



Partner Customer Terms

These Partner Customer Terms (“Terms”) apply to each proposal, order form, statement of work, insertion order, or similar ordering document that references or incorporates these Terms (each, a “Partner Proposal”) between Muirfield Broadcasting, Inc (“Partner”) and the client identified in the applicable Partner Proposal (“Client”). By signing, accepting, or otherwise approving a Partner Proposal, Client agrees to these Terms.

1. Services.

Partner may provide, arrange for, or resell certain marketing, advertising, media buying, campaign management, website, data, reporting, creative, video production, or related services described in the Partner Proposal (the “Services”). The Services may be provided, supported, or fulfilled by Partner’s service providers, subcontractors, platforms, or technology providers, including Townsquare Media, Inc. and its affiliates, subsidiaries, contractors, service providers, and designees (collectively, “Townsquare”).

2. Townsquare as Third-Party Beneficiary.

Townsquare is an intended third-party beneficiary of these Terms. Townsquare may rely on and directly enforce any provision of these Terms that protects, limits liability of, grants rights to, or otherwise benefits Townsquare, including provisions relating to Client data, Client materials, privacy, tracking technologies, intellectual property, disclaimers, limitation of liability, suspension rights, and indemnification.

3. Client Materials and Approvals.

Client is responsible for all information, instructions, approvals, content, websites, landing pages, claims, products, services, creative assets, trademarks, logos, data, customer lists, audience information, and other materials provided, approved, or made available by Client in connection with the Services (“Client Materials”).

Client represents and warrants that Client has all rights, licenses, permissions, consents, notices, and authority necessary for Partner, Townsquare, and their respective service providers to use the Client Materials in connection with the Services. Client is responsible for ensuring that all Client Materials are accurate, complete, not misleading, and comply with all applicable laws, rules, regulations, self-regulatory guidelines, platform policies, and third-party rights.

4. Privacy, Data, and Tracking Technologies.



Client is solely responsible for ensuring that Client's websites, digital properties, privacy policies, cookie notices, disclosures, consent mechanisms, opt-out mechanisms, and instructions comply with all applicable laws, rules, regulations, self-regulatory guidelines, and platform policies, including all privacy, data protection, data security, wiretapping, recording, interception, tracking technology, consumer protection, and advertising requirements.

The Services may involve cookies, pixels, web beacons, tags, scripts, software development kits, device identifiers, analytics tools, advertising technologies, conversion tracking, retargeting, attribution tools, or similar technologies ("Tracking Technologies"). Client is solely responsible for providing all legally required notices, obtaining all legally required consents, honoring all opt-outs and privacy choices, and ensuring that Partner, Townsquare, and applicable third parties may lawfully deploy, operate, access, receive, collect, disclose, use, or otherwise process data through or in connection with such Tracking Technologies.

Client will not provide or make available to Partner or Townsquare any data relating to individuals who have opted out of the relevant processing, sale, sharing, targeted advertising, tracking, or other use, except as necessary to suppress such individuals from marketing.

5. Prohibited Data.

Client will not provide, disclose, transfer, or make available to Partner or Townsquare any sensitive or prohibited data unless Partner and Townsquare expressly approve such data in writing. Prohibited data includes government-issued identification numbers, financial account numbers, payment card information, protected health information, health or medical information, biometric data, precise geolocation data, data relating to children, account passwords or credentials, sensitive personal information, special categories of data, or any other information that requires heightened protection under applicable law.

If Client becomes aware that it has provided prohibited data, Client will promptly notify Partner and Townsquare and provide reasonable information needed to identify, restrict, delete, or remediate the transfer.

6. Third-Party Platforms and Terms.

The Services may involve third-party platforms, publishers, exchanges, networks, data providers, advertising tools, analytics providers, media sellers, or other third-party services. Client agrees to comply with all applicable third-party terms, policies,



specifications, and guidelines. Neither Partner nor Townsquare is responsible for any third-party platform's acts, omissions, data practices, technology, inventory, content, availability, or performance.

7. No Guarantees; Suspension Rights.

Unless expressly stated in the Partner Proposal, all impressions, clicks, conversions, leads, engagement, performance metrics, audience estimates, inventory availability, delivery quantities, and campaign results are estimates or goals only and are not guarantees.

Partner or Townsquare may reject, suspend, disable, remove, or modify any campaign, Client Materials, Tracking Technologies, advertising technologies, data collection tools, integrations, or related functionality if Partner or Townsquare reasonably determines that continued use may violate applicable law, third-party rights, platform policies, or privacy requirements, or may expose Partner, Townsquare, or any third party to legal, regulatory, reputational, operational, or commercial risk.

8. Intellectual Property.

Client retains ownership of Client Materials, subject to the rights granted in these Terms. Client grants Partner, Townsquare, and their respective service providers a non-exclusive, worldwide, royalty-free right and license to access, use, reproduce, display, distribute, transmit, modify, adapt, format, process, and otherwise use Client Materials as necessary to provide, support, optimize, report on, or improve the Services.

Partner, Townsquare, and their respective licensors retain all rights in their pre-existing technology, platforms, software, tools, data, methods, know-how, analytics, templates, systems, processes, and other materials. No ownership rights in any Partner or Townsquare technology, platform, data, or materials are transferred to Client except as expressly stated in a Partner Proposal.

9. Indemnification.

Client will indemnify, defend, and hold harmless Partner, Townsquare, their affiliates, and their respective officers, directors, employees, agents, contractors, service providers, and representatives from and against all third-party claims, actions, losses, damages, liabilities, penalties, fines, settlements, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to:

(a) Client Materials;



- (b) Client's products, services, websites, landing pages, ads, claims, or instructions;
- (c) Client's breach of these Terms or the Partner Proposal;
- (d) Client's failure to comply with applicable law, privacy requirements, tracking technology requirements, consent requirements, opt-out requirements, platform policies, or third-party rights;
- (e) Partner's, Townsquare's, or any third party's use of Client Materials or Client data as authorized or instructed by Client; or
- (f) Client's gross negligence, willful misconduct, or fraud.

10. Warranty Disclaimer.

Except as expressly stated in the Partner Proposal, the Services are provided "as is" and "as available." Partner and Townsquare disclaim all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, availability, performance, results, or uninterrupted operation.

11. Limitation of Liability.

To the maximum extent permitted by law, Partner and Townsquare will not be liable for any indirect, incidental, special, consequential, exemplary, punitive, or lost profit damages, including loss of revenue, income, goodwill, data, business opportunity, or anticipated savings, even if advised of the possibility of such damages.

To the maximum extent permitted by law, Partner's and Townsquare's aggregate liability arising out of or relating to the Services, these Terms, or any Partner Proposal will not exceed the amounts paid by Client for the applicable Services giving rise to the claim during the six months preceding the event giving rise to liability.

12. Order of Precedence.

These Terms apply in addition to any other terms between Partner and Client. To the extent these Terms conflict with Partner's own terms or any other terms, these Terms control with respect to privacy, data, tracking technologies, consent, disclaimers, limitation of liability, suspension rights, indemnification, and the rights of Townsquare Media, Inc. and its affiliates.

If there is a conflict between these Terms and a Partner Proposal, the Partner Proposal will control only to the extent it expressly states that it supersedes the conflicting provision of



these Terms. No purchase order, vendor onboarding document, or other Client-provided terms will modify these Terms unless expressly agreed in writing by Partner and, with respect to provisions benefiting Townsquare, Townsquare.

13. Survival.

Any provision that by its nature should survive expiration or termination will survive, including provisions relating to Client Materials, privacy, data, Tracking Technologies, third-party terms, intellectual property, disclaimers, limitation of liability, indemnification, and Townsquare's third-party beneficiary rights.

Proposal Incorporation Language

Include this directly in each partner proposal, preferably near the signature or acceptance block:

“By signing, accepting, or otherwise approving this Partner Proposal, Client agrees to the Partner Customer Terms available at [URL], which are incorporated into and made part of this Partner Proposal. The Partner Customer Terms apply in addition to any other terms between Partner and Client, and the Partner Customer Terms control to the extent of any conflict with respect to privacy, data, tracking technologies, consent, disclaimers, limitation of liability, suspension rights, indemnification, and the rights of Townsquare Media, Inc. and its affiliates. Client acknowledges that the services described in this Partner Proposal may be provided, supported, or fulfilled by Partner's service providers, subcontractors, platforms, or technology providers, including Townsquare Media, Inc. and its affiliates, subsidiaries, contractors, service providers, and designees. Client agrees that Townsquare Media, Inc. and its affiliates are intended third-party beneficiaries of the Partner Customer Terms and may rely on and enforce any provision that protects, limits liability of, grants rights to, or otherwise benefits them.”

Partner Agreement Covenant

Include this in new partner agreements, and add by amendment for existing high-volume or higher-risk partners:

“Partner will ensure that each Client accepts Partner's customer-facing proposal terms before Partner submits, launches, or authorizes any campaign or service supported by Townsquare. Partner's customer-facing proposal terms must include protections no less protective of Townsquare than the Partner Customer Terms approved by Townsquare, including terms addressing privacy notices, consent, opt-outs, tracking technologies,



customer data, customer content, suspension rights, disclaimers, limitation of liability, and indemnification. Partner will not modify or remove any Townsquare-required flow-down term without Townsquare's prior written approval."