

# iHEARTMEDIA LOCAL LOCK

## TERMS AND CONDITIONS

These Terms and Conditions (these “*Terms*”) are made and entered into effective as the Effective Date by and between Customer, and iHeartMedia + Entertainment, Inc. (“*iHeartMedia*” and, together with Customer, the “*Parties*”). Either party to this Agreement may also be referred to individually as a “*Party*.”

### RECITALS

Customer desires iHeartMedia to provide, and iHeartMedia desires to provide, the Services set forth on the Order Form as further described herein.

### AGREEMENT

In consideration of the mutual promises and covenants set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definitions; Construction of Terms. Terms used herein with initial capital letters shall have the respective meanings set forth below. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined.

1.1. Claim. The term “*Claims*” shall mean any demand, or any civil, criminal, administrative, or investigative claim, action, or proceeding (including arbitration) asserted, commenced or threatened against an entity or person by an unaffiliated third party; provided that for the purposes of this definition, an employee of either Party is considered an unaffiliated third party.

1.3. Confidential Information. The term “*Confidential Information*” shall mean, with respect to a Party: (i) any trade secret or other confidential, proprietary, non-public, or other like information of such Party, its directors, officers, employees, customers, or third parties to whom it owes a duty of confidentiality (including the terms of any transaction relating to or involving such directors, officers, employees, customers, or third parties); (ii) all employment information, such as compensation (including proposed compensation), benefits, disciplinary records, performance records and other data of such Party; (iii) the terms of this Agreement; and any (iv) other information of such Party that the Receiving Party knows or reasonably ought to know to be proprietary or confidential.

1.4. Disclosing Party. The term “*Disclosing Party*” shall mean a Party that discloses Confidential Information to the other Party pursuant to this Agreement.

1.5. Intellectual Property Rights. The term “*Intellectual Property Rights*” shall mean any and all intangible rights existing from time-to-time under the Law of any jurisdiction, including patent law, copyright law, trade secret law, database rights law, unfair competition

law, trademark law, or other similar laws or principles.

1.6. Loss. The term “*Losses*” shall mean all losses, liabilities, damages, liens, fines, penalties, and related costs, expenses and other charges suffered or incurred as a result of or in connection with a Claim, including reasonable legal fees and disbursements, costs of investigation, litigation, settlement, judgment, and appeal, remediation obligations and corrective actions required by Law, and any Taxes, interest, fines, and penalties with respect to any of the foregoing.

1.7. Receiving Party. The term “*Receiving Party*” shall mean a Party that receives Confidential Information from the other Party pursuant to this Agreement.

2. Services.

2.1. Service Orders. iHeartMedia agrees to provide to Customer the services (collectively, “*Services*”) set forth in the Order Form.

2.2. Publishers and Service Providers. Certain Services may involve distribution of Customer Content (as hereinafter defined) to, and/or other interactions, with iHeartMedia’s third-party licensor and service providers (“*Service Providers*”) and other third party publishers (the “*Publishers*”) that own or operate online business directories, search web sites, social media web sites, mobile apps or other online properties (the “*Publisher Sites*”). Customer acknowledges and agrees that (i) all content submitted for any Service shall be subject to the Publishers’ character limits, quality standards and other applicable content policies, and that any such content may be rejected, in whole or in part, by a Publisher at any time in its sole discretion, or modified by iHeartMedia or the Publisher at any time to comply with such policies, (ii) iHeartMedia does not guarantee that any content will be displayed on any Publisher Site, (iii) the appearance and/or

location of any content placement may change at any time; and (iv) iHeartMedia may use Service Providers, contractors, agents and professional actors to provide any or all of the Services. IHEARTMEDIA SHALL HAVE NO LIABILITY FOR THE AVAILABILITY OF OR ANY CHANGE IN THE PUBLISHER SITES, FOR ANY DECISION BY A PUBLISHER TO REJECT OR MODIFY ANY CONTENT SUBMITTED BY CLIENT, OR FOR ANY OTHER DECISION, CHANGE OR OTHER ACTION DESCRIBED IN CLAUSES (i), (ii) OR (iii) OF THE PRECEDING SENTENCE. Certain of the Services may be subject to additional terms and conditions of iHeartMedia's third-party service providers. Use of such Services is subject to additional technical standards, content rules and other terms and conditions (collectively, the "**Product Terms**"). The Product Terms are currently located at <http://www.yext.com/terms/en-product-terms/>, and are incorporated into, and form a part of, this Agreement.

**2.3. Implementation at Customer's Request.** iHeartMedia may from time to time, at the request of the Customer, assist Customer with the implementation of certain features that are a part of the Services. This may include interaction with the Customer's website and webpages. Any such assistance provided by iHeartMedia is at the Customer's own risk. IHEARTMEDIA SHALL HAVE NO LIABILITY FOR THE AVAILABILITY OF OR ANY CHANGE IN THE CUSTOMER'S WEBSITE OR TO ANY CUSTOMER CONTENT OR OTHERWISE IN CONNECTION WITH SUCH ASSISTANCE.

### 3. Use of the Services.

**3.1. Right to Use.** iHeartMedia hereby grants Customer a limited, non-exclusive, non-transferable right to access and use the Services that Customer has subscribed to solely in connection with Customer's legitimate business needs. This right will terminate in the event the applicable subscription is not renewed or this Agreement is terminated, in which case Customer will immediately cease any further use of the Services. Customer is solely responsible for all use of the Services through any of its account(s).

**3.2. Proprietary Rights.** iHeartMedia or its service providers owns and retains all right, title and interest (including all intellectual property rights) in and to the Services, including all aspects of the technology and branding, and any software or other materials developed or created by or on behalf of the iHeartMedia in connection with the delivery of the Services hereunder. Nothing in this Agreement shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any iHeartMedia trademark displayed as part of the Services or any iHeartMedia owned or licensed webpage or website

without iHeartMedia's prior written permission in each instance. The appearance of any third party trademarks does not in any way imply any connection, license, approval or other such relationship of any kind with such third party.

**3.3. Usage Restrictions.** Customer's use of the Services is limited solely to those rights granted in Section 3.1. Customer will not (i) copy, prepare derivative works of, decompile or reverse engineer any Services, or any portion of any of the Services, (ii) use the Services to store or transmit any malware, or for any unlawful or fraudulent purpose, or (iii) sell, resell, license, sublicense, distribute, rent or lease any Services. Customer will not remove any trademark, copyright, or other proprietary rights notices which appears on the Services. In addition, Customer will not use the Services for any unlawful or fraudulent purpose including, but not limited to: (a) impersonating any person or entity, (b) harvesting or collecting any personal information in violation of applicable law or (c) promoting any product, service or business that is unethical, obscene or in violation of any applicable law or regulation.

**3.4. Customer Content.** Customer hereby grants iHeartMedia and its Service Providers a worldwide, non-exclusive, perpetual, irrevocable, paid-up, royalty-free, transferable (in the event of a sale or other change of control of iHeartMedia's business), unlimited license to use, reproduce, prepare derivative works of, display and distribute, copy, publish, syndicate, reformat and update (for example, to improve accuracy and/or standardize formats) any and all business listing and other information or content that is made available by or on behalf of you in connection with your use of the Products ("**Customer Content**"). iHeartMedia may sublicense this right to any Service Provider, Publisher and/or other online partners. This license will survive any termination or expiration of this Agreement. Customer acknowledges and agrees that iHeartMedia shall be the source of record for Customer's business listing information and that Customer will only make available information that it knows to be true. Customer shall only provide Customer Content to iHeartMedia if it owns or otherwise has all rights and permissions necessary to grant iHeartMedia the right to use Customer Content as set forth herein

### 4. Pricing, Invoicing and Payment.

**4.1. Fees.** Fees for the Services are specified in the Order Form (the "**Fee**"). Except as otherwise specified herein or in the Order Form, (i) fees are based on Services purchased and not actual usage, and (ii) the Services and associated payment obligations are non-cancelable and fees paid are non-refundable.

**4.2. Invoicing.** Fees will be invoiced in advance and

otherwise in accordance with the Order Form. Unless otherwise stated in the Order Form, fees are due net 30 days from the invoice date.

4.3. Overdue Charges. If any amounts invoiced hereunder are not received by iHeartMedia by the due date, then at iHeartMedia's discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) iHeartMedia may condition future renewals on payment terms shorter than those specified in Section 4.2.

4.4. Suspension of Service. If any charge owing by Customer is 30 days or more overdue, iHeartMedia may, without limiting its other rights and remedies, suspend Services until such amounts are paid in full, provided iHeartMedia has given Customer ten (10) or more days' prior notice that its account is overdue.

4.5. Taxes. Unless otherwise stated, iHeartMedia's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If iHeartMedia has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides iHeartMedia with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, iHeartMedia is solely responsible for taxes assessable against it based on its income, property and employees.

## 5. Term and Termination.

5.1. Term of the Agreement. The Agreement shall become effective upon the Effective Date of shall continue until the conclusion of the Initial Term set forth in the Order Form unless terminated in accordance with these Terms (the "**Initial Term**"). Thereafter, this Agreement shall automatically renew for successive twelve (12) month renewal terms (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless a party delivers written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the then-current Initial Term or Renewal Term, as applicable.

5.2. Termination by iHeartMedia. iHeartMedia may terminate this Agreement and/or any Services upon notice to Customer.

5.3. Termination for Cause. A Party may terminate this Agreement for cause (i) upon 30 days' written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

5.4. Refunds upon Termination. If iHeartMedia terminates this Agreement pursuant to Section 5.2 or Customer terminates this Agreement pursuant to Section 5.3, then, in either case, iHeartMedia shall refund Customer any prepaid fees covering the remainder of the term of the Agreement after the effective date of termination. Upon any termination for cause by iHeartMedia, Customer shall immediately pay iHeartMedia an amount equal to any fees for the remainder of the term of the Agreement after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to iHeartMedia for the period prior to the effective date of termination.

5.5. Survival. The following sections shall survive any termination or expiration of this Agreement: 4, 6, **Error! Reference source not found.**, and 8-23.

## 6. Confidentiality.

6.1. Duty of Confidentiality. Each of Customer and iHeartMedia expressly acknowledges that in the course of its performance hereunder, it may learn or have access to Confidential Information of the other Party or its affiliates, or their customers or third parties to whom the other Party or its affiliates owe a duty of confidentiality. Anything in this Agreement to the contrary notwithstanding, each Party expressly agrees that it shall keep strictly confidential the Confidential Information of the other Party.

6.2. Exclusions to Duties of Confidentiality. The foregoing duties of confidentiality set forth in Section 6.1 shall not apply to any particular information that the Receiving Party can show: (a) was or has later become available to the public through no breach of this Agreement; (b) was obtained from a third party lawfully in possession of such information that had the legal right to disclose the information without it being subject to a continuing obligation of confidentiality; (c) was already in the Receiving Party's possession prior to direct or indirect disclosure pursuant to this Agreement (or any predecessor agreement between the Parties governing the confidentiality of such information) and was not generated in the course of, or in connection with, the Services; or (d) was disclosed only after receipt of prior written approval from a duly authorized representative of the Disclosing Party.

6.3. Permitted Disclosures. If the Receiving Party is requested or required to disclose all or any part of any Confidential Information of the Disclosing Party under a discovery request, a subpoena, or an inquiry issued by a court of competent jurisdiction or by a judicial, administrative, regulatory or governmental agency or legislative body or committee or under applicable laws, the Receiving Party shall, to the extent practicable and subject to applicable laws, give prompt written notice of such request to the Disclosing Party and shall give the Disclosing Party the opportunity to seek an appropriate confidentiality agreement, protective order or modification of any disclosure or otherwise intervene, prevent, delay or otherwise affect the response to such request and the Receiving Party shall cooperate in such efforts.

7. Independent Contractor. This Agreement shall not render iHeartMedia or its employees or subcontractors, if any, an employee, partner, agent of, or joint venturer with the Customer for any purpose. iHeartMedia is and will remain independent in its relationship to the Customer. Neither party shall have any right, power, or authority to create any contract or obligation on behalf of, or binding upon the other party without prior written consent of the other party.

## 8. Representations and Warranties.

8.1. iHeartMedia Representations and Warranties. iHeartMedia represents and warrants to Customer that, at all times during the Term, (a) it has full power and authority to enter into and perform its obligations under this Agreement; and (b) that it will perform all obligations under this Agreement in compliance with all applicable laws, regulations, and other court or governmental orders.

8.2. Customer Representations and Warranties. Customer represents and warrants to iHeartMedia that, at all times during the Term, (a) it has full power and authority to enter into and perform its obligations under this Agreement; (b) it will comply with all applicable laws, regulations and other court or governmental orders in connection with its use of the Services; (c) the Customer Content, and their use in connection with the Services, do not infringe upon the intellectual property rights of any third party; (d) iHeartMedia's use of the Customer Content as permitted herein shall not violate or infringe upon the rights of others; provided, however, that the foregoing representations and warranties shall not apply to any material furnished or added to the Customer Content by iHeartMedia; and (e) Customer owns or otherwise has all rights and permissions necessary to grant iHeartMedia the right to use Customer Content as set forth herein.

9. Indemnification. Customer shall defend,

indemnify, and hold harmless iHeartMedia, its affiliates, and their respective shareholders, directors, officers, employees, Service Providers, and agents (the "*iHeartMedia Indemnified Parties*") from and against any and all Losses to the extent arising out of, or relating to, (a) Customer's breach of this Agreement; (b) any violation of any law or regulation arising from or in connection with Customer's subscription; (c) any allegation arising from or relating to any Customer Content, including, but not limited to, any allegation that any Customer Content infringes or otherwise violates any trademark, trade name, service mark, copyright, license, trade secret, right of privacy or publicity or other intellectual property or proprietary right of any third party, constitutes false advertising, is defamatory and/or is in violation of any law or regulation; (d) any claim by any third party related to Customer or Customer's products, services, webpages, websites or business; and/or (e) any third party dispute with Customer, including, without limitation, any injury suffered by a third party at your place of business or any other related issue. The iHeartMedia Indemnified Party must notify Customer promptly in writing of any Claim for indemnification hereunder, and provide, at Customer's expense (to the extent of out-of-pocket expenses only), all reasonably necessary assistance, information and authority to allow the Customer to control the defense and settlement of such claim, provided that the failure of the iHeartMedia indemnified party to promptly inform Customer of any claim shall not excuse Customer of its obligations under this Section 9 except to the extent such failure materially prejudices Customer. Notwithstanding the foregoing, Customer shall not enter into any settlement of the defense of such action, other than with respect to the payment of monies, without the iHeartMedia Indemnified Party's prior written consent, which consent shall not be unreasonably withheld or delayed. The iHeartMedia Indemnified Party may participate at its expense in the defense and/or settlement of any such action with counsel of its choosing and at its sole expense.

## 10. Limitations of Liability.

10.1. Disclaimer. THE SERVICES PROVIDED BY IHEARTMEDIA AND/OR ITS SERVICE PROVIDERS IN CONNECTION WITH THIS AGREEMENT ARE SUPPLIED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT UNDER APPLICABLE LAW, IHEARTMEDIA AND ITS SERVICE PROVIDERS MAKE NO, AND DISCLAIM ALL, WARRANTIES (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT), GUARANTEES, AND REPRESENTATIONS, WHETHER EXPRESS,

IMPLIED, ORAL OR OTHERWISE. THE SERVICES AND IHEARTMEDIA WEBSITE, AND OTHER WEBSITES, DATABASES AND/OR THIRD PARTY PROGRAMS CONTAINED WITHIN THE SERVICES, MAY CONTAIN BUGS, ERRORS, PROBLEMS AND/OR OTHER LIMITATIONS. IHEARTMEDIA AND ITS SERVICE PROVIDERS HAVE NO LIABILITY, WHATSOEVER, TO CUSTOMER OR ANY THIRD PARTY, FOR ANY CHANGES MADE TO THE CUSTOMER CONTENT OR TO CUSTOMER'S WEBPAGE OR WEBSITE AS A RESULT OF IHEARTMEDIA'S ASSISTANCE IN IMPLEMENTING ANY SERVICE FEATURES, ANY OTHER PARTY'S SECURITY METHODS AND PRIVACY PROTECTION PROCEDURES AND/OR ANY PARTY'S USE OF, OR INABILITY TO USE, IHEARTMEDIA WEBSITES, DATABASES AND/OR PROGRAMS. IHEARTMEDIA AND ITS SERVICE PROVIDERS DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, THAT ANY OTHER PARTY'S SECURITY METHODS, PRIVACY PROTECTION PROCEDURES AND/OR ANY PARTY'S USE OF IHEARTMEDIA'S WEBSITE, DATABASES AND/OR PROGRAMS WILL BE UNINTERRUPTED OR ERROR-FREE.

10.2. Exclusion of Certain Damages. IN NO EVENT SHALL IHEARTMEDIA OR ANY SERVICE PROVIDER BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST REVENUE OR PROFITS, EVEN IF IHEARTMEDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IHEARTMEDIA WILL NOT BE LIABLE, OR CONSIDERED IN BREACH OF THE AGREEMENT, ON ACCOUNT OF A DELAY OR FAILURE TO PERFORM UNDER THE AGREEMENT, AS A RESULT OF CAUSES OR CONDITIONS THAT ARE BEYOND IHEARTMEDIA'S CONTROL. IN ADDITION, AND NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IHEARTMEDIA'S AND ITS SERVICE PROVIDER'S MAXIMUM, CUMULATIVE LIABILITY UNDER ANY CAUSES OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE WILL NOT EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, THE TOTAL PRICES PAID BY CUSTOMER TO IHEARTMEDIA UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD PRIOR TO THE DATE ON WHICH THE FIRST CLAIM ARISES. To the extent any liability of iHeartMedia and/or Service Providers cannot be disclaimed, excluded or limited under applicable law, such

liability shall be disclaimed, excluded and limited to the fullest extent permitted under applicable law.

11. Promotional Materials. During the term of this Agreement, iHeartMedia may use Customer's name and logo for the purpose of referring to Customer as a iHeartMedia client on iHeartMedia's website and in its other promotional materials.

12. Policies. Customer's participation in any subscription shall be subject to all applicable iHeartMedia policies including, without limitation, the Privacy Policies posted on any Web Site on which Customer listings are published, and any applicable Web Site specification requirements (collectively, "Policies"). The Policies may be modified by iHeartMedia at any time. The latest Policies can be found on any of iHeartMedia's websites. You should review the Policies regularly. By your continued participation in a Service subscription, you agree to all of the associated terms and conditions contained within the Policies effective at that time.

13. Force Majeure. Nonperformance by iHeartMedia will be excused to the extent that performance is rendered impossible by acts of god, strike, fire, flood, governmental acts, orders or restrictions, failure of suppliers, internet failure, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of iHeartMedia.

14. Assignment. Customer shall not assign any of its rights under this Agreement, or delegate the performance of any of their duties hereunder, without the prior written consent of iHeartMedia.

15. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

16. Severability. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then such provision shall be deemed severed herefrom, and such invalidity shall not affect any other provision of this Agreement, the balance of which shall remain in and have its intended full force and effect; provided, however, if any such provision may be modified so as to be valid as a matter of law, then such provision shall be deemed to have been modified so as to be enforceable to the maximum extent permitted by law.

17. Class Action Waiver. Customer will not participate in a class action or class-wide arbitration for any claims arising from or in connection with this Agreement, whether such claims are brought against iHeartMedia or any Service

Provider. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding. iHeartMedia's Service Providers are an intended third party beneficiary of this waiver.

18. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of Texas without giving effect to any choice of law or conflict of law rules. Each Party consents to the jurisdiction and venue of the federal, state and local courts for Bexar County, Texas. If any provision of this Agreement is ruled invalid or unenforceable by a court of proper jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. Notice. Any notice that either Party may give or is required to give under this Agreement shall be in writing and delivered in person or mailed via registered or certified mail, return receipt requested, or sent by facsimile with confirmation of receipt to the appropriate address listed herein or as may be amended from time to time by either Party. Any such notice will be deemed received upon personal delivery, or, if sent by mail, within three (3) days after mailing, or upon transmission if sent by facsimile with confirmation of receipt. Notices shall be sent to the parties at the following addresses:

iHeartMedia + Entertainment, Inc.

125 West 55th Street 12th Floor  
New York, NY 10019  
Attn: [name]

[Customer]:

[Address]  
[city, state, zip]  
Attn: [name]

20. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the Parties hereto.

21. Entire Understanding. This Agreement and any exhibit or schedule attached constitute the entire understanding and agreement of the Parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of

no further force and effect. There are no agreements, restrictions, promises, warranties, covenants, or other undertakings other than those expressly set forth in this Agreement, and no previous negotiations, drafts or versions of this Agreement shall be used by either Party to construe or affect the validity of this Agreement.

22. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the Parties reflected hereon as the signatories.