Fill in this information to identify the case:

Debtor Cumulus Media Inc.

United States Bankruptcy Court for the: Southern District of Texas (State)

Case number 26-90346

Modified Official Form 410
Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

KLDiscovery Ontrack, LLC

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor KLDiscovery

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
KLDiscovery Ontrack, LLC Ejaye Haley 9023 Columbine Road Eden Prairie, MN 55347, United States	
Contact phone 571.373.8709	Contact phone _____
Contact email ejaye.haley@kldiscovery.com	Contact email _____

Uniform claim identifier (if you use one):

_____

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing? _____

2690346260409000000000002

Part 2: **Give Information About the Claim as of the Date the Case Was Filed**

6. **Do you have any number you use to identify the debtor?**

☐ No

☑ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 4686

7. **How much is the claim?** $ 45869.14 . **Does this amount include interest or other charges?**

☑ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Services Performed

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____

26903462604090000000000002

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check all that apply:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 04/09/2026
MM / DD / YYYY

/s/Ejaye Haley
Signature

Print the name of the person who is completing and signing this claim:

Name: Ejaye Haley
First name Middle name Last name

Title: Collections Escalations Team Lead

Company: KLDiscovery Ontrack, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 634-7177 | International (424) 236-7223

Debtor:
26-90346 - Cumulus Media Inc.
District:
Southern District of Texas, Houston Division

Creditor:
KLDiscovery Ontrack, LLC
Ejaye Haley
9023 Columbine Road

Eden Prairie, MN, 55347
United States
Phone:
571.373.8709
Phone 2:
Fax:
Email:
ejaye.haley@kldiscovery.com

Has Supporting Documentation:
Yes, supporting documentation successfully uploaded
Related Document Statement:

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Authorized agent

Other Names Used with Debtor:
KLDiscovery

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
Services Performed

Last 4 Digits:
Yes - 4686

Uniform Claim Identifier:

Total Amount of Claim:
45869.14

Includes Interest or Charges:
No

Has Priority Claim:
No

Priority Under:

Has Secured Claim:
No
Amount of 503(b)(9):
No
Based on Lease:
No
Subject to Right of Setoff:
No

Nature of Secured Amount:
Value of Property:
Annual Interest Rate:
Arrearage Amount:
Basis for Perfection:
Amount Unsecured:

Submitted By:
Ejaye Haley on 09-Apr-2026 10:22:37 a.m. Pacific Time
Title:
Collections Escalations Team Lead
Company:
KLDiscovery Ontrack, LLC

VN: 93E2038AC4164B9996FAEE51D3EE7923

Fill in this information to identify the case:	
Debtor 1	Cumulus Media Inc.
Debtor 2 (Spouse, if filing)	
United States Bankruptcy Court for the:	Southern District of Texas
Case number	26-90346

Official Form 410

Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. Who is the current creditor?

KLDiscovery Ontrack, LLC
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor KLDiscovery

2. Has this claim been acquired from someone else?

☑ No
☐ Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
KLDiscovery Ontrack, LLC Name	_____ Name
9023 Columbine Road Number Street	_____ Number Street
Eden Prairie MN 55347 City State ZIP Code	_____ City State ZIP Code
Contact phone 571-373-8709	Contact phone _____
Contact email ejaye.haley@kldiscovery.com	Contact email _____

Uniform claim identifier (if you use one):

_ _

4. Does this claim amend one already filed?

☑ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☑ No
☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
   - ☐ No
   - ☑ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 4 6 8 6

7. **How much is the claim?** $ 45,869.14 . **Does this amount include interest or other charges?**
   - ☑ No
   - ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
   Limit disclosing information that is entitled to privacy, such as health care information.
   Services Performed

9. **Is all or part of the claim secured?**
   - ☑ No
   - ☐ Yes. The claim is secured by a lien on property.

   Nature of property:
   - ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
   - ☐ Motor vehicle
   - ☐ Other. Describe: _____

   Basis for perfection: _____
   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

   Value of property: $_____
   Amount of the claim that is secured: $_____
   Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

   Amount necessary to cure any default as of the date of the petition: $_____

   Annual Interest Rate (when case was filed)_____%
   - ☐ Fixed
   - ☐ Variable

10. **Is this claim based on a lease?**
    - ☑ No
    - ☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
    - ☑ No
    - ☐ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 04/09/2026
MM / DD / YYYY

Ejaye J Haley
Signature

Print the name of the person who is completing and signing this claim:

Name: Ejaye Jarell Haley
First name | Middle name | Last name

Title: Collections Escalations Team Lead

Company: KLDiscovery Ontrack, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 9023 Columbine Road
Number Street

Eden Prairie | MN | 55347
City | State | ZIP Code

Contact phone: 571-373-8709 Email: ejaye.haley@kldiscovery.com

Docusign Envelope ID: 1F83BA33-F9C1-4489-8D92-6F0A58C1FFD6

Description

Document	Statement of Work ("SOW")
Region	US
Scope	Forensics, eDiscovery, Document Review, Professional Services, Pricing and Terms

Summary Information

Matter Name	[redacted]
Client Name	Cumulus Media
Law Firm Name	Hogan Lovells LLP
Client #	[redacted]4686
SO #	[redacted]5506
DPA Schedule	Not Applicable
Version #	1.0
Contract Date	October 23, 2025
Submitted By	[redacted] - Vice President, Sales [redacted] - Vice President, Cyber Incident Response and Legal Technology

Contents

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Project Overview	3
Pricing Standard Services	4
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Terms and Conditions	8
Acceptance and Authorization	18

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Contract Information

Client

Client Name	Cumulus Media
Contact Name	Richard Denning
Contact Title	Executive Vice President, General Counsel & Secretary
Address	3280 Peachtree Rd NE, Ste 2200, Atlanta, GA 30305
Phone	[redacted]
Email	[redacted]

Law Firm

Law Firm Name	Hogan Lovells LLP
Contact Name	Sarah W. Keller
Contact Title	Associate
Address	8350 Broad Street, 17th Floor, Tysons, VA 22102
Phone	[redacted]
Email	[redacted]

Billing Instructions*

☐ Invoices will be sent to client (contact listed above) via email.
☒ Invoices will be sent to law firm (contact listed above) for approval and then to client (contact listed above) via email.
☐ Other. Please provide detailed instructions below.

Accounts Payable Contact Information
(Name, title, address, phone, email)

Copy of Invoice goes to
(please list email addresses)

3rd Party Submission Portal ☒ No ☐ Yes (please list)

Special Instructions

Please note that in the absence of provided information, KLDiscovery will send invoices directly to the listed client contact via email.

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Project Overview

This SOW defines activities, deliverables, and pricing to meet the objectives of the Project for the Client. All work performed by KLDiscovery on this Project will be conducted either at the direction of and under the supervision of legal counsel to Client or at the sole discretion and instruction of Client.

Project Management

The KLDiscovery project manager will be the primary point of contact and will be responsible to deliver results defined in the SOW. Changes to Project scope, new services and terms shall be agreed upon in a subsequent amendment, which can be either in written or email format, and the addition of services listed shall be communicated to the assigned project manager via email.

Until a project manager has been assigned by KLDiscovery, please utilize the KLDiscovery account manager(s) listed on page 1 as your primary contact for any changes to scope or addition of services with regard to the Project contemplated by this SOW.

Project Parameters

The Project may include any of the services listed in the following pricing table.

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Pricing Standard Services

KLDiscovery's fees under this SOW will be based on the pricing tables provided below.

A 5% Discount will be applied to all invoices.

Collections	Unit	USD	Notes
Forensic Data Collection	Hour	[redacted]	Forensic analyst time supporting onsite collection of computers, servers, mobile and external devices.
Remote Forensic Data Collection	Hour	[redacted]	Forensic analyst time supporting in lab collection of computers, servers, mobile and external devices. Also includes the collection of internet based data sources including O365, social media and webmail.
RMDC - Remote Mobile Device Collection	Unit	[redacted]	Remote collection services for mobile devices – includes device image, media, shipping both ways and 24 x 7 x 365 technical support.
RCMgr Self Collection Computer	Unit	[redacted]	Drives/remote collection kit - includes drive image, shipping both ways and 24 x 7 x 365 technical support.
RCMgr Self Collection Server	Unit	[redacted]	Drives/remote collection kit - includes drive image, shipping both ways and 24 x 7 x 365 technical support.
RCMgr Drive Decryption	Unit	[redacted]	Decryption fee for native delivery of data. This fee will be waived if data processed by KLDiscovery.
Forensic Analysis	Hour	[redacted]	Computer Forensic services including forensic in-lab preservation, active and recoverable deleted file listings, active and recoverable deleted email listings, internet history, removable media identification, and deliverable creation.
Travel Time	Hour	[redacted]	Travel time charged at 50% of the hourly rate for the service provided. Not to exceed $1,000 per travel day.
Travel Expense	Item	[redacted]	Travel related expenses such as hotel, transportation, and meals billed at actual cost.
Processing	**Unit**	**USD**	**Notes**
Ingestion	GB	[redacted]	Ingest, de-duplicate, and index content for keyword, date, and other Boolean/advanced filtering techniques. Identification and OCR of all non-full text documents.
Promotion to Review	GB	[redacted]	Process data responsive to the filters applied. Promote responsive documents to an active workspace.
ECA Hosting	**Unit**	**USD**	**Notes**
ECA Hosting (text, metadata only)	GB Month	[redacted]	Includes access to processed data (text, metadata) in Early Case Assessment (ECA) within a KLD review platform, for keyword testing and selection of data for promotion to review. 3 user maximum in the ECA platform.
Hosting	**Unit**	**USD**	**Notes**
Processing Database Storage	GB Month	[redacted]	Storage of ESI processed in KLD technology, but not promoted to review

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Active Hosting	GB Month	[redacted]	Includes database setup, text, native & image access to data in an active state within a KLDiscovery review platform. Active hosting charges for a given month shall be based on the largest data count hosted at any given time during the calendar month being billed. Active hosting will continue to be charged until the data is deleted or moved to Nearline Hosting or Offline Archive Storage following a written request.
Nearline Hosting	GB Month	[redacted]	Hosting of data in a nearline state within a KLDiscovery review platform. In order for the nearline hosting rate to take effect, data must remain in nearline status continuously for at least one (1) calendar month and for the entire billing period. Nearline hosting rate is not pro-rated.
User Access (Relativity)	User Month	[redacted]	Monthly user fee for Relativity Review. This fee may be adjusted with advance notice to take into account price increases from Relativity.
			Relativity User Access charges are payable until account is terminated. All Active and Nearline Hosting and Relativity User access charges are not pro-rated; therefore, requests to terminate an account must be made by close-of-business on the last business day of the month in order to avoid being billed for the following month.
Analytics	**Unit**	**USD**	**Notes**
KLDiscovery Analytics	GB	[redacted]	KLDiscovery technology for advanced analytics, including predictive coding, workflow, message threading, near-duplicate detection.
Relativity Analytics	GB	[redacted]	Content Analyst technology and indexing for concept searching, clustering, email threading, near-duplicate detection, language identification and Relativity Assisted Review predictive coding.
Blackout Redaction	Doc	[redacted]	Redaction software for Relativity. Applies to documents analyzed and redacted through the application.
eDiscovery AI – Early Case Insight	Doc Run	[redacted]	Early Case Insight (ECI) leveraged as part of an Early Case Assessment (ECA) effort provides deep insight into the target data set using advanced analytics, AI and GenAI. ECI may significantly reduce the volume of data sent for review while simultaneously providing deep insights into the data.
eDiscovery AI – Relevance	*Doc Run	[redacted]	Relevancy leverages advanced analytics, AI and GenAI to efficiently and effectively identify highly relevant documents across the data set. Relevancy may significantly reduce the time and cost of the document review process. *(up to 15 prompts per run)
eDiscovery AI – Privilege	Doc Run	[redacted]	Privilege leverages pre-built detection models for standard "Attorney Client" and "Work Product" designations plus the ability to add up to 2 additional privilege identifiers per run to identify and classify likely privileged documents.
eDiscovery AI – PII Detect	Doc	[redacted]	PII Detect leverages advanced analytics, AI and GenAI to detect common PII and PHI within the target data set.
eDiscovery AI – PII Extract	Doc	[redacted]	PII Extract may be leveraged to extract identified PII/PHI from target data sets.
AI Translation	Every 1 Million Characters	[redacted]	Translations enable the translation of documents in multiple languages via request
KLD Transcription Service	Automated Transcription Hours Per Project	Cost Per Incremental Hour	

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	Up to 1,000 1,001-10,000 10,001 – 50,000 50,001 – 100,000 100,001 – 500,000 500,001 – 1,000,000	[redacted]	Automatic generation of searchable text based on voice/speech recognition. *Does not account for the tech hours that are associated with the upload/overlay. **2-4 billable hours to load the audio files into Azure, export the text and then overlay the text into Relativity/Nebula and rebuild the indexes.
Productions	**Unit**	**USD**	**Notes**
Native & Image Production	GB	[redacted]	Produce metadata, natives, image and extracted text in a load file format (includes endorsements/branding). *Charges will apply to any record imaged regardless of whether they are ultimately used in production.
PDF Conversion	GB	[redacted]	Conversion to or from PDF file format. GB pricing includes tech time/endorsements/branding.
Professional Services	**Unit**	**USD**	**Notes**
Professional Services - Project Manager	Hour	[redacted]	Consultative and customized support including but not limited to transmittal and analysis of electronically stored information, customized processing solutions, document review workflow design, document production query design, and quality control customization. Professional services performed by a Project Manager.
Technical Support	Hour	[redacted]	Billable operations. Includes but not limited to processing and loading of 3rd party data into KLDiscovery review platform, including customization of load files. Create custom load file production template or special handling for productions. Technical support for review platforms. Support time is rounded up to 6-minute (0.1 hour) increments. All hours incurred (including weekends & holidays) billed at standard flat rate.
Structured Data Loading	Hour	[redacted]	Load preprocessed structured data to database. Does not apply to data processed by KLDiscovery.
Consulting Services 1	Hour	[redacted]	Consulting services rendered by a KLD consultant and/or determined by the nature of the engagement.
Consulting Services 2	Hour	[redacted]	Consulting services rendered by a Senior or higher tier consultant and/or determined by the nature of the engagement.
Consulting Services 3	Hour	[redacted]	Consulting services rendered by a Director or higher tier consultant and/or determined by the nature of the engagement.
Advanced Analytics Consulting	Hour	[redacted]	Consulting on optimal utilization of TAR feature, search term/ECA consulting, and predictive coding and review workflow consulting.
Expert Testimony 1	Hour	[redacted]	Expert Testimony Services including deposition and trial testimony and authoring expert reports and affidavits provided by a KLD consulting expert and/or determined by nature of the engagement.
Expert Testimony 2	Hour	[redacted]	Expert Testimony Services including deposition and trial testimony and authoring expert reports and affidavits provided by a Senior or higher level KLD consulting expert and/or determined by nature of the engagement.
Data Management	**Unit**	**USD**	**Notes**
Case Disposition	Workspace < 2 TB	[redacted]	Upon case completion, the workspace will be archived and copied to external media or SFTP for delivery. Includes tech time, landing media, and shipping costs where applicable.
	Workspace > 2 TB	[redacted]	

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Offline Archive Storage	< 250 GB Month	[redacted]	Monthly storage fee for an archived database.
	250 GB – 1 TB Month	[redacted]	
	> 1 TB Month	[redacted]	
Offline Restoration	< 250 GB	[redacted]	One-time fee to restore a database from archive to an active state.
	250 GB – 1 TB	[redacted]	
	> 1 TB	[redacted]	
Original Media Storage	Media Month After 6 Months	[redacted]	Monthly storage fee for client media. If data is processed into a KLDiscovery review platform the first 6 months Original Media Storage (time commences at start of project) are included.
Media Destruction Deletion	Media	[redacted]	Provide certificate of destruction for deletion of client data from KLDiscovery servers and archive tapes.
Media Delivery	**Unit**	**USD**	**Notes**
Hard Drive	HDD	[redacted]	Hard Drive media for deliverables.
Freight	Cost	Cost	Freight charges, including postage, ground couriers, FedEx, etc.

Pricing Document Review – Remote Review Services

Tier	1L/2L/Redactions/ Privilege Review	Team Lead/QC	Assistant Review Manager	Review Manager
US Only	[redacted]	[redacted]	[redacted]	[redacted]
*Pricing for foreign language reviews are available upon request				

***All prices will vary based on current market conditions. Additional rates for overtime related to document review will be applied in accordance with local business and legal requirements. If you plan on using overtime, please consult with your account manager for any applicable rates.*

1L / 2L / Privilege Review – Legally qualified document reviewers hand-selected and approved by client for higher-value work.
Team Lead / QC – Senior level legally qualified document reviewers responsible for quality assurance and first-line team oversight.
Associate Review Manager – Senior level legally qualified document reviewer with significant experience managing the quality control process, generally works under a Review Manager and assists the Review Manager with reporting and Client communications.
Review Manager – Direct oversight of review team by legally qualified document reviewer manager with significant understanding of legal process and requirements for running successful document review project.

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Terms and Conditions

This Statement of Work ("SOW") dated **10/23/2025** between KLDiscovery Ontrack, LLC d/b/a KLDiscovery ("KLDiscovery") with its principal place of business at 9023 Columbine Road, Eden Prairie, MN 55347 and **Cumulus Media** ("Client"/ "Firm's Client"), each a ("Party") and collectively the ("Parties") governs the provision of KLDiscovery's Services as set forth herein.

1. **Definitions**

1.1. The definitions set forth below shall apply to the following terms when used in this SOW.

1.2. **"Client"** means the company and/ or legal entity referenced above and may refer to and include:

1.2.1. **"Firm"**, means the law firm serving as the Client under this SOW or the law firm serving as the contractual Client's representative under this SOW. Firm may contract with KLDiscovery to provide Services on behalf of it and Firm's Client.

1.2.2. **"Firm's Client"**, the individual person, persons, company or other legal entity who is represented by Firm. Firm's Client may contract with KLDiscovery to provide Services on behalf of Firm and it.

1.3. **"Client Data"** means data, information or analysis recorded in permanent form, contained in physical documents or electronic media which has been provided to KLDiscovery by the Client, Users or by Firm on Client's behalf for the Project including data which has been forensically collected by KLDiscovery.

1.4. **"Client IP"** means any Client Data and any modification, re-ordering, culled or adaptation of Client Data, including any written reports, productions or other data created by KLDiscovery relating to or derived from the Client Data.

1.5. **"Confidential Information"** means any non-public information whether or not marked with legends stating it is confidential information concerning data or materials relating to a Party's products and services, technology, information security protocols, business plans, prices, financial information, marketing plans, and other trade secret or proprietary information including Client Data, Client IP and KLD IP.

1.6. **"Document Review Project"** has the definition in Clause 3.1 below.

1.7. **"Fees"** means the sums charged and expenses incurred for access to and/or use of the specific Services ordered under this SOW. – see pricing table.

1.8. **"Intellectual Property Rights"** means all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property and proprietary rights (whether registered or not) and all applications for the same which may now or in the future subsist anywhere in the world.

1.9. **"KLD IP"** means any and all KLDiscovery Intellectual Property Rights embodied in the provision of the Services, including the development, creation and supply of the Services, inventions, works of authorship, methodologies, processes and know-how used, to develop or that comprise the Services, together with any hardware, firmware, platforms, software and any changes, improvements, new features or functionality created or used by KLDiscovery as part of the Services.

1.10. **"Personal Data"** means (i) all personal data identifying an individual and (ii) any other information that constitutes "personal data," "personal information," "personally identifiable information" or a similar term under applicable law, that is provided to KLDiscovery by the Client in relation to the Project, including personal data hosted and processed on KLDiscovery's electronic discovery platforms, forensically collected data and images, original media stored by KLDiscovery and archived data.

1.11. **"Project"** is the purpose of the Services as set out in this SOW.

1.12. **"Review Platform"** has the definition set out in Clause 2.2.

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1.13. **"Sanctions"** means sanctions administered or enforced by the US Department of the Treasury's Office of Foreign Assets Control (OFAC), US Department of State, United Nations Security Council, European Union, His Majesty's Treasury in the United Kingdom and/or or other relevant sanctions authority.

1.14. **"Services"** means the specific software, products, services, and related consulting in the areas of eDiscovery, digital forensics, document review, data recovery and information management made available by KLDiscovery to Client as specified in this SOW.

1.15. **"Users"** means individuals who are authorized by Client to access and use the Services and who have been supplied user identification and passwords by Client (or by KLDiscovery at Client's request).

2. **The Services**

2.1. KLDiscovery shall make the Services available to Client and its Users pursuant to the terms of this SOW. Access to and use of the Services is granted solely to the Client stated in this SOW and shall not be shared with any third parties other than those designated by Client and approved by KLDiscovery.

2.2. Where required, KLDiscovery shall make the appropriate Services available via a web-based platform selected by the Client (the "Review Platform") and provide Users with direct access to the Review Platform. Subject to the terms and conditions of this SOW, and during the term set forth in the SOW, KLDiscovery grants Client a limited, non-transferable, non-sublicensable, non-exclusive license to access and use the Review Platform. The Review Platform may only be used for Client's internal business by Users. Client shall not allow any other party to access or use the Review Platform. Client is responsible for maintaining the confidentiality and security of all login credentials granted to Users to access and use the Review Platform and is responsible for all activities in connection with the Review Platform undertaken using the login credentials of Client's Users. KLDiscovery shall provide: (i) such assistance and access to information, data, software, documentation or other materials and personnel as are reasonably required for Client to use the Review Platform; (ii) basic technical support to ensure continuity of the Review Platform; (iii) commercially reasonable efforts to make the Review Platform available to Client 24 hours a day, 7 days a week, except for (a) planned downtime for regularly scheduled maintenance, which will be communicated to Client in advance; or (b) any circumstances beyond KLDiscovery's reasonable control including without limitation, internet service provider failures or delays.

2.3. Client shall use the Services for internal business purposes only. Client shall not allow another party to access or use the Review Platform or other Services. Client shall not directly or indirectly: (i) sell, resell, lease, distribute, license, or otherwise commercially exploit the Services; or (ii) reverse engineer, decompile, seek to gain access to the source code or otherwise tamper with the security of the Services and attempt to gain unauthorized access to or otherwise breach KLDiscovery's systems.

2.4. Client and/or Firm is obligated to ensure it, and each of it's Users, are aware of the terms and conditions contained in this Agreement in order to be able to utilize the Services. Each User shall be provided separate access credentials, the subsequent use of which shall be considered acceptance of each User to comply with these terms.

2.5. For forensic collection of Client Data, KLDiscovery shall provide personnel to image and collect Client Data using appropriate technical resources, either on Client's premises, the premises of custodians nominated by the Client or remotely. KLDiscovery shall process the Client Data following collection pursuant to Client's instructions.

2.6. In the event Client is issued or sent a remote mobile device collection kit ("RMDC") and does not return the RMDC to KLDiscovery within sixty (60) days of receipt of the RMDC, Client shall be liable for the total cost of the RMDC, which shall be billed to Client as a line item on Client's invoice or billed at cost.

2.7. Where Client shall provide Client Data to KLDiscovery that requires ITAR compliance, Client must provide written notice of this data type to KLDiscovery before ingestion of such Client Data into KLDiscovery's systems.

3. **Document Review Services**

3.1. Where the Client requests KLDiscovery to provide document review for the Project, KLDiscovery and Client shall agree in writing the qualification criteria for the document reviewers for the Project, such qualifications may

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include a requirement for the document reviewers to be in possession of a valid Bar license. Once qualification criteria have been determined, KLDiscovery shall use reasonable endeavours to provide a selection of candidates for Client to choose for the Project. The Client shall select the individuals for the Project in writing (email is sufficient). Following selection, KLDiscovery shall confirm with each document reviewer the commencement date and expected duration of the Project (the "Document Review Project"). The Client acknowledges that some or all of the chosen document reviewers may not accept the offer of a place on the Document Review Project due to factors outside KLDiscovery's control, including but not limited to delays in selection, the document reviewer accepting alternative projects with other eDiscovery providers or choosing to decline for personal reasons.

3.2. Prior to commencement of the Document Review Project, the Client shall provide the written review protocol for the Document Review Project, which shall specify in sufficient detail the aims of the Project, document selection criteria, coding and production requirements and any other criteria to enable the document reviewers to understand the Project and the specific requirements of the Client ("Review Protocol").

3.3. KLDiscovery's review managers shall act at all times as the liaison between the Client and the document reviewers and shall monitor the output of the document reviewers throughout the life of the Document Review Project. On request, or on pre-agreed intervals, KLDiscovery shall provide an overview of the Document Review Project and document output, including statistics or other information applicable to the performance of each document reviewer. The KLDiscovery review manager shall establish communication protocols with the Client including a Q&A document to provide additional guidance from the Client relating to the Review Protocol and overall Document Review Project. The Client can make a request to the review manager, at any time, for a replacement of any document reviewer or seek additional capacity and KLDiscovery shall use reasonable endeavours to provide further individuals for selection by the Client.

3.4. The Client must ensure at all times that the Document Review Project is supervised by a licensed attorney with an attorney-client relationship with the ultimate end-client, or if the Client is using its in-house legal team, supervision from the general counsel's office.

3.5. All documents coded or reviewed by the document reviewers in the Document Review Project must be assessed or approved by the Client prior to final production, such assessment or approval may be made by a quality control process whereby a selection or proportion of documents are reviewed by the Client for accuracy as to coding by the document reviewers. In cases where the Client does not approve of any coding, KLDiscovery and Client shall agree to any remedial process to ensure coding accuracy for any subsequent assessment or review. Any complaints or objections to any of the coding performed by KLDiscovery have to be made no later than ten (10) days after the work was reviewed by the Client.

3.6. The Document Review Project shall be conducted, at KLDiscovery's election, within KLDiscovery's premises or remotely by the document reviewers contracted for the Document Review Project. Where document review consultants work remotely, KLDiscovery shall ensure that all of the document reviewers have agreed to provide their services pursuant to KLDiscovery's remote working guidelines for document reviewers. In the event such remote locations and reviews are used, all Client and/or Firm confidentiality will continue to be maintained, and KLDiscovery continues to represent and warrant that it will employ appropriate technical and organizational measures to safeguard Client Data in its possession against accidental loss, damage or destruction, and will take all reasonable steps to ensure reliability of its employees or representatives who have access to such Client Data including taking all necessary steps to ensure Client Data accessed by document reviewers are accessed with secure security systems and credentials.

4. Conflicts and Neutral Performance of Services

4.1. Client understands and agrees that KLDiscovery is not a law firm, the Services do not constitute legal advice or expert opinion and Client or the Firm will remain exclusively and directly responsible for any legal opinions or legal strategy, and decisions in connection with matters for which KLDiscovery is providing Services, including the legal supervision of any document reviewers that may be contracted by KLDiscovery for the Document Review Project.

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4.2. Client acknowledges and agrees that this SOW pertains to discrete matters and does not provide a basis for precluding KLDiscovery's performance of the same or similar services to clients in the same legal or regulatory proceedings as the Client. In such instances, save in respect of any data recovery Services, KLDiscovery shall implement internal screening procedures to address the confidentiality concerns of all Parties involved but shall not be prohibited from accepting such matters.

4.3. Client acknowledges and accepts that provision of accurate and full information is required to enable KLDiscovery to perform the conflict check at the commencement of the Project, save in respect of any data recovery Services, and shall provide such details on request.

5. **Fees and Payments**

5.1. The Fees shall be as set forth in the pricing table(s) above. The Fees do not include applicable service taxes for which Client shall be responsible. All overtime for document review shall be billed at one-and-a-half (1.5x) times the above listed rates.

5.2. Client and/or Firm agrees to pay KLDiscovery all sums for provision of the Services together with any approved expenses in U.S. Dollars (USD $). In the event that the work will be performed in another country and invoiced in local currency, an exchange rate will be agreed upon prior to KLDiscovery performing such services and shall apply to all future invoices under the SOW. KLDiscovery will invoice Client and/or Firm on a calendar monthly basis in arrears and Client and/or Firm shall remit payment within Net 30 days from invoice date. Fees are non-refundable and based on Services purchased and not actual usage (except for Fees based on volume in the case of overage Fees). Client expressly agrees that payment to KLDiscovery for Services rendered is not contingent on the outcome of the Project or on Firm's receipt of payment from Firm's Client.

5.3. Client understands that, in the event of non-payment of invoices, KLDiscovery: (i) reserves the right to suspend performance of, and/or terminate, its Services, including the availability of its software and platforms at any time; and/or (ii) charge interest on late payment in the amount of 1.50% per month, or the maximum percentage allowable under state law, whichever is greater. The Client shall pay all costs of collection of unpaid debts, including, without limitation, reasonable legal fees.

5.4. Where KLDiscovery is engaged by a Firm for Services ultimately rendered for Firm's Client and Firm's Client is not a signatory to this SOW, Firm represents that it has obtained the authority from Client to bind Client under and according to the terms of this SOW, including the terms to honor all invoices presented by KLDiscovery for work performed under this SOW.

5.5. Firm and/or Client will notify KLDiscovery in writing of any disputed fees within ten (10) days of invoice date, otherwise KLDiscovery's invoices shall be deemed payable in full. If Firm is to submit invoices to Client on behalf of KLDiscovery, Firm has 10 days to review the invoice and advise KLDiscovery of any discrepancies, after which, Firm shall promptly submit invoices directly to Client and shall certify upon request by KLDiscovery that the invoice has been sent. Upon notice of such disputed fees, the Parties reserve a thirty (30) day period for validation of the disputed fee or cure of any claimed and validated defect. Thereafter, the initial invoice or an updated invoice shall be issued to Client.

5.6. In the event that the Project continues for a period longer than 12 (twelve) months following the Effective Date and for each 12 (twelve) month period thereafter, unless otherwise agreed with the Client, KLDiscovery's fees set out in the pricing table shall increase by the greater of: (i) 5%, or (ii) the annual % increase in the rate of CPI/RPI, in order to reflect current market conditions and inflation. Any other pricing adjustment to this SOW can be made in either a written addendum or through email approval between the Parties.

5.7. Instructions from Client relating to Project closure shall not be processed until all outstanding invoices have been paid by Client. In the event of any overpayment by Client and/or unallocated cash balances relating to invoices delivered by KLDiscovery, such funds can be used by KLDiscovery without limit for payment of any invoices that are due and payable by the Client.

6. **Ownership and Proprietary Rights**

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6.1. KLDiscovery and/or its licensors own and shall retain all and any Intellectual Property Rights in the KLD IP, including without limitation, the Review Platform. Client may not at any point assert any ownership over any of the KLD IP including, without limitation, the Review Platform. Except for the limited right to use the Review Platform as specified this SOW, nothing in this SOW shall be construed as granting Client or any third party any right, title, or interest in or to the Review Platform or any other KLD IP.

6.2. Client retains all and any intellectual property rights in Client Data and Client IP. KLDiscovery hereby assigns, including present assignment of future copyright, to Client, any and all intellectual property rights in any Client IP created through the Services and waives all moral or paternity rights that may exist in any Client IP. KLDiscovery shall only use Client Data to provide the Services to Client. Notwithstanding this, KLDiscovery may additionally use Client Data in its test environment during the term of the SOW to assess specific features and functionality of new enhancements to the Services.

6.3. KLDiscovery represents and warrants that: (i) it owns the software and technology used in the performance of the Services including KLD IP; and/or (ii) it has all the necessary licenses or consents from the relevant licensors on such terms to enable it to perform the Services; and (iii) neither the provision of the Services nor use of any KLD IP shall infringe, misappropriate or otherwise violate any third-party Intellectual Property Rights. KLDiscovery shall defend, indemnify and hold Client harmless against any and all third-party claims, resulting damages and costs, including reasonable legal fees and disbursements, resulting from a direct breach of the representations set out in this clause. If Client's use of the Review Platform or other Services is subject to legal proceedings, or if KLDiscovery reasonably believes such use could be subject to legal proceedings, KLDiscovery may choose to either modify the Review Platform or other applicable Services to be non-infringing (while substantially preserving its utility and functionality) or obtain a licence to allow for continued use of the Review Platform or other Services. If neither of these alternatives are available, KLDiscovery shall select another Review Platform and migrate Client Data to that Review Platform to ensure continuity of service to Client.

6.4. KLDiscovery will not be liable, or required to indemnify, defend or hold harmless Client, for claims based upon or arising from: (a) the use or combination of the Review Platform or other Services with software, hardware, or other materials not provided by KLDiscovery; (b) any unintended use or misuse of the Review Platform or other Services, whether or not explicitly in violation of this SOW; (c) any modification or alteration of any of the Review Platform or other Services; or (d) use of the Review Platform or other Services by anyone other than Users permitted to use the Review Platform and other Services.

6.5. No License or Immunity Unless Expressly Granted. NO LICENSE, NON-ASSERT OR IMMUNITY IS GRANTED BY EITHER PARTY HERETO TO THE OTHER PARTY, EITHER DIRECTLY OR BY IMPLICATION, ESTOPPEL OR OTHERWISE, OTHER THAN AS EXPRESSLY PROVIDED IN THIS SOW.

7. **Representations and Warranties**

7.1. Client and/or Firm each represents and warrants that: (i) it shall not use the Services or any Review Platform provided by KLDiscovery to input, upload, transmit, or otherwise provide any information or materials that are unlawful, contrary to Applicable Law or infringes the Intellectual Property Rights of any third party; (ii) it will use commercially reasonable practices, including the use of anti-virus software, malware protection software, and virus scans, to ensure any devices or media carriers provided to KLDiscovery do not contain any virus, worm, malware, or other malicious code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any: (a) computer, software, firmware, hardware, system, or network; or (b) application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby including on any Review Platform or other KLDiscovery systems; and (iii) all instructions given to KLDiscovery shall be lawful and in compliance with applicable law.

7.2. In respect of: (i) any individual who is requested to provide Client Data to KLDiscovery; or (ii) any website, social media account or other third party controlled data source from whom KLDiscovery is instructed to collect Client Data; the Client has all necessary legal permissions to enable KLDiscovery to collect such Client Data from any device, media carrier or equipment used by such individual or website, social media account or other third party

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controlled data source and that such legal permission expressly covers the Services to be provided by KLDiscovery. Client shall indemnify and keep indemnified KLDiscovery from all third-party claims made against KLDiscovery relating to any breach or alleged breach of Client's representations set out in Sections 7.1 and 7.2.

7.3. Notwithstanding anything to the contrary herein, KLDiscovery shall not be responsible for delays or damage caused by Client's failure to inform KLDiscovery of special conditions attendant to forensic imaging and other Services related to the Client Data, including but not limited to: (1) failing hard drives; (2) electrical problems; or (3) encryption, drive overlay, or other impediments to access not explicitly disclosed to KLDiscovery.

7.4. KLDiscovery warrants that Services: (i) shall be performed so as to materially comply with any published specifications of this SOW if applicable; and (ii) will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards.

7.5. Each Party hereby represents and warrants that it has the full right, power, and authority to enter into this SOW and perform its duties and obligations hereunder.

7.6. EXCEPT AS EXPRESSLY SET FORTH IN THIS SOW, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE TO THE MAXIMUM EXTENT PERMITTED BY LAW. KLDISCOVERY DOES NOT WARRANT ANY PARTICULAR RESULT OR CONCLUSION, NOR THAT ITS ANALYSIS WILL RESULT IN, OR CONTRIBUTE TO, ANY PARTICULAR DECISION IN A LEGAL PROCEEDING OR CONTROVERSY.

8. Term and Termination

8.1. This SOW shall commence on the Effective Date and continue until either terminated or until the Project has completed. Client may terminate this SOW for its convenience by providing thirty (30) days written notice (including via email) to its designated project manager listed above.

8.2. Each Party may terminate this SOW for any material breach if the breach is incapable of remedy or for any remediable breach that remains uncured for a period of five (5) days after notice from one Party to the other. A material breach shall include failure of the Client to make payments in accordance with this SOW.

8.3. Unless due to default by KLDiscovery, in the event of termination, Client shall pay KLDiscovery for all Services performed up to and including the date of termination, including hosting fees plus any fees necessary to facilitate the export or return of Client Data to Client. Hosting fees shall be charged at a full month rate for the final month of hosting irrespective of the date of termination and shall not be pro-rated.

8.4. Upon any termination or expiration of this SOW, KLDiscovery may provide Client with continued access to the Services for a period of up to thirty (30) days to facilitate the retrieval of Client Data by Client or to enable KLDiscovery to make a final production of Client Data to Client in accordance with the applicable pricing for such services in the pricing table above. After such 30-day period, KLDiscovery shall have no obligation to maintain or provide access to any Client Data and shall thereafter, unless legally prohibited, delete Client Data from its systems.

8.5. Unless storage terms are agreed for physical media, KLDiscovery shall return original Client physical media within thirty (30) days of processing to the address listed on this Agreement for the Client or to a custodian address designated by the Client. In the event that KLDiscovery retains the original Client physical media following termination or expiry of the Project, KLDiscovery shall securely destroy the physical media without any further notice to the Client unless otherwise prohibited by Client direction or by law, in which case Client shall be obligated for costs concerning such storage of the physical media.

8.6. The following sections survive any expiration or termination of this SOW: 3 - 18.

9. Data Privacy

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9.1. KLDiscovery shall comply with applicable data privacy laws and the documented instructions of Client regarding the collection, hosting and processing of Personal Data. KLDiscovery agrees to limit the collection and use of any Personal Data disclosed hereunder except to the extent necessary to perform the Services for which it has contracted for hereunder or as otherwise agreed under this SOW.

9.2. Client represents and warrants that: (i) it has the right to disclose the Personal Data to KLDiscovery and permit KLDiscovery to collect, host, process and produce the Personal Data for the purposes set out in this SOW, or as otherwise instructed by the Client; (ii) such Personal Data is furnished for a lawful purpose and in accordance with all applicable laws including data privacy laws, regulations and company policies; and (iii) the Client has the appropriate legal basis for processing Personal Data provided to KLDiscovery, including any required permissions from individuals and/or any relevant government or regulatory body. It is acknowledged that the Client shall have sole responsibility for the accuracy, quality, integrity and reliability of any Personal Data and of the means by which it acquired such Personal Data.

9.3. Client acknowledges that the Personal Data may be transferred, accessed, stored and processed in the United States and/or other countries in order to carry out the Services and by using the Services consents to such transfer, processing and use of Personal Data by KLDiscovery. In the event Personal Data under the SOW may be transferred, accessed, stored and processed from the European Economic Area ("EEA"), United Kingdom, and/or Switzerland, the applicable Data Processing Schedule ("DPA Schedule") will be noted on page 1 of this SOW and shall govern such processing.

9.4. KLDiscovery represents and warrants that: (i) it will implement appropriate technical and organizational measures to safeguard Personal Data in its possession against accidental loss, damage or destruction, and will take all reasonable steps to ensure such security and the reliability of its employees or representatives who have access to such Personal Data; (ii) unless otherwise instructed by Client, it will not retain, use, or disclose any Personal Data for any purpose other than the provisioning of any Services as contracted for hereunder, deleting all copies of the Personal Data within a reasonable time after the Services end; (iii) it will comply with applicable data privacy laws and regulations; (iv) it will not disclose Personal Data to any third party except as compelled by applicable law or regulation, or with Client or Firm's prior agreement; (v) it will provide Client with reasonable assistance in giving effect to the rights of individuals with respect to the Personal Data under applicable law or regulation; and (vi) it will make available to Client information reasonably necessary to enable Client to demonstrate compliance with applicable law or regulation, to the extent that such information is available to KLDiscovery.

10. **Data Privacy regarding Contact Data**

10.1. Client and/or Firm employee contact details, such as name, email address, employer information and work history with KLDiscovery shall be processed by KLDiscovery for contract administration and provision of the Services. All processing by KLDiscovery shall be undertaken pursuant to the KLDiscovery Privacy Policy (www.kldiscovery.com/privacy-policy/).

10.2. In the event that personal details of other individuals are provided to KLDiscovery to enable KLDiscovery to provide the Services, Client confirms that it has the appropriate legal basis to provide their personal data to KLDiscovery for this purpose. Client acknowledges that KLDiscovery shall directly confirm to such individuals within a reasonable time of receipt that KLDiscovery received their contact details from the Client.

10.3. To the extent applicable and where Client has provided KLDiscovery written of notice of the possibility of such application, the Parties agree: (i) the provisions of this section shall apply to Client's contact information and (ii) the Parties have read and understand the requirements of the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq.

11. **Confidentiality**

11.1. In the performance of this SOW, the Parties will have access to Confidential Information. The Party disclosing such information under this SOW is referred to as "Disclosing Party" and the Party receiving such information is referred to as the "Receiving Party".

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11.2. Receiving Party agrees, with respect to such Confidential Information to: (i) use such Confidential Information only for the purposes of carrying out its obligations pursuant to this SOW; (ii) to use the same methods and degree of care to prevent disclosure of such Confidential Information as it uses to prevent disclosure of its own Confidential Information but in no event less than reasonable care; and (iii) to disclose Confidential Information to its employees and/or Users only on a need-to-know basis so long as such employees and/or Users have signed confidentiality agreements with the Receiving Party containing provisions no less stringent than required in this SOW or are otherwise bound by equivalent obligations of confidentiality. Each Party's obligation to ensure the confidentiality of Confidential Information under this SOW shall continue for a period of five (5) years, or with respect to trade secrets or Client Data, until the information is no longer deemed confidential by Disclosing Party.

11.3. Confidentiality obligations shall not apply to any information which (i) enters the public domain through no fault of Receiving Party; (ii) which was known to Receiving Party prior to receipt from Disclosing Party; (iii) which is disclosed to Receiving Party by a third party which in making such information available to Receiving Party is not in violation of any confidentiality obligation to the Disclosing Party; or (iv) which is independently developed by Receiving Party.

11.4. In the event that Receiving Party is served with a subpoena, request for information, or documents of similar legal process ("Request"), Receiving Party will provide the Disclosing Party with prompt notice of the Request and will aid, where possible, the Disclosing Party in seeking a Protective Order or otherwise seeking to limit or protect such Confidential Information and/or documents from disclosure. Should KLDiscovery be required to respond to such Request by way of producing documents or providing testimony in connection with the Project, Client agrees to compensate KLDiscovery for all costs and expenses including reasonable attorney's fees and disbursements resulting from such action. This includes without limitation paying KLDiscovery's hourly rates for responding to discovery Requests and preparing for and testifying in depositions, administrative proceedings and at trial.

11.5. In addition to the foregoing, the Parties acknowledge that the Services being performed may be for purposes of legal consultation, advice, litigation or other legal matters. Therefore, where applicable, the Parties intend that all work performed by KLDiscovery and any communications it receives from Firm or Client, or at their direction, shall be treated as confidential and protected by the attorney-client and attorney work product privileges.

12. **Indemnity Control**

12.1. In respect of any indemnity set out in this SOW, the Indemnified Party shall provide the Indemnifying Party with prompt written notice of any claim and shall cooperate with the Indemnifying Party in good faith and in all reasonable respects in connection with the defense of any such action at the expense of the Indemnifying Party. The Indemnifying Party shall have sole control of the defense of the claim. The Indemnified Party may, at its option, participate in the defense in any such claim, with its separate counsel and at its own cost, and the Indemnifying Party agrees to cooperate in good faith and in all reasonable respects with such counsel. The Indemnified Party shall not compromise or settle any claim without the prior written consent of the Indemnifying Party. The Indemnifying Party shall have full rights to settle any claim provided that such settlement shall provide a full release of liability for the Indemnified Party.

13. **Limitation of Liability**

13.1. Nothing in this SOW excludes or restricts either Party's liability for gross negligence or wilful misconduct or to the extent prohibited by law. Subject as aforesaid, in no event will either Party be liable for: (i) indirect, special, incidental, consequential, or punitive damages; and/or (ii) loss of profits, arising from the Services, whether based on contract, tort, strict liability, warranty, or other legal theory, arising out of this SOW, even if the Party suffering the loss has been advised of the possibility of such damages.

13.2. The total liability of either Party to the other under this SOW, including in any indemnity, shall in no event exceed: (i) in respect of any claims for intellectual property infringement, breaches of data protection, or breaches of confidentiality, a total of $5,000,000 (five million) in respect of each claim or series of related claims; or (ii) in respect of any other liability, a total of 2 (two) x fees paid by the Client to KLDiscovery in the 12 (twelve) months prior to the claim, or $100,000, whichever is greater.

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14. **Uncontrollable Circumstances**

14.1. Except for the obligation to make payments, nonperformance of either Party shall be excused to the extent that such performance is hindered, delayed, rendered impossible, or made impracticable by: (a) the acts or omissions of the other Party; (b) flood, fire, strike, war, or riot; (c) any other cause (whether similar or dissimilar to those listed) beyond the reasonable control of that Party. Upon the occurrence of any such event(s), the Party whose performance is so affected shall notify the other Party of the nature and extent of the event(s) so that decisions to mitigate the negative effect(s) of such event(s) may be promptly made.

15. **General**

15.1. If any provision of this SOW is in violation of any applicable law, such provision shall to such extent be deemed null and void, and the remainder of this SOW shall remain in full force and effect.

15.2. The failure of either Party to enforce this entire SOW or any single provision thereof at any time shall not be deemed a waiver of such provision, or any other provision, or of the right of such Party thereafter to enforce such provision in accordance with the terms of this SOW.

15.3. Each Party is acting as an independent contractor and neither this SOW nor any subsequent executed hereto shall be construed as creating a partnership, joint venture or agency relationship among the Parties.

15.4. Neither Party may assign this SOW or any of its rights or obligations hereunder without the express written consent of the other Party. Notwithstanding the foregoing, either Party may assign this SOW in its entirety, without consent of the other Party, in connection with a merger, corporate re-organization, sale of substantially all of its assets or similar transaction.

15.5. This SOW, together with the exhibits or other documents referred to herein, constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous oral or written agreements. Modification of this SOW shall only be effective if in writing and signed by an authorized agent of the Parties.

15.6. All notices and demands hereunder shall be in writing and shall be served by personal service or by mail at the address of the receiving Party as reflected on the SOW. All notices or demands by mail shall be sent by certified or registered mail, return receipt requested, or by nationally recognized private express courier, and shall be deemed to have been duly given three (3) days subsequent to being sent.

15.7. Client grants to KLDiscovery the right to use and display Client's name, logo, trademark, and trade names ("Client Marks") on its websites and in other promotional, reference and marketing materials solely to identify Client as a customer or User of the Services. All use of the Client Marks will be in accordance with any Client usage guidelines. Client Marks shall not be modified or misrepresented or appropriated in any way. Upon written request from the Client, usage of the Client Marks shall cease and to the extent feasible such Client Marks shall be removed from any marketing materials.

16. **Governing Law and Dispute Resolution**

16.1. The SOW shall be governed by the laws of the State of Minnesota. Each party, on behalf of itself and its Affiliates, further agrees that any legal suit, action or proceeding arising out of or relating to this SOW shall be commenced in a federal court in the District of Minnesota or in state courts with jurisdiction over Hennepin County, Minnesota, and each party hereto irrevocably submits to the exclusive jurisdiction of such courts. In the event of any controversy or claim between KLDiscovery and Client, each Party shall bear its own costs in connection therewith, except as otherwise set forth in this SOW.

17. **U.S. Government Restricted Rights and Sanctions; State Privacy Law**

17.1. In the event the Federal Acquisition Regulations (FAR) or DFARS is applicable to this SOW, the Services are provided only with Restricted Rights as defined in paragraph 52.227-19 and additionally restrictions set forth in paragraph 252.227-7013(c) 252.227-7014(a)(15), and 7014(b)(3), (including any comparable or successor clause to any of the above), as applicable.

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17.2. Financial Action Task Force Reporting. The Financial Action Task Force ("FATF") is a global standard setting body for anti-money laundering and combating the financing of terrorism (AML/CFT). In order to protect the international financial system from money laundering and financing of terrorism (ML/FT) risks and to encourage greater compliance with the AML/CFT standards, the FATF identified jurisdictions that have strategic deficiencies and works with them to address those deficiencies that pose a risk to the international financial system. That list can be found at http://www.fatf-gafi.org/countries/#high-risk, and, https://www.fatf-gafi.org/en/publications/High-risk-and-other-monitored-jurisdictions/increased-monitoring-october-2024.html.

17.3. In compliance with FATF regulations and to further its goals, KLDiscovery requires that Client notify KLDiscovery if their matter involves nations named on the FATF list or companies doing business within those nations. Client, then, agrees that if the matter or matters covered by this SOW involve nations named on the FATF list or companies doing business within those nations with regard to the matter or matters, it shall so report that to KLDiscovery, and that KLDiscovery will not engage in said matter or matters.

17.4. The Client shall notify KLDiscovery in the event that processing of Client Data is subject to the California Consumer Privacy Act of 2018 ("CCPA") as codified at Cal. Civ. Code Part 4, Division 3, Title 1.81.5 Section 1798.100 et. seq., as amended or supplemented from time to time, and the California Privacy Rights Act of 2020 ("CPRA") as codified at Cal. Civ. Code Part 4, Division 3, Title 1.81.5 Section 1798.100 et. seq. and operative January 1, 2023, as amended or supplemented from time to time ("California Personal Data"), where Client acts as a "Business" or a "Service Provider" with respect to Client Personal Data and KLDiscovery acts as a "Service Provider" of California Personal Data. If such notice is given, KLDiscovery shall abide by the processing requirements, rights and obligations concerning such processing under the CCPA and CPRA.

17.5. The Client shall notify KLDiscovery in the event that processing of Client Data is subject to the Virginia Consumer Data Protection Act, Va. Code, 59.1-571 et seq. ("VCDPA") as amended or supplemented from time to time where Client acts as a controller or processor of Virginia Personal Data and KLDiscovery acts as a processor of the Virginia Personal Data. If such notice is given, KLDiscovery shall abide by the processing requirements, rights and obligations concerning such processing under the VCDPA.

17.6. The Client shall notify KLDiscovery in the event that processing of Client Data is subject to any other state data privacy law to ensure KLDiscovery is aware of any legal requirements or prohibitions concerning Client Data.

18. **Sanctions Compliance**

18.1. Client agrees to comply fully with all Sanctions laws and regulations relating to the prohibition of sales of products and services to designated states or jurisdictions, individuals or companies to assure that the review platform is not used by any individuals or companies or in any country or territory, that, is, or whose government is, the subject of Sanctions at the time of access to the review platform, or in any other manner that would result in a violation of Sanctions by any individuals or companies. By accessing and using the review platform, Client is agreeing to the foregoing and representing and warranting it is not located in, under the control of, or a national or resident of any such country on any Sanctions list.

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KLDiscovery Discovery Services • US • Statement of Work

Acceptance and Authorization

By signing below as an authorized representative, you authorize KLDiscovery to immediately proceed with the Project as defined under this SOW, subject to the terms of this SOW which you have read and understand.

Client	Cumulus Media		
Contact Name	Richard S Denning	Title	EVP + GC
Signature	Richard S Denning	Date	10/24/25
Law Firm	Hogan Lovells LLP		
Contact Name	Charles Loughlin	Title	Partner
Signature	Charles Loughlin	Date	10/24/2025
KLDiscovery Ontrack, LLC			
Contact Name	Shannon Gaughan	Title	Counsel
Signature	Signed by: Shannon Gaughan A20DB4667B8A468...	Date	10/24/2025

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KLDiscovery

STATEMENT

KLDiscovery Ontrack, LLC
9023 Columbine Rd.
Eden Prairie, MN 55347
Phone: [redacted]

Bill To Customer:
Cumulus Media
3280 Peachtree Rd NE, Ste 2200
Atlanta, GA 30305
US

Statement Date: 4/9/2026
Customer Number: [redacted]4686
Job Number: [redacted]5506
PO Number:
Matter Reference: [redacted]

Account Manager: [redacted]

Net Payment Terms: N30

Invoice	Invoice Date	Service From Date	Service To Date	Due Date	Submission Date	Days Past Due Date	Invoice Amount
1001000118287	02/12/2026	01/01/2026	01/31/2026	03/14/2026	02/20/2026	26	$ 29,530.61
1001000121325	02/28/2026	02/01/2026	02/28/2026	03/30/2026	03/10/2026	10	$ 14,133.15
1001000125443	04/03/2026	03/01/2026	03/05/2026	05/03/2026		0	$ 2,205.38
1001000125456	04/03/2026	03/06/2026	03/31/2026	05/03/2026		0	$ 11,467.03

Account	Job Number	Matter Name	Currency	Grand Total
[redacted]4686	[redacted]5506	[redacted]	USD	$ 57,336.17

Please Send Remittance to:
[redacted]

Remit-to Address:
[redacted]

Contact Email:
[redacted]

Via US Mail to:
[redacted]

Via Courier to:
[redacted]

KLDiscovery

9023 Columbine Road
Eden Prairie, MN 55347
United States
[redacted] Fax

INVOICE REPRINT

Invoice Number: 1001000118287
Invoice Date: 02/12/2026
Service Dates: 01/01/2026 - 01/31/2026
Customer Number: [redacted]4686
Job Number: [redacted]5506
PO Number:
Matter Reference: [redacted]
Invoice Amount Due: 29,530.61 USD

Bill To Customer:
Cumulus Media
Attention: Richard Denning
3280 Peachtree Rd NE, Ste 2200
Atlanta, GA 30305
United States

Ship To Customer:
Cumulus Media
Attention: Richard Denning
3280 Peachtree Rd NE, Ste 2200
Atlanta, GA 30305
United States

Account Manager: [redacted] Payment Terms: Net 30 Days Due Date: 03/14/2026

Collections	Quantity	U Of M	Rate	Tax	Ext. Price
Collection - Web Services	[redacted]	Hour	[redacted]	0.000%	1,375.00
Total Collections					**1,375.00**

Processing	Quantity	U Of M	Rate	Tax	Ext. Price
Selective ESI Processing-Data Ingestion	[redacted]	GB	[redacted]	0.000%	4,093.35
Selective ESI Processing - Processing Responsive Data	[redacted]	GB	[redacted]	0.000%	5,414.50
Data Processing Storage	[redacted]	GB / Month	[redacted]	0.000%	2,916.00
Total Processing					**12,423.85**

Hosting	Quantity	U Of M	Rate	Tax	Ext. Price
Active Hosting - Relativity	[redacted]	GB / Month	[redacted]	0.000%	11,176.00
User Access - Relativity	[redacted]	User / Month	[redacted]	0.000%	300.00
Total Hosting					**11,476.00**

Professional Services	Quantity	U Of M	Rate	Tax	Ext. Price
Professional Services - Project Management	[redacted]	Hour	[redacted]	0.000%	3,815.00
Professional Services - Technical Solutions	[redacted]	Hour	[redacted]	0.000%	1,995.00
Total Professional Services					**5,810.00**

Subtotal	**31,084.85**	**USD**
Discount	**-1,554.24**	**USD**
Tax(0.000%)	**0.00**	**USD**
Invoice Amount Due	**29,530.61**	**USD**

Please Send Remittance to

Electronic Payment Instructions:
[redacted]

Remittance Address:
[redacted]

Sales tax, if applicable, on this invoice varies by item and is based on specific state tax regulations. Certain items are fully or partially exempt from sales tax. All Invoice and payment inquiries should be sent to [redacted], which is our preferred method. To speak with a KLD representative, please call [redacted]

KLDiscovery

9023 Columbine Road
Eden Prairie, MN 55347
United States
[redacted] Fax

INVOICE REPRINT

Invoice Number: 1001000121325
Invoice Date: 02/28/2026
Service Dates: 02/01/2026 - 02/28/2026
Customer Number: [redacted]4686
Job Number: [redacted]5506
PO Number:
Matter Reference: [redacted]
Invoice Amount Due: 14,133.15 USD

Bill To Customer:
Cumulus Media
Attention: Richard Denning
3280 Peachtree Rd NE, Ste 2200
Atlanta, GA 30305
United States

Ship To Customer:
Cumulus Media
Attention: Richard Denning
3280 Peachtree Rd NE, Ste 2200
Atlanta, GA 30305
United States

Account Manager: [redacted] Payment Terms: Net 30 Days Due Date: 03/30/2026

Processing	Quantity	U Of M	Rate	Tax	Ext. Price
Data Processing Storage	[redacted]	GB / Month	[redacted]	0.000%	2,916.00
Total Processing					**2,916.00**

Hosting	Quantity	U Of M	Rate	Tax	Ext. Price
Active Hosting - Relativity	[redacted]	GB / Month	[redacted]	0.000%	11,176.00
User Access - Relativity	[redacted]	User / Month	[redacted]	0.000%	300.00
Total Hosting					**11,476.00**

Professional Services	Quantity	U Of M	Rate	Tax	Ext. Price
Professional Services - Project Management	[redacted]	Hour	[redacted]	0.000%	350.00
Professional Services - Technical Solutions	[redacted]	Hour	[redacted]	0.000%	135.00
Total Professional Services					**485.00**

Subtotal	**14,877.00**	**USD**
Discount	**-743.85**	**USD**
Tax(0.000%)	**0.00**	**USD**
Invoice Amount Due	**14,133.15**	**USD**

Please Send Remittance to

Electronic Payment Instructions:
[redacted]

Remittance Address:
[redacted]

Sales tax, if applicable, on this invoice varies by item and is based on specific state tax regulations. Certain items are fully or partially exempt from sales tax. All Invoice and payment inquiries should be sent to [redacted], which is our preferred method. To speak with a KLD representative, please call [redacted].

KLDiscovery

9023 Columbine Road
Eden Prairie, MN 55347
United States
[redacted] Fax

INVOICE

Invoice Number: 1001000125443
Invoice Date: 04/03/2026
Service Dates: 03/01/2026 - 03/05/2026
Customer Number: [redacted]4686
Job Number: [redacted]5506
PO Number:
Matter Reference: [redacted]
Invoice Amount Due: 2,205.38 USD

Bill To Customer:
Cumulus Media
Attention: Richard Denning
3280 Peachtree Rd NE, Ste 2200
Atlanta, GA 30305
United States

Ship To Customer:
Cumulus Media
Attention: Richard Denning
3280 Peachtree Rd NE, Ste 2200
Atlanta, GA 30305
United States

Account Manager: [redacted] Payment Terms: Net 30 Days Due Date: 05/03/2026

Processing	Quantity	U Of M	Rate	Tax	Ext. Price
Data Processing Storage	[redacted]	GB / Month	[redacted]	0.000%	470.30
Total Processing					**470.30**

Hosting	Quantity	U Of M	Rate	Tax	Ext. Price
Active Hosting - Relativity	[redacted]	GB / Month	[redacted]	0.000%	1,802.40
User Access - Relativity	[redacted]	User / Month	[redacted]	0.000%	48.75
Total Hosting					**1,851.15**

Subtotal	**2,321.45**	**USD**
Discount	**-116.07**	**USD**
Tax(0.000%)	**0.00**	**USD**
Invoice Amount Due	**2,205.38**	**USD**

Please Send Remittance to

Electronic Payment Instructions:
[redacted]

Remittance Address:
[redacted]

Sales tax, if applicable, on this invoice varies by item and is based on specific state tax regulations. Certain items are fully or partially exempt from sales tax. All Invoice and payment inquiries should be sent to [redacted], which is our preferred method. To speak with a KLD representative, please call [redacted].