

**Last Modified: November 20, 2025**

**PARAMOUNT GLOBAL  
LINEAR ADVERTISING TERMS AND CONDITIONS**

The following terms and conditions (these “Terms”) shall govern all advertising placed with Paramount Global and its affiliates, including Viacom International Inc. (“VII”), CBS Broadcasting Inc. (“CBS”) and/or Black Entertainment Television LLC (“BET,” and together with VII and CBS, “Paramount”) by the organization contracting for advertising time covered by these Terms (“Advertiser”) or an agency on behalf of any Advertiser (“Agency”) for distribution on the programming services operated by Paramount, or on services on which Paramount has the right to sell advertising time, in all media now known or hereafter devised (the “Properties”) pursuant to one or more orders, which may include a sales order contract, letter agreement or other confirmation (e.g., email confirmation) for the purchase of such advertising inventory (“Order(s)”). To the extent that an Order provides for advertising other than for the broadcast and/or cable Properties of Paramount (e.g., Internet, local television stations), the terms and conditions applicable to such other advertising shall apply to such inventory. Advertiser and Agency shall be referred to herein together and individually (as applicable) as the “Buyer.” Paramount and Buyer shall be referred to herein, each as a “Party” and, together, as the “Parties.”

**1. Scope**

These Terms shall govern the purchase of advertising inventory, sponsorships, Program content and/or other services distributed by Paramount (“Ad Campaign(s)”) on the Properties through either a broadcast or cable signal or the retransmission or other distribution of a broadcast or cable signal (collectively known as, “Distribution”). A “Program” means any Paramount owned or licensed content, including, without limitation, television shows. “Ads” mean the advertising creative that includes the Ad Material (as defined below). Additional and/or supplemental terms may apply to your use of certain Services (“Additional Terms”), which may include terms and conditions relating to the provision of integrations or other custom campaigns (e.g., sponsorships, content development, influencer campaigns, etc.). Paramount will provide any such Additional Terms to Buyer. If there is a conflict between these Terms and any such Additional Terms, the Additional Terms will control for such particular use. Buyer acknowledges that each Paramount entity shall only be liable only for those obligations under Orders in connection with such Ad Campaign that relate to such Paramount entities’ Properties and that no other Paramount entity shall be liable hereunder for any acts or omissions of such Paramount entity.

**2. Payment and Billing**

(a) Payment by Buyer is due as set forth in the applicable Order. If payment terms are not set forth in the Order, (a) payment by Buyer for purchased

broadcast inventory is due no later than the 25<sup>th</sup> day of the month for all Ads broadcast during the preceding month or 15 days from the invoice date, whichever is later and (b) payment by Buyer for cable inventory purchased is due within 30 days of Buyer’s receipt of invoice. For linear network distribution, the gross fee includes a 15% commission for Advertiser’s Agency. If Advertiser is not represented by an Agency recognized by Paramount, no agency commission shall be permitted.

(b) Invoices shall contain date and exact time of Distribution, length of commercial announcement, cost and if commercial code identifying each commercial announcement was supplied by Buyer, such code for each Ad.

(c) Measurement of Ad delivery shall be determined by Paramount or Paramount’s vendors, the identity of which may be agreed between the Parties. To the extent that any agreed upon measurement vendor is unavailable to Paramount, Paramount reserves the right in its reasonable discretion to substitute an alternate measurement vendor on materially similar economic terms. The reporting of Ad delivery by Paramount or Paramount’s vendors, as applicable, will be final and binding. Invoices shall state that dates and times were taken from the regular log, maintained by Paramount. This statement provided by Paramount shall be the affidavit of performance and act as proof-of-performance (“Verification”). The furnishing and accuracy of such Verification shall not be a condition precedent to Buyer’s obligation to timely pay any invoice. Paramount makes no

representations or warranties with respect to such Verification except that such Verifications will reflect the computerized log of transmitted Ad Material for the Properties.

(d) Buyer shall have 30 days after Buyer's receipt of post-run logs to notify Paramount of any credit or makegood requests resulting from discrepancies which Buyer believes may exist, in which case, Buyer and Paramount will work together in good faith to facilitate a reconciliation. Paramount will have no obligation to provide credits, makegoods or other reconciliation for any reconciliation requests provided after such 30-day time period.

(e) Agency represents and warrants that it: (i) is acting as agent for a disclosed principal (*i.e.*, the Advertiser); (ii) will act as agent for making payment on all invoiced amounts hereunder; and (iii) has full right and authority to bind Advertiser to the terms hereof. Agency agrees on behalf of Advertiser that, if Agency ceases to be the advertising agency for Advertiser, then Agency shall remain liable under these Terms and Orders entered into prior to such withdrawal of the Agency; provided, however, that Advertiser and its new agency of record (if any) shall be jointly and severally liable for the rights and obligations under Orders entered following such withdrawal, and this Agreement shall be binding on Advertiser (and any replacement agency that Advertiser designates in writing and that is acceptable to Paramount as to financial responsibility). Agency acknowledges and agrees on its own behalf and on behalf of Advertiser that Advertiser and Agency are jointly and severally bound by, and liable with respect to, all provisions of this Agreement as it relates to applicable Orders, including without limitation all payment obligations and indemnification obligations.

### **3. Cancellation**

Paramount reserves the right to cancel any Distribution, or portion thereof, covered by these Terms upon default by Buyer in the payment of bills or other material breach of these Terms hereof at any time upon prior notice. Upon such cancellation, all charges for Distributions completed hereunder and not paid shall become immediately due and payable. Paramount shall have no duty to mitigate its damages and specifically disclaims any obligation to do so in the event of Buyer's default hereunder.

### **4. Failure to Distribute**

(a) If, due to public emergency or necessity, force majeure, restrictions imposed by law or governmental order, acts of God, labor disputes, mechanical or electronic breakdowns or any other similar or dissimilar cause, whether or not existing, known, foreseen or foreseeable at the time of contracting, beyond Paramount's control, there is an interruption or omission of both the audio and video signals of any Ad (in or against which such Ad will air) contracted to be distributed pursuant to an Order, Paramount shall not be in breach hereof, and in such event, Paramount may, in its discretion, suggest a substitute time period for the Distribution of the interrupted or omitted Ad or Program. If no such substitute time period is acceptable to Buyer, Paramount may offer the following: (i) with respect to a Program, a *pro rata* reduction in the time and/or Program charges hereunder in the amount of money assigned to the time and/or Program charges at time of purchase and (ii) with respect to an Ad, a reduction in the time charges equal to the amount of money assigned to the Ad at time of purchase. Buyer shall have the benefit of the same discounts which would have been earned if there had been no interruption or omission in the Distribution.

(b) Failure of either the audio or the video signal, but not both, shall entitle Buyer to a reasonable reduction in the time charges pursuant to an Order.

(c) Paramount may cease distribution or change the time of a Program upon notice to Buyer. If the Ad is not distributed, Paramount and Buyer shall negotiate in good faith to reschedule such distribution, and if Paramount and Buyer are unable to reschedule, then Paramount will reduce the fee according to the decreased Ad. Notwithstanding the foregoing, (i) if CBS Sports programming is postponed for any reason, the rescheduled distribution shall be deemed to replace the original in the Order; and (ii) if a television station affiliated with CBS broadcasting does not broadcast the Program containing Buyer's Ad at the scheduled time, Paramount will endeavor to have the affiliated station distribute such Program at a later time or cause a non-affiliate in the same market to distribute such Program and the Buyer's Ad.

### **5. Program and Ad Material**

(a) Unless otherwise noted in these Terms, (i) all Program material, excluding Ad Material, shall be furnished by Paramount; and (ii) all Ad Material shall be furnished by Buyer. All expenses connected

with the delivery of Ad Material to Paramount, and with return therefrom, if return is directed, shall be paid by Buyer. Ad Material provided to Paramount will be purged and/or returned following Paramount's standard retention period or upon the request of Buyer.

(b) Ad Material must conform to Paramount's then-current advertising standards and operating policies, including Paramount's Advertising Guidelines (collectively, the "Paramount Policies"), and Buyer shall adhere to the delivery schedule and clearance obligations in the applicable Order. Without limiting the foregoing, unless otherwise expressly agreed to by Paramount in writing, Buyer is responsible for paying all licensing fees, required royalty payments and production costs for use of Ad copy, artwork or other content (collectively, "Ad Material"), including, without limitation, music performance rights in all media necessary to distribute the Ads as anticipated by the Order (*e.g.*, all talent and music rights for television and Internet distribution).

(c) Ad Material provided by Buyer is subject to Paramount's approval, including the right to reject for unsatisfactory technical quality, where such Ad Material does not conform to the public interest, Paramount Policies, Additional Terms and/or policies or requirements of Paramount's sports league and other program partners or that in Paramount's opinion, may violate the rights of others. Paramount may, at any time, decline approval or withdraw any previously provided approval of the Ad Material (or any portion thereof). Unless otherwise indicated by Paramount, Buyer may resubmit revised Ad Material for Paramount's approval.

(d) In the event Ad Material is unsatisfactory to Paramount, Paramount shall notify Buyer in writing, and unless Buyer furnishes satisfactory material within 72 hours in advance of Distribution, in addition to other remedies which may be available to it, Paramount shall have the right in its discretion to: (i) substitute its own program and/or a house advertisement or other messaging; (ii) work with Buyer to reschedule the Ad or provide a makegood or (ii) terminate the Order, and Paramount will be relieved of further liability except with respect to obligations incurred prior to Distribution made prior to such termination. No such action on the part of Paramount under this Section shall relieve Buyer of its obligation to make payments for all charges as provided for hereunder.

(e) As between the Parties, Buyer shall own all rights to the Ad Material, and Paramount shall own all rights to all other content distributed by Paramount, including Programs. Buyer grants Paramount the right to copy and distribute the Ad as reasonably necessary to perform Paramount's obligations under the applicable Order and to retransmit such Ads as incorporated into such Programs in perpetuity in all media now known or hereafter devised. Paramount has sole control over the subject matter and distribution of Paramount content. Paramount may retain copies of the Ad Material for archive and reference purposes.

(f) Paramount may notify Buyer in writing if Buyer furnished Ad Material and scheduling instructions do not arrive 72 hours in advance of the Distribution date. If such material and instructions are not received by Paramount within 48 hours after Paramount has notified Buyer, Paramount shall bill Buyer for the time reserved. Paramount will use commercially reasonable efforts to distribute approved Ad Material received from Buyer despite late receipt.

(g) In the event public emergency or necessity, force majeure, restrictions imposed by law or governmental order, acts of God, labor disputes, mechanical or electrical breakdowns or for any other similar or dissimilar cause beyond Buyer's control, Buyer cannot provide Ad Material prior to the scheduled Distribution pursuant to an Order, Paramount may suggest a substitute day and time period for Distribution of said Ad Material. If no such substitute day and time period is available or acceptable to both parties, Paramount may work with Buyer to provide a makegood in the amount of money assigned to the time period and/or Program at time of purchase. Buyer shall have the benefit of the same discounts which would have been earned if the Ad had been distributed.

## **6. Confidential Information.**

"Confidential Information" will include: (a) all information marked as "Confidential," "Proprietary" or similar legend by Paramount when given to Buyer; (b) information and data provided by Paramount, which under the circumstances surrounding the disclosure should be reasonably deemed confidential or proprietary and (c) Paramount Data (as defined below). Buyer will protect Confidential Information in the same manner that it protects its own information of a similar nature, but in no event with less than reasonable care. Buyer shall not disclose

Confidential Information to anyone except an employee, agent or third party who has a need to know same, and who is bound by confidentiality and non-use obligations at least as protective of Confidential Information as are those in this section. Buyer will not use Paramount's Confidential Information other than as provided for in the applicable Order Form or as permitted herein.

## 7. Data

(a) For purposes hereof, "Performance Data" means data resulting from an Ad Campaign pursuant to an Order, which may include (without limitation) the target hit rate, ad unit placements, target density, reach, net new viewership resulting from the Ad Campaign and conversions, and the results of any research studies conducted by Paramount on behalf of Buyer as requested by Buyer.

(b) For purposes hereof, "Paramount Data" means: (i) information concerning the methodology and process of Ad Campaigns, including, without limitation, Paramount's algorithms and methods of creating virtual networks and identifying viewers; (ii) advertisement pricing information; (iii) pre-existing Paramount data used by Paramount pursuant to an Order; and (iv) data gathered pursuant to an Order during delivery of an advertisement that identifies or allows identification of Paramount or its brands. If provided by Paramount, the Parties agree that Buyer may use the Performance Data for its internal purposes, including, without limitation, assessing Ad Campaign performance, future buying and retargeting of users; provided, however, that any such use is in accordance with all Applicable Laws and does not identify Paramount or its brands. The Parties further agree that Paramount Data is deemed the proprietary and Confidential Information of Paramount, subject to the terms and conditions of an Order Form. Buyer agrees that to the extent Buyer has access to or is provided any Paramount Data, it will not use any such Paramount Data for any purpose, and such restriction survives the expiration of an Order Form.

(c) Buyer hereby grants Paramount a non-exclusive right and license to use any and all data provided by Buyer to Paramount in connection with an Order Form ("Buyer Data") to fulfill Paramount's obligations hereunder, including (without limitation) for targeting, reporting and conversion tracking.

(d) Buyer represents that: (i) it has all necessary rights to provide any Buyer Data, creative and materials provided to Paramount for use by Paramount as contemplated hereunder; (ii) it has obtained all necessary consents from data subjects to access, collect, store, use and share with third parties the Buyer Data; (iii) any such Buyer Data was collected in accordance with applicable privacy policies and all applicable laws, rules and regulations, including, without limitation, all State and Federal data protection laws and directives and the Children's Online Privacy Protection Act of 1998 (15 U.S.C. 6501, et seq.), as implemented by the Federal Trade Commission's Rule, 16 CFR Part 312, as amended from time to time (collectively, "Applicable Laws"); and (iv) any use of Buyer Data anticipated by Buyer will not violate Applicable Laws.

## 8. Preemption

(a) Without limiting Paramount's right to preempt Distribution pursuant to Section 4 above, Paramount shall have the right to cancel any Distribution, or portion thereof, covered by these Terms in order to distribute any Program which, in its absolute discretion, it deems to be of public significance, such as news reports or special events. In any such case, Paramount will notify Buyer in advance, if reasonably possible, but where such notice cannot reasonably be given, Paramount will notify Buyer within one business day after such scheduled Distribution has been cancelled.

(b) If Buyer and Paramount cannot agree upon a satisfactory substitute day and time for Distribution of Ads, the Distribution so pre-empted shall be deemed cancelled without affecting the rates, discounts or rights provided under these Terms except that Buyer shall not have to pay the related cancelled Paramount charges.

## 9. Rates and Charges

(a) Paramount reserves the right to increase rates, but no such increases shall be applied to Distributions under these Terms until three months after notification in writing to Buyer of such rate revisions affecting these Terms; provided, however, that such increases shall not apply to a current Order prior to the completion of Distribution under such Order.

(b) Basic rates quoted do not include special facilities (*e.g.*, studio, films, remote charges, *etc.*) or talent, announcers, directors, props, sets, artwork,

slides, station identification cards or special technical facilities.

(c) Interest charges and reasonable collection fees may be applied to past due amounts at the rate of 1.5% per month (or the maximum lawful interest rate if lower) beginning on the first day on which such amounts become past due. Buyer agrees to pay all collection agency fees and expenses and other costs of collection, including, without limitation, reasonable attorneys' fees and court costs.

(d) Paramount retains the right, at all times, to review any terms of credit extended to Buyer, to modify or withdraw such credit extended. In the event Paramount determines, in its discretion, to withdraw credit previously extended to Buyer, any purchases made by Buyer shall be payable on a cash-in-advance basis, and Paramount will have the right to cancel existing Orders.

#### **10. Representations & Warranties; Indemnification; Liability**

(a) Buyer represents and warrants and covenants that: (i) the Ads covered by these Terms comply with all applicable laws, rules, regulations (including, but not limited to, those of the Federal Communications Commission ("FCC")), Paramount Policies; contain no defamatory matter and will not violate any right of a third party, including, without limitation, privacy, publicity or intellectual property rights or any law or government rule or regulation; (ii) the content contained in Ads will be cleared for use in all media as anticipated by the Order; (iii) Buyer has the full right to grant to Paramount the rights hereunder; (iv) Buyer shall comply with all applicable laws, rules and regulations in connection with its performance of its obligations hereunder, including, without limitation, making any and all required disclosures; (v) Buyer shall provide Paramount all information related to its Ads in a manner necessary for Paramount to comply with any applicable disclosure requirements (e.g., the disclosure requirements associated with ads addressing political matters of national importance distributed by broadcast stations); and (vi) each Order represents an advertising arrangement exclusively between Paramount and Buyer and that no sale or exchange has taken place or will take place between Buyer and any third party. Without limiting the generality of the foregoing, Buyer acknowledges and agrees that it is expressly prohibited from reselling air time purchase hereunder, and

Paramount is not required to distribute Ads in air time purchase under an Order for the benefit of any other advertiser other than Buyer set forth in the applicable Order. In the event any claim is asserted against Paramount arising from or related to Buyer's violation of the foregoing, Paramount shall have the right to immediately preempt the time schedule for broadcast of the applicable Ads until such claim is resolved to Paramount's satisfaction. Any such preemption by Paramount shall not affect Buyer's obligation to indemnify the Paramount Indemnitees pursuant to the provisions of this Section 10.

(b) Buyer further represents and warrants and covenants that (i) Buyer is aware of and shall comply with the FCC's sponsorship ID requirements for foreign government-provided programming (47 CFR 73.1212(j) (the "Foreign Government Sponsorship ID Rule"); (ii) Buyer is not a foreign governmental entity and is not aware of any foreign governmental entity in the chain of distribution or production of the content of the Ads under the Foreign Government Sponsorship ID Rule; and (iii) Buyer shall promptly notify Paramount if the commercial message constitutes programming sponsored by a foreign government as described in the Foreign Government Sponsorship ID Rule, which such notification shall include all necessary information for Paramount to comply with the related disclosure requirements.

(c) Paramount represents and warrants that it does not discriminate in advertising contracts on the basis of race, ethnicity, or gender and will not accept any advertising which is intended to discriminate on the basis of race, ethnicity, or gender. Buyer represents and warrants that it is not purchasing Ads from Paramount that are intended to discriminate on the basis of race, ethnicity, or gender.

(d) Paramount agrees to hold and save Buyer harmless against all liability resulting from the Distribution of: (i) Program material except Ad Material or any other material furnished by Buyer and (ii) musical compositions licensed for Distribution by a performing rights organization of which Paramount is a licensee. Any data provided or otherwise used by Paramount in connection with the Ad is provided "as is" and "as available" without representation or warranty of any kind, whether express or implied, statutory or otherwise.

(e) Buyer agrees to hold and save Paramount, the CBS Television Network, CBS owned stations,

CBS affiliate stations, CBS Media Ventures, CBS legal affiliates and their respective parent company, employees, officers, director, agents, licensees, distributors, contractors and successors (collectively, the "Paramount Indemnitees") harmless against all claims, liability and loss, including reasonable attorneys' fees, resulting from: (i) the Distribution of an Ad or Ad Material furnished by Buyer, except musical compositions licensed by Paramount, as stated above and (ii) Buyer's violation of its representations, warranties and/or obligations under these Terms and to defend at its own expense any litigation instituted by a third party against any of the Paramount Indemnitees resulting therefrom.

(f) The indemnified Party will promptly notify the indemnifying Party, in writing, of any claim or litigation to which the indemnities set forth apply; provided, however, that the failure of the indemnified Party to do so shall not relieve the indemnifying Party of its obligations except to the extent that the indemnifying Party is actually prejudiced by such failure. The indemnifying Party shall assume the defense or settlement of any such claim; provided, however, that the indemnified Party may participate at its own cost in such defense; and provided further that: (i) such participation does not prejudice the indemnifying Party's defense; (ii) the indemnifying Party may not settle any claim without the consent of the indemnified Party where the settlement requires the indemnified Party to admit to any wrongdoing; and (iii) the indemnified Party shall provide reasonable assistance to the indemnifying Party in the defense of the claim.

(g) EXCEPT FOR: (I) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 10, (II) ANY DAMAGES RESULTING FROM A PARTY'S BREACH OF ANY CONFIDENTIALITY OBLIGATIONS AND/OR (III) CLAIMS ARISING OUT A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN ANY MANNER IN CONNECTION WITH OR ARISING OUT OF THE ORDER GOVERNED BY THESE TERMS, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

PARAMOUNT'S LIABILITY TO BUYER FOR DIRECT DAMAGES SHALL BE LIMITED TO THE FEES ACTUALLY PAID TO PARAMOUNT FOR THE AD GIVING RISE TO SUCH LIABILITY.

## **11. General**

(a) Notwithstanding anything to the contrary herein, Ads placed on Paramount broadcast properties (e.g., the CBS Television Network, Paramount-owned broadcast stations, and CBS Media Ventures) by legally qualified candidates will be subject to (i) all applicable laws, rules and regulations and (ii) the broadcast property's political disclosure statement.

(b) Paramount shall exercise normal precautions in handling of property and mail but assumes no liability for loss of or damage to Ad Material or any other property furnished by Buyer in connection with Distributions hereunder. Paramount will not accept or process mail, correspondence or telephone calls in connection with Distributions, except after prior Paramount approval.

(c) These Terms, including the rights under it, may not be assigned or transferred by Buyer without first obtaining the consent of Paramount in writing, nor may Paramount be required to distribute Ads hereunder for the benefit of any advertiser other than the one named on the face of these Terms or in the applicable Order. Failure of Paramount or Buyer to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision set forth under these Terms.

(d) Paramount's obligations hereunder are subject to the terms and conditions of licenses held by Paramount and to applicable federal, state and local laws, rules and regulations. In the event of any conflict between custom and usage in the industry or course of dealing between Buyer and Paramount and a provision of these Terms, these Terms shall govern. If any provision of these Terms is determined to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect without regard to the invalidity of the provision, and these Terms shall be construed as if the provision had not been included in these Terms.

(e) These Terms and the Order contain the entire agreement between the Parties relating to the subject matter herein, and no change or

modification of any of its terms and provisions shall be effective against Paramount unless made in writing signed by the Parties. Any provision of these Terms that by its nature would be deemed to survive the expiration or termination of these Terms, including, without limitation, representations and warranties, indemnification and limitation of liability provisions, shall so survive.

(f) These Terms and all questions arising hereunder shall be governed by, and construed in

accordance with, the laws and decisions of the State of New York without giving effect to the principles thereof relating to conflicts of law. Each Party: (i) irrevocably agrees that the federal courts located in the Southern District of New York, located in New York County, New York and such courts shall have sole and exclusive jurisdiction over any suit or other proceeding arising out of or based upon this Agreement, (ii) submits to the venue and jurisdiction of such courts and (iii) irrevocably consents to personal jurisdiction by such courts.

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