

Term Sheet – Kansas City Covid-19 News Sharing

Effective Date:

As of April 1, 2021

Term:

The initial term will be three (3) months and will automatically renew for consecutive three (3) month periods, but either party may terminate for any reason upon 30 days written notice. If this Term Sheet is validly terminated, all further obligations of the Parties under this Term Sheet shall terminate, except that no termination shall relieve any Party for liability under this Term Sheet that arises prior to the date of termination. Either Party may immediately terminate this Term Sheet if the other Party or any of its employees, representatives, employees or agents commits an act or becomes involved in a situation or occurrence which, in the terminating Party's reasonable and good faith opinion, tends to provoke shock or offend the community or any sizeable group or class thereof, or publicly disparages the terminating Party or its programs or employees.

Parties:

Meredith Corporation d/b/a KCTV/KSMO ("Meredith")
[Telemundo Entity and Station] ("Telemundo").

Each Meredith and Telemundo may be referred to as a "Party" and collectively as the "Parties."

Territory:

Kansas City Designated Market Area as defined by Nielsen.

Undertakings:

Content Sharing - Meredith shall periodically provide Telemundo with certain Content. "Content" shall mean certain one minute COVID-19 news content created by Meredith in the Spanish language. Content will be aired by the receiving Party solely in the Territory and solely in the language of said Party. Content shall be provided at no cost to the receiving party, with no residuals or other payments due to a Party or to any third party. The Content shall not include any licensed material from third parties (e.g., AP, CNN, CBS NewsPath, LNS). For clarity, the Parties understand their first responsibility is to meet deadlines for their respective newscasts. Sharing of Content will take place in a commercially reasonable timely fashion after the primary news deadlines for such providing Party have been met. The receiving Party has no obligation to use any Content provided. When a receiving Party utilizes Content, it must include the logo and verbal mention of the Party providing the Content.

Limited Exclusivity: During the Term, Telemundo will not enter into a similar news sharing arrangement with another English-broadcaster in the Territory and Meredith will not enter into a similar news sharing arrangement with another Spanish-language broadcaster in the Territory.

Except as expressly set forth in this Term Sheet, each Party shall be responsible for its own costs and expenses, including fees for professional Undertakings, if any, incurred in connection with this Term Sheet and the performance of its obligations hereunder.

Employees:

The Parties acknowledge and agree that all employees that a Party assigns to the Undertakings will remain at all times solely employees of such Party, subject



solely to such Party's terms and conditions, policies and practices. The other Party will not have the authority or right to hire, terminate, discipline, or otherwise affect the employment terms and conditions of another Party's employees. At all times the employing Party will be solely responsible for the terms and conditions of employment of the employees it provides to the Undertakings, including being solely responsible for paying all salaries, benefits and expenses of, and all Social Security taxes, unemployment taxes, and any similar taxes relating to the employees it provides to the Undertakings. The Parties each acknowledge and agree that: (i) no Party is a joint employer with the other Party; (ii) no Party has any control or supervisory authority over the employees of the other Party; (iii) each Party will be solely responsible for conducting and managing its own labor relations, either on an individual level with its employees or with any labor organization either representing or seeking to represent such Party's employees; (iv) no Party has any authority to bind the other Party to any labor contract or provision thereof with a third party and no Party will make any representations to the contrary. Each Party shall ensure that its employee(s) comply with all applicable law, including, but not limited to the Communications Act of 1934 (as amended) and all rules and policies of the Federal Communications Commission.

Intellectual Property: For purposes of clarity, each Party will have the non-exclusive right to use the Content on the Party's media outlets in the Territory and during the Term.

Trademark Usage: Each Party hereby grants to the other party a royalty-free, nonexclusive license during the Term to use and display without modification or alternation such Party's trademark(s), service marks, trade names and logos (collectively, "Marks") solely in connection with its exercise of its rights and performance of its obligations under this Term Sheet and subject to the owning Party's prior written consent.

Representations and Warranties:

Each Party represents and warrants to the other Party that it: (a) owns or otherwise has the right to use and license any content or materials provided to the other Party hereunder; (b) has no knowledge of any claim or potential claim by any party that might in any way affect any of the rights herein granted; (c) will execute any further documents and do all acts necessary to fully effectuate the terms and provisions of this Term Sheet; (d) guarantees that no actual sexually explicit conduct, simulated sexually explicit conduct or lascivious exhibition of genitalia, as described in 18 USC 2256 et seq. and 28 C.F.R. 75.1 et seq., has been recorded in connection with the materials; and (e) has the right and is free to enter into this Term Sheet and to fully perform hereunder.

Insurance: Each Party shall carry liability insurance of at least \$1 million per occurrence, \$5 million in the aggregate and name the other party as an Additional Insured. Each party shall also carry workers' compensation insurance as required by law.

Assignment: Neither party shall assign this Term Sheet or any portion hereof without the written consent of the other party, except that either party may assign this Term

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Sheet without consent (but with written notice) to a successor-in-interest holding such Party's FCC license that agrees to assume all the obligations hereunder.

Enforcement:

The rights and obligations of the parties under this Term Sheet shall be governed by the substantive laws of the State of Kansas, USA, without reference to conflict of law provisions. Each party hereby irrevocably consents to both venue as to any dispute and personal jurisdiction of such party in Kansas City, Kansas. The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder. In the event that any one or more of the provisions of this Term Sheet should for any reason be held to be invalid or non-enforceable, such provision shall be deemed modified to the extent necessary in order to effectuate the purposes or to implement the terms of this Term Sheet, and the remaining provisions of the Term Sheet shall remain in full force and effect as if this Term Sheet had been executed with the invalid provision(s) eliminated. The Parties agree that this Term Sheet is the complete and exclusive statement of agreement between the Parties and supersedes all proposals and prior and contemporaneous agreements, promises or understandings, whether written or oral, and all other communications between the parties relating to the subject matter of this Term Sheet. The parties acknowledge that this Term Sheet cannot be amended except in writing, signed by both Parties. All Notices shall be sent to the individuals and addresses listed below. This Term Sheet may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

Section 507.

Each Party will conform to the requirements of Section 507 of the Federal Communications Act concerning broadcast matter and disclosures required under the Act, insofar as that section applies to persons furnishing material for television broadcasting. For avoidance of doubt, each Party will disclose in writing to the other any consideration it has received or contemplates receiving in connection with Content and Undertakings.

Binding Agreement:

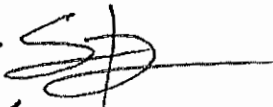
This Term Sheet, when signed by both parties, will constitute a binding agreement between the Parties. The provisions of this Agreement may only be modified by a written instrument signed by both Parties.

A handwritten signature in black ink, appearing to be 'SD' followed by a stylized flourish.

SIGNATURE PAGE TO KANSAS CITY NEWS SHARING TERM SHEET

ACKNOWLEDGED AND AGREED

[Telemundo Party]

By: *Steve Dawkins* 

Its: *General Manager*

Date: *4/6/21*

Notice Address: *107 W 9th St, Kansas City, MO 64105*

MEREDITH

By: *Charlie*  *Charlie Henrich*

Its: *GM*

Date: *4/13*

Notice Address: *4500 Shawnee Mission Pkwy
Fairway, KS 66205*