misleading editorial manner.

3.3(e) No Compilations. Unless additional rights are specified on a T&T Term Sheet, or granted pursuant to a separate license agreement, You may not use Content for inclusion in Licensee compilations or similar productions. You may not use more than one piece of Content in a single video or post.

3.3(f) No Crossposting. Unless additional rights are specified on a T&T Term Sheet, or granted pursuant to a separate license agreement, You may not crosspost, re-use, or share Content that has already been posted, across multiple owned-and-operated social media Pages.

3.3(g) No Commercial Use. Licensed Content may not be used for any commercial, promotional, advertorial, sponsorship, endorsement, contest, advertising, or merchandise purposes unless additional rights are granted by T&T on a Term Sheet, Invoice, or granted pursuant to a separate agreement.

3.3(h) No Syndication. All Licenses granted by T&T are for single Client Properties or Client Productions. No sharing of the Licensed Content to affiliates, networks, or partners, unless T&T provides express written consent. Should You require rights to syndicate content to third parties, additional licenses shall be required.

3.4 Corrections and Withdrawals. T&T has complete editorial freedom in the form and content of the Licensed Content, and may alter the Licensed Content from time to time, even after you have received, downloaded or used it. Such alterations may include corrections and withdrawals. Upon notification from T&T, you will use all reasonable efforts to update the Licensed Content as it appears in your Client Properties or, in the case of withdrawals, to immediately remove it from your Client Properties. Should you be required to withdraw the Licensed Content, you shall download replacement Content at no additional cost.

4. Notice, Credit and Branding.

4.1 You agree to comply with T&T and any Third Party Provider requirements for displaying copyright notices, disclaimers and branding, as set out in the credit field and/or metadata or otherwise communicated in connection with the applicable Licensed Content, as may be updated from time to time by T&T or a Third Party Provider, as applicable.

4.2 Except as specifically authorized herein or with applicable prior written consent, you will not use the trademarks, service marks, trade names or service names (“Marks”) of T&T or any Third Party Provider or make any statement (whether oral or in writing), in any external advertising, marketing or promotional materials, regarding T&T, the Services or any Third Party Provider.

5. Intellectual Property.

5.1 As between T&T and you, all Intellectual Property Rights in the Marks, Platform, Services and Content contained therein: (a) will remain the sole property of T&T, its Affiliates, or its licensors (including Third Party Providers); and (b) are hereby reserved by T&T, its Affiliates, or its licensors, unless specifically granted to you in the Agreement. Subject to the foregoing, as between T&T and you, all Intellectual Property Rights in the Client Properties will remain your sole property.

5.2 You will promptly notify T&T of any infringement or threatened infringement of any T&T or Third Party Provider Intellectual Property Rights of which you become aware, and you will provide reasonable assistance to T&T or such Third Party Provider, at its expense, in connection with its efforts to address such infringement.

6. Payment Terms. Unless otherwise set forth on the Term Sheet, or separate license agreement:

6.1 Payment of License Fees. You will pay any License Fees within thirty (30) days of the date of the applicable invoice, without set-off, counterclaim or deduction. T&T, at its sole discretion, may apply a late fee

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of one percent (1%) per month or the highest lawful interest rate (whichever is lower) to all amounts not paid to T&T when due.

6.2 Payment of Taxes, Charges and Fees. You will also pay any applicable taxes and duties (including withholding taxes, value added tax or other taxes, but excluding income taxes imposed on T&T) in connection with your use of the Content. You will provide to T&T written evidence of any withholding tax paid by you. If you are charged or obligated to pay a fee (or deduct any portion of the License Fee), then you will pay to T&T such amounts as will ensure that the net receipt, after charges and Fees, is the same as it would have been were such payment not subject to the charges and fees.

7. Term; Termination.

7.1 Term. The term of the Agreement, including the initial term and any renewal terms (the “Term”) will be in perpetuity or as set forth pursuant to a Term Sheet or separate license agreement.

7.2 Termination for Breach. Either party may terminate the Agreement, immediately upon written notice, if the other party materially breaches the Agreement and the breach (a) remains uncured thirty (30) days after the date the breaching party receives written notice from the other party describing the breach and requiring it to be cured; or (b) is incapable of being cured. However, if the material breach relates solely to one or more Services (but not all the Services), the non-breaching party may terminate only the relevant Service(s).

7.3 Termination for Insolvency. Either party may terminate the Agreement, immediately upon written notice, if (a) the other party enters into a composition with its creditors; (b) a court order is made for the winding up of the other party; (c) an effective resolution is passed for the winding up of the other party, other than for the purposes of amalgamation or reconstruction; (d) the other party has a receiver, manager, administrative receiver or administrator appointed with respect to it; (e) the other party ceases to be able to pay its debts as they fall due; or (f) the other party takes or suffers any action similar to any of the above on account of debt.

7.4 Other Termination Rights. T&T may cancel or terminate any Service, in whole or in part, if: (i) the Service becomes the subject of a claim of infringement of any Intellectual Property Rights; (ii) the Service becomes illegal or contrary to any applicable rule, regulation, guideline or request of any regulatory authority; (iii) any agreement that is necessary to provide the Service between T&T and a third party is modified, expires or is terminated, or is breached by such third party; or (iv) T&T discontinues, upon no fewer than ninety (90) days’ prior notice to you, the availability of the Service.

7.5 Effects of Termination. Upon the expiration or termination of the Agreement or any Service, you will immediately cease accessing and using the Platform and the relevant Service(s), and T&T may immediately deactivate or delete your Access Credentials (as defined in Section 10 below) and all associated materials, without any obligation to provide any further access to the foregoing. Subject to Section 3.5 above, within thirty (30) days of termination of any Service, you will immediately delete any Licensed Content that you received from the terminated Service. If you terminate or cancel any Service other than as permitted by the Agreement, or if T&T terminates the Agreement as a result of your breach, you will pay all Charges that would have been payable through the date that the applicable Service(s) could have been cancelled by you in accordance with the Agreement.

7.6 Survival. Sections 1, 3.3, 3.4, 4–6 (with respect to any License Fees that accrue during the Term), 7.5, 7.6 and 8-12 will survive any expiration or termination of the Agreement.

8. Representations and Warranties.

8.1 Warranty. T&T represents and warrants that it has the legal right to grant the License, and that it owns or controls all rights in and to the Content. T&T also represents and warrants that the Content (excluding any modifications, overlays or editing done by Licensee, including adding an audio track) does not contain any

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material that (a) violates any trademark rights, copyright or any other intellectual property rights or privacy or publicity rights, of any person or entity; (b) is obscene, defamatory, or otherwise unlawful.

8.2 Warranty Disclaimer. Unless specifically warranted above, T&T does not grant any right or make any warranty with regard to the use of names, trademarks, trade dress, logos, registered, unregistered or copyright audio, music, background music, designs, works of art or architecture depicted or contain in the Content. In such cases, Licensee is solely responsible for determining whether release(s) or permission(s) is/are required in connection with your proposed use of the Content, and Licensee is solely responsible for obtaining such release(s) or permission(s). Licensee acknowledges that no talent releases or permissions are generally obtained for Content identified as “editorial” and that some jurisdictions provide legal protection against a person’s image, likeness or property being used for commercial purposes when they have not provided a release. Licensee is also solely responsible for the payment of any amounts that may be due under, and compliance with any other terms of, any applicable collective bargaining agreements as a result of your use of the Licensed Content.

8.3 Metadata. While T&T has made reasonable efforts to ensure the accuracy of all metadata accompanying the Content on its platforms, including headlines, captions, keywords, categories, descriptions and titles, T&T does not warrant the accuracy of such information, or of any metadata provided with the Content.

9. Indemnification.

9.1 By T&T. T&T will defend, indemnify, and hold you harmless against all liabilities, damages, judgments, awards, losses, costs, expenses, and fees (including reasonable attorneys’ fees) (“Losses”) arising out of any third-party claim alleging that your use of the Licensing Platform or Licensed Content in accordance with the Agreement infringes or violates any third-party Intellectual Property Rights. This Section 9.1 will not apply to any claim that arises from: (a) any use of the Licensing Platform or Licensed Content not permitted under the Agreement; (b) any adaptation, derivative or other modification of the Licensed Content made by you; or (c) continued use of Licensed Content after T&T has notified you to cease such use or to correct, modify, update or remove it.

9.2 By You. You agree to defend, indemnify and hold T&T and its parent, subsidiaries, affiliates, and Content creators, and each of their respective officers, directors and employees harmless against all Losses arising out of any third-party claim in connection with any breach or alleged breach of the Agreement by you, or any adaptation, derivative or other modification of Licensed Content made by you or on your behalf.

9.3 Procedures. The indemnification obligations under this Section 9 are conditioned on the indemnified party: (a) providing the indemnifying party with prompt notice of the details of the claim (except that any delay in providing such notice will not relieve the indemnifying party of its obligations to the extent the indemnifying party is not materially prejudiced by such delay) and, if the indemnifying party requests it, control of the claim; (b) cooperating, at the indemnifying party’s expense, in the defense of the claim; and (c) not making any admission or taking steps to settle the claim without the indemnifying party’s prior written approval. The indemnified party may participate, at its expense, in the defense of the claim through legal counsel of its choice.

10. LIMITATION ON LIABILITY. EXCEPT WITH RESPECT TO A PARTY’S FRAUD, WILLFUL MISCONDUCT, OR CONDUCT DEMONSTRATING A RECKLESS DISREGARD FOR THE RIGHTS OF OTHERS, A PARTY’S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 ABOVE, AND YOUR PAYMENT OBLIGATIONS UNDER SECTION 6 ABOVE: EACH PARTY’S ENTIRE LIABILITY IN A CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT THAT YOU PAID FOR THE CONTENT THAT IS THE SUBJECT OF THE CLAIM, AND NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF DATA OR LOSS OF PROFITS (EXCEPT WITH RESPECT TO

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CHARGES), EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED. NOTWITHSTANDING THE FOREGOING, NOTHING IN THE AGREEMENT LIMITS ANY LIABILITY TO THE EXTENT IT CANNOT BE LIMITED BY APPLICABLE LAW. ALL LIMITATIONS OF LIABILITY OF ANY KIND WITH RESPECT TO T&T IN THE AGREEMENT ARE MADE FOR THE BENEFIT OF BOTH T&T AND THE OTHER T&T PARTIES.

11. General Provisions

11.1 *Entire Agreement.* This Agreement constitutes the entire agreement of the Parties relating to the subject matter and supersedes any preceding oral or written agreement between the Parties subject to Precedence outlined in Section 1.3. No amendment or modification shall be binding unless it is reduced to writing and signed by both of the Parties. Nothing in this Clause shall operate to exclude any liability or fraud.

11.2 *Assignment.* This Agreement is not assignable by Licensee without T&T's prior written consent. T&T may assign this Agreement. This Agreement shall be binding upon the permitted successors and assigns of Licensee.

11.3 *No Waiver.* The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect the right of either Party thereafter to enforce the same provision, nor shall the waiver of either Party of any breach of any provision herein be held or taken to be a waiver of any succeeding breach or as a waiver of the provision itself.

11.4 *Severability.* If any provision in this Agreement is declared to be invalid or unenforceable in any respect, the Parties agree that such invalidity or unenforceability shall not affect the validity of the remaining provisions of this Agreement, and further agree to substitute for the invalid provision a valid provision which approximates the intent and economic effect of the invalid provision as closely as possible.

11.5 *Reservation of Rights.* All rights which are not expressly granted by T&T to Licensee pursuant to this Agreement, Term Sheet or separate license agreement, including all promotional materials or any other property owned or controlled by T&T, are specifically reserved by T&T. Except as expressly set forth in this Agreement, Term Sheet or separate license agreement nothing contained herein shall be deemed to convey or transfer to Licensee any ownership interest, including copyright, in or to the licensed Content. No use of information and proprietary material contained within a data file or other system, including any metadata, sound recordings, sound effects and musical compositions, may be made except in compliance with this Agreement.

11.6 *Governing Law & Jurisdiction.* This Agreement shall be governed by and construed in accordance with the laws of New York State and/or the United States of America as the same may apply. Any dispute with respect to the construction, performance or termination of this Agreement shall be submitted to the state or federal courts located in the New York, Counties of either New York or Kings, in the United States of America, which shall have exclusive jurisdiction.

12. Agreed Terms.

“Content”: means text, photographs, graphics, video, audio, metadata and other content, in whatever form or media.

“Licensing Platform”: means the T&T website hosting its Content located at <https://licensing.tt-creative.com/>.

“Licensed Content”: means any Content made available to you by T&T through any Licensing Platform, or which you are otherwise authorized to download through the Licensing Platform, or sent to you via a file transfer link, or via electronic communication, including email.

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“Client Properties”: means any of your publications, programs, services, internet sites, applications and mobile properties, collectively, that are expressly specified on the Term Sheet, and that are made available through the media specified on the Term Sheet to end users for their personal, non-commercial use. Client Properties include any Social Media Pages, subject to Section 3.2 above.

“Client Production”: means any broadcast episode and/or series being produced on behalf of a third party, such as a TV network, who has subcontracted Licensee to produce the work.

“Editorial Use”: means use relating to events, information, commentary and analyses that are newsworthy, a matter of public concern or of general interest to the public; *provided that* “Editorial Use” does not include any commercial, promotional, advertorial, endorsement, advertising or merchandising use, or any other use that would violate any person’s right of publicity or privacy under applicable law, absent such person’s consent.

“Intellectual Property Rights”: means database rights, design rights, moral rights, the rights in and to patents, trademarks, service marks, trade names and service names, copyrights, know-how and trade secrets, and all rights or forms of protection of a similar nature or having similar effect, now existing or hereafter arising.

“Restriction” means a specific restriction on any Licensed Content that limits your use of the Licensed Content, and which is communicated to you in the Agreement, through the Licensing Platform, or otherwise in writing.

“Social Media Page” means any account, profile, page, feed or other presence operated by you under the Marks of any of your Client Properties on a Social Media Platform.

“Social Media Platform” means a third-party website or application that facilitates social interaction and content-sharing among its community of users, and that does not feature a material quantity of Content that it has developed independently or licensed from third parties that are not its users.

“Television” means standard television (including digital high-definition television) programming delivered through terrestrial, cable or satellite broadcast, but excludes any public digital signage.

“Third Party Content” means any Licensed Content from a Third Party Provider.

“Third Party Provider” means any third party (other than a T&T Affiliate) whose Content is made available to you under the Agreement

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND T&T CREATIVE MEDIA LLC. BY PURCHASING A LICENSE, OR ORDERING CONTENT, YOU AGREE TO THESE TERMS, YOU HAVE THE CAPACITY TO FORM A CONTRACT UNDER YOUR LOCAL LAWS, AND THAT A VALID CONTRACT IS FORMED.