

## ADVERTISING SERVICES AGREEMENT

This Advertising Services Agreement (this “**Agreement**”) is entered into as of the date of later signature below (“**Effective Date**”) by and between [Gannett Entity], with offices at [Insert Local Address] (“**Publisher**”) and [Advertiser Name], with offices at [Insert Local Address] (“**Advertiser**”). Subject to these Standard Terms and Conditions (the “**Standard Terms**”), Advertiser desires to procure from Publisher, and Publisher desires to sell to Advertiser, on behalf of itself and/or its affiliates identified in this Agreement, the advertising services described in this Agreement (each a “**Service**”). Advertiser may purchase any of the Services described in this Agreement from time to time by submitting insertion order forms to Publisher that reference this Agreement and the applicable Service(s) to be purchased and contain other applicable terms and conditions (each an “**Order**”).

1. **Addendums and Orders.** In addition to the terms set forth in these Standard Terms, Advertiser’s purchases of Services from Publisher under this Agreement are subject to the terms and conditions set forth in the applicable Service-specific addendum to this Agreement (each an “**Addendum**”). The details regarding Advertiser’s purchase of a particular Service (e.g., run dates, ad sizes, etc.) will be described in an Order. Multiple Orders may be executed under this Agreement for a single type of Service.

2. **Term.** The term of this Agreement will commence as of the Effective Date and shall continue in effect unless and until terminated as set forth herein (“**Term**”).

3. **Economic Terms.**

3.1. **Fees.** Fees for each Service purchased by Advertiser hereunder will be calculated based on Publisher’s (or its affiliates’, if applicable) standard rate card for such Service (“**Standard Rates**”). Notwithstanding the foregoing, if Advertiser is committing to an annual spend amount or making other firm commitments (e.g., placement, frequency and/or volume commitments), as further specified in Advertising Commitment (each a “**Commitment**”), Publisher and Advertiser may agree that Advertiser is entitled to discounts off of the Standard Rates on Services purchased in satisfaction of such Commitment. Any such discounts will be reflected in Advertising Commitment (or in adjusted rate cards attached to Advertising Commitment).

3.2. **Payment.** Publisher will invoice Advertiser on a monthly basis, and payment is due within thirty (30) days of invoice date. If Advertiser fails to timely pay, Publisher may suspend the provision of services hereunder or immediately terminate this Agreement. Advertiser agrees to reimburse Publisher for all expenses incurred by Publisher in connection with the collection of amounts payable, including court costs and attorneys’ fees. If this Agreement is terminated due to Advertiser’s failure to timely pay, Publisher may rebill the Advertiser for the outstanding balance due at the open or earned contract rate, whichever is applicable, and all discounts shall be forfeited. All deliverables will be the property of Publisher until payment in full is received.

3.3. **Expenses.** All expenses related to the delivery of Advertiser Content or other materials to Publisher and the return of such materials by Publisher (if return is directed in writing by Advertiser) shall be paid by Advertiser. Publisher may dispose of any advertising materials delivered to it unless acceptable prepaid return arrangements have been made.

3.4. **Taxes.** In the event that any federal, state or local taxes are imposed on Advertiser’s use of the Services hereunder, such taxes shall be assumed and paid by Advertiser.

3.5. **Late Payment.** If any amount is not paid by Advertiser when due, such amount shall bear interest at the rate of twelve percent (12%) per annum or the maximum amount permitted by law (whichever is lower), computed from the original due date until paid.

3.6. **Credit Check.** The terms of this Agreement may be subject to a satisfactory credit check on Advertiser (and/or Agency, as defined below). Publisher may request advance payment for any advertisement(s) or other material provided by Advertiser or Agency if periodic credit checks are not satisfactory.

3.7. **Billing/Credits.** Any claims by Advertiser for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within ninety (90) days of the invoice date or the claim will be waived. In the event Advertiser is entitled to a credit due to overpayment of an invoice, Advertiser must use the credit within ninety (90) days of issuance or the credit will be forfeited. No cash refunds will be provided for any credit earned by the Advertiser. All credits earned will be for the benefit of Advertiser.

4. **Advertising Materials.**

4.1. **Content.** Advertiser may, from time to time, provide Publisher with advertising materials, including, without limitation, text, data, video, audio, images, illustrations, and graphics, trademarks, service marks, and logos (collectively, “**Advertiser Content**”) for use in connection with Publisher’s distribution of the Services purchased hereunder.

4.2. **License.** Advertiser hereby grants Publisher and its designees a non-exclusive, irrevocable, worldwide, transferable, sub-licensable right and license (i) to use, reproduce, mirror, distribute, modify, perform and display the Advertiser Content (or any portion thereof) via print and on the websites (mobile and traditional), properties, applications and/or devices described in this Agreement (including any Orders) (collectively, the “**Distribution Networks**”); (ii) to modify, copy, reformat, transmit and otherwise manipulate the Advertiser Content in connection with such display; and (iii) to use Advertiser’s name and logo in connection with providing the Services.

4.3. **Clearances.** Advertiser will be responsible, at its own cost and expense, for obtaining all clearances, authorizations, permissions, licenses, and releases (collectively, “**Clearances**”) from third parties necessary to enable Publisher to distribute the

Advertiser Content under this Section 4, including, without limitation, (i) Clearances for any of the following creative elements appearing in or otherwise displayed via the Advertiser Content: photos, video footage, music (including, without limitation, any synchronization and mechanical licenses), audio tracks, trademarks, service marks, and rights of publicity and other indicia of identity, and (ii) Clearances from any individuals or entities whose trademarks, service marks, other corporate indicia, names, voices, likenesses, and other indicia of identity may appear in any of the Advertiser Content.

**4.4. Advertiser Approval Right.** To the extent that Publisher and/or its affiliates are developing any creative or other deliverables on behalf of Advertiser under any Order (e.g., Ads, emails, social media campaigns, etc.), Advertiser will have two (2) days from receipt of any such deliverable to review and approve the deliverable. Advertiser must notify Publisher in writing of any rejection of the deliverable within two (2) days after receipt thereof or the deliverable will be deemed approved by Advertiser. Advertiser will not unreasonably withhold its approval. Only one (1) round of revisions shall be provided unless otherwise agreed by Publisher. Additional corrections or modifications will be subject to an additional charge and may result in delays in the service start date.

**5. Ownership.** All Advertiser Content or other materials furnished by Advertiser for use hereunder will remain the property of Advertiser and, subject to Section 3.3, will be returned upon request. The results of any and all work performed by Publisher, including development of advertising material, creative work, or other content for Advertiser, will be the property of Publisher. Advertiser may not modify such material or authorize the reproduction or use of such material in any medium without Publisher's prior written consent. Unless otherwise agreed by the parties, Advertiser and its affiliates may use such creative content only in the format provided by Publisher.

**6. User Information.** Any user or usage data or information collected via Publisher's Digital Properties or related to Publisher's Digital Properties, or any information collected from sites operated by Publisher's affiliates under this Agreement, shall be the property of Publisher and/or such affiliates. Advertiser shall have no rights in such information by virtue of this Agreement. Any user or usage data or information collected via the Yahoo! Properties shall be the property of Yahoo! (to the extent Advertisements are being placed on the Yahoo! Properties pursuant to the terms hereof).

## **7. Termination.**

**7.1. Termination of Agreement.** Either party may terminate this Agreement (including all Addendums entered into hereunder) upon written notice to the other party (i) at any time, if there are no current Orders then in effect under any Addendum; (ii) in the event of a material breach of this Agreement or any Order by the other party that remains uncured for a period of thirty (30) days following receipt of written notice of such breach from the non-breaching party; or (iii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to

insolvency, receivership, liquidation or assignment for the benefit of creditors, or ceases business as a going concern.

**7.2. Termination of Orders.** Publisher may terminate any Order for convenience at any time upon thirty (30) days' prior written notice to Advertiser.

**7.3. Effect of Termination.** Upon any termination of this Agreement, Advertiser shall pay to Publisher all accrued and unpaid fees for Services utilized by Advertiser through the effective date of termination. Sections 3, 4, 5, 6, 7.3, 8, 9, 10, 11 and 12, as well as any other representations, warranties or indemnification obligations under any Addendum will survive any termination of this Agreement.

## **8. Representations and Warranties; Disclaimer.**

**8.1. Advertiser Warranties.** Advertiser represents and warrants that (i) it has the full right, power and authority to grant the licenses and related rights granted herein and has acquired any and all Clearances that are necessary in connection with Publisher's exercise of such rights and licenses, (ii) the Advertiser Content is true and accurate, does not violate any law or regulation and is not misleading, defamatory, libelous or slanderous, (iii) Publisher's use of the Advertiser Content in connection with providing the Services will not infringe upon or violate the rights or property interests of any third party, including without limitation, any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any other party, or any right of privacy or publicity, and (iv) Advertiser will maintain a privacy statement on its principal website ("**Privacy Statement**") that complies with applicable law and accurately and transparently discloses its privacy practices to users of such website, including any privacy practices implicated by the undertakings contemplated by this Agreement. Advertiser will notify Publisher in writing promptly if any of the foregoing representations and warranties becomes untrue.

**8.2. Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ALL SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." PUBLISHER, ITS SERVICE PROVIDER AND ANY VENDORS SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO ADVERTISER OR ANY OTHER PERSON WITH RESPECT TO ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH ANY ADVERTISER CONTENT OR OTHER MATERIALS DISPLAYED ON ADVERTISER'S WEBSITE(S) OR THE FAILURE TO DISPLAY ANY SUCH MATERIALS ON PUBLISHER'S WEBSITE(S). PUBLISHER DOES NOT REPRESENT OR WARRANT THAT ANY SERVICES, ADS OR OTHER MATERIAL WILL BE DISPLAYED ON ANY PUBLISHER WEBSITE WITHOUT INTERRUPTION OR ERROR, AND PUBLISHER WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES INCURRED BY ADVERTISER RELATING TO THE UNAVAILABILITY OF THE INTERNET OR WEBSITE(S) ON WHICH ADVERTISER'S ADVERTISEMENTS ARE PUBLISHED. PUBLISHER MAKES NO REPRESENTATIONS OR WARRANTIES RELATING TO THE RESULTS OF SERVICES,

INCLUDING WITHOUT LIMITATION, THE NUMBER OF IMPRESSIONS, CLICK-THROUGHS, OR LEADS AND ANY PROMOTIONAL EFFECT OR RETURN ON INVESTMENT.

9. **Indemnity.**

9.1. **Indemnity.** Advertiser will indemnify and hold Publisher, Gannett Co., Inc., Yahoo! (to the extent Advertiser has selected distribution of its Ads via the Yahoo! Properties, as described in Addendum A ) any other entities that own or operate any of the Distribution Networks and each of their respective subsidiaries, affiliates, officers, directors, employees, agents, vendors, and service providers (each a “**Publisher Indemnitee**”) harmless from and against any and all suits, judgments, proceedings, claims, losses, costs and expenses (including reasonable attorneys' fees) (collectively, “**Losses**”) arising out of a third-party claim resulting from (i) the Advertiser Content other materials provided by Advertiser, or any websites or content that is linked to from any such Advertiser Content or other materials, including, without limitation, any claim such Advertiser Content or material is libelous or defamatory or violate or infringe the rights of any third party, including any patent, copyright, trademark, trade secret, or other intellectual property or proprietary rights, or any rights of privacy or publicity, or claims based on Advertiser’s willful misconduct, negligence or strict liability for a defective product; (ii) violation of any laws, rules or regulations applicable to Advertiser’s business operations, products and/or services; (iii) any actual or alleged breach of Advertiser’s representations, warranties, or obligations under this Agreement; or (iv) Advertiser’s Privacy Statement.

9.2. **Duty to Defend.** Advertiser shall defend at its own expense any claim instituted by any person or entity against a Publisher Indemnitee resulting from a claim covered by Section 9.1. The Publisher Indemnitee(s) will have the right, at its or their option, to defend such litigation jointly with Advertiser. Advertiser may not agree to any settlement that imposes any obligation or liability on a Publisher Indemnitee without such indemnitee’s prior written consent.

10. **Limitation of Liability.** EXCEPT FOR THE PARTIES INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT (IF ANY), IN NO EVENT SHALL EITHER PARTY (INCLUDING YAHOO!), TO THE EXTENT ADVERTISEMENTS ARE BEING PLACED ON THE YAHOO! PROPERTIES HEREUNDER) BE LIABLE TO THE OTHER OR ANY OTHER ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PUBLISHER’S LIABILITY ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF FEES PAID OR OWED BY ADVERTISER TO PUBLISHER HEREUNDER DURING THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. **Agencies.** If Advertiser is using an advertising agency in connection with this Agreement, Advertiser and such agency (the “**Agency**”) shall be jointly and severally liable for compliance with the terms of this Agreement and any Order. Publisher may

pursue any applicable remedies in the event of default of this Agreement (including any non-payment) against Advertiser or Agency or both without any requirement of first seeking a remedy from one or the other. This Agreement renders void any statements concerning liability which may appear on correspondence from Agency or Advertiser. Advertiser and Agency further agree that Publisher does not and will not accept orders or space reservations claiming sequential liability. The person or entity signing this Agreement on behalf of Advertiser warrants that such person or entity is duly authorized and has the full power to bind Advertiser to this Agreement and agrees to indemnify and hold Publisher, Yahoo! (to the extent Advertiser has selected distribution of its Ads via the Yahoo! Properties, as described in Addendum A ) and their subsidiaries and affiliated companies, and all of their respective employees, officers, directors, agents, successors and assigns, harmless from any and all claims, losses, damages or costs (including reasonable attorneys’ fees) arising out of a breach of the foregoing warranty. Advertiser shall be solely responsible for any commission or other payment due to Agency.

12. **Miscellaneous.**

12.1. **Consent to Receive Faxes.** Advertiser consents to receive facsimile communications from Publisher regarding its products and services at the following facsimile number(s)\_\_\_\_\_.

12.2. **Waiver/Severability.** The waiver or breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach of the same or any other term or condition. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties as expressed herein.

12.3. **Assignment.** Advertiser may not assign any of its rights and/or obligations hereunder or this Agreement without Publisher’s prior written consent. Publisher shall have the right to assign, delegate or transfer, its rights and obligations, under this Agreement, in whole or in part. Publisher shall provide written notice to Advertiser of any such assignment.

12.4. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law provisions.

12.5. **Waiver of Jury Trial.** Each party specifically waives any right to trial by jury in any court with respect to any claim against the other arising out of or connected in any way to this Agreement.

12.6. **Force Majeure.** Neither party will be liable to the other party for delays and/or defaults in its performance or commitments under this Agreement due to causes beyond its reasonable control and without its fault or negligence, including but not limited to acts of God or of the public enemy, fire or explosion, flood, earthquake, actions of the elements, war, riots, embargoes, quarantine, strikes, lockouts, disputes with workers

or other labor disturbances, or acts or requests of any governmental authority.

12.7. Electronic Contract. The following provision applies if the Agreement is accepted electronically. The Agreement is an electronic contract that sets out the legally binding terms of the Services. Advertiser (or its authorized agent) indicates acceptance of the Agreement by clicking on the "Click to E-Sign" button (or its equivalent if the electronic signature platform being used does not have a specific "Click to E-Sign" button). This action creates an electronic signature that has the same legal force and effect as a handwritten signature on a written contract under any applicable law or regulation, and is equally binding. By clicking on the "Click to E-Sign" (or equivalent) button, Advertiser (or its authorized agent) acknowledges reading and accepting the Agreement and represents, warrants and agrees that Advertiser (or its authorized agent) has the power, authority and legal right to enter into the Agreement on behalf of Advertiser.

12.8. Third Party Beneficiaries. The disclaimers and limitations of liability made by Publisher, and the representations and warranties made by Advertiser in this Agreement shall apply to Publisher's vendors, and Yahoo! (to the extent Advertisements are being placed on the Yahoo! Properties hereunder), as intended third party beneficiaries of this Agreement.

12.9. Entire Agreement. This Agreement, including any Addendums or Order(s), is the entire agreement of the parties regarding the provision of the Services and supersedes any and all prior written or oral agreements between the parties related to the subject matter hereof. This Agreement may be signed in more than one counterpart. This Agreement may not be modified except in a writing signed by both parties.

12.10. Counterparts. This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement.

## ADDENDUM A – PRINT AND ONLINE ADVERTISING

If Advertiser is purchasing (i) print advertising (“**Print Ads**”) for display in Publisher’s newspaper property(ies) (each a “**Newspaper**”), or (ii) online display advertising (“**Digital Ads**,” and collectively with Print Ads, “**Ads**”) for distribution on Publisher’s digital media property(ies) (e.g., Publisher’s website(s), Publisher’s tablet or mobile applications, digital display ads associated with the e-edition of Publisher’s newspaper, etc.) specified in the applicable Order (each a “**Digital Property**”) and/or on the Yahoo! Properties (as defined below), then the additional terms and conditions set forth in this Addendum A will apply to each Order Advertiser submits for such Ads.

1. **Rates.** Unless otherwise specified in Advertising Commitment in connection with a Commitment from Advertiser, Advertiser’s purchase of Ads for display in the Newspapers, on the Digital Properties and/or on the Yahoo! Properties will be billed at Publisher’s Standard Rates. Advertiser acknowledges that it has been provided a copy of Publisher’s standard rate card. The rate card, including any terms and conditions in such rate card, are hereby incorporated into this Agreement by reference, provided that in the event of a conflict between any terms or conditions in the rate card and the terms of this Agreement, the terms of this Agreement will control. Publisher reserves the right to modify its rate card, including increasing its Standard Rates, at any time and from time to time. Publisher will provide Advertiser with at least 30 days’ prior written notice of any rate increase. If Advertiser objects to any such increase, it shall have the option to discontinue display of the applicable Ads by giving written notice to Publisher prior to the effective date of such changes. Advertiser’s right to discontinue the display of its Ads shall be its sole and exclusive remedy in the event of a rate increase. If Advertiser does not elect to discontinue display of the applicable Ads, then, following the expiration of the notice period, all Ads shall be billed at Publisher’s increased rates.

2. **Yahoo! Ad Network.** To the extent Advertiser has selected delivery of Ads across the Yahoo! Ad Network, Advertiser acknowledges and agrees that Publisher is acting as sales agent for Yahoo!, Inc. (“**Yahoo!**”) and as such, can facilitate the placement of Ads on the Yahoo! Properties in accordance with the terms of this Agreement. For purposes of this Agreement, “**Yahoo! Properties**” means the website located at yahoo.com, including all sub-domains of yahoo.com and any mirror sites or successor sites to such web site and sub-domains and any or all of Yahoo!’s or its affiliates’ properties, software, products, services, web sites and web pages that are developed in whole or in part by or for Yahoo! or its affiliates, to the extent designated in the chart above.

### 3. **Delivery.**

3.1. **Deadlines.** Advertiser will provide Publisher all applicable Ads by Publisher’s standard deadline (as designated by Publisher), in a format suitable for display in the Newspaper(s) or on the applicable Digital Property(ies), as applicable, via a transmission method mutually agreed upon by the parties. Advertiser shall have the right to change any Ads(s) after submission, provided that it submits any such changes to Publisher no later than Publisher’s standard deadline (as designated by Publisher). Advertiser shall pay all expenses

connected with the delivery of the Ad(s) to Publisher. Changes to any Ads after first publication may result in additional charges, which will be disclosed to Advertiser in advance.

3.2. **Submission of Advertising Materials.** Unless otherwise agreed to by the parties in writing, Advertiser will provide all creative services and necessary text, data, images, illustrations or graphics and/or other materials with respect to the Ads(s). Advertiser will submit the Ad(s) in accordance with the applicable Publisher policies and/or Yahoo! policies (if applicable) in effect from time to time, including policies regarding artwork specifications, format and submission deadlines.

4. **Ad Serving.** Advertiser grants to Publisher and Yahoo!, as applicable, a license to (a) display Advertiser’s Ads on the Distribution Network; and (b) modify, copy, reformat, transmit and otherwise manipulate the Ads in connection with such display. Advertisements will be served in accordance with one of the following options:

4.1. **By Publisher.** If Publisher and/or Yahoo! will be responsible for serving the Digital Ads through its own ad servers, then Publisher and/or Yahoo! will track delivery of the Digital Ads through such servers. The parties agree that Publisher’s and/or Yahoo!’s final impression measurements will be used to determine the fees due under this Agreement.

4.2. **By a Third Party.** If a third party (“**Third Party**”) will be responsible for serving the Digital Ads through such Third Party’s ad server, and such Third Party will track delivery of the Digital Ads through its server. The Third Party’s final audited impression measurements will be used to determine the fees due under this Agreement. If the parties agree to use a Third Party ad server under the terms of this Addendum, Advertiser agrees to provide Publisher with a user login name and password to access the Third Party’s impression measurements for purposes of verification of such measurements.

5. **Invoices.** Publisher agrees that invoices covering the delivery of Ads hereunder Invoices will contain: (a) the dates and times upon which Advertiser’s Ads were displayed in the Newspapers and/or the Digital Properties, and, if applicable, dates and times upon which the Ads could be accessed on the Digital Properties, (b) where applicable, the number of impressions, and/or click-throughs reported during such dates, and (c) the charge to Advertiser. The invoice shall serve as Publisher’s and Yahoo!’s (if applicable) certificate of performance.

6. **Short-Rating.** If Advertiser has made a Commitment in accordance with Advertising Commitment of this Agreement and, at the end of the Commitment Term set forth in Advertising Commitment Advertiser has either (i) purchased less volume (inches/pages/impressions) of Ads than agreed to in the Advertising Commitment or (ii) fallen short of the minimum revenue commitment agreed to in Advertising Commitment, then, if Publisher's Standard Rates are higher than the rates Advertiser was paying during the Commitment Term, (a) Advertiser will be billed for (and will be obligated to pay) the difference between the Standard Rate and the Commitment Term rate for all Ads that ran during the Commitment Term, and (b) Advertiser will be billed at the Standard Rate (as such Standard Rate may be modified in accordance with Section 1, above) for all Ads run after the Commitment Period.

7. **Cancellation.**

7.1. **Cancellation of Print Ads.** Cancellations will not be accepted for Print Ads after the Publisher's standard closing time, as designated by Publisher. Advertiser will be responsible for any production or creative services provided by Publisher regardless of the cancellation of any Print Ads.

7.2. **Cancellation of Digital Ads**

7.2.1. **Cancellation Prior to Initial Distribution.** At any time prior to the serving of the first impression of a Digital Ad on a Digital Property under this Agreement, Advertiser may cancel an online advertising campaign on thirty (30) days prior written notice to Publisher.

7.2.2. **Cancellation After Initial Distribution** Once the first impression of a Digital Ad has been served on any Digital Property, Advertiser may cancel an online advertising campaign by giving Publisher written notice of such cancellation, which cancellation will be deemed effective on the later of: (i) thirty (30) days after serving of the first impression of the applicable campaign; or (ii) fourteen (14) days after providing Publisher with such notice. If Advertiser exercises its right to cancel under this Paragraph 8(b), Advertiser will be responsible for all fees that accrue prior to the cancellation date.

8. **Reservation of Rights.** Publisher may reject, remove or cancel any Ad, space reservation or position commitment at any time in its sole discretion. Publisher also may edit, reject or remove from its Newspaper(s) and/or Digital Property(ies), at any time, any Ad or other material submitted by Advertiser or its Agency, or place the Ad in any Publisher advertising classification or section that Publisher deems appropriate. Publisher also shall have full latitude with respect to positioning all advertisements in the Newspapers; provided, however, that Publisher will use its reasonable efforts to accommodate Advertiser's positioning requests.

9. **Responsibility for Advertisements.**

9.1. **Technical Quality; Typographical Errors; Incorrect Insertions or Omissions.** Publisher is not be responsible for any material that is not properly displayed or that cannot be accessed or viewed because the material was not received by Publisher in

the proper form, in a timely manner, or in an acceptable technical quality for display on the Digital Property(ies) and/or the Yahoo! Properties (if applicable). This Agreement cannot be invalidated, and neither Publisher nor Yahoo! will be liable for typographical errors, incorrect insertions or incorrect publication or omissions in any Advertiser Content displayed or published pursuant to this Agreement or omitted from display or publication.

9.2. **Failure to Display Advertiser Content.** Publisher and Yahoo! (to the extent Advertisements are being placed on the Yahoo! Properties hereunder) are not required to display any Advertiser Content or other material for the benefit of any person or entity other than Advertiser. If there is an interruption or omission of the publication of any Advertiser Content or other material contracted to be published hereunder, Publisher and/or Yahoo! (to the extent applicable) may suggest a substitute time period for the publication of the interrupted or omitted Advertiser Content or material or run the Ads in a different position in the Newspaper(s) or on the Digital Property(ies), as determined by Publisher. Alternatively, in cases where Advertiser is paying on a fixed fee basis or has paid in advance, and if no such substitute time period is acceptable to Advertiser in Advertiser's good faith business judgment, Publisher shall provide a "make good" in the form of a reduction in the amount of fees due to Publisher (or credit of fees already paid) equal to the proportionate amount of money assigned to the interrupted or omitted Ad(s). Such substitution in time period or placement or reduction in fees shall be Advertiser's sole and exclusive remedy for any failure to display Ads or other advertising material and Publisher and Yahoo! (to the extent Advertisements are being placed on the Yahoo! Properties hereunder) shall have no further liability hereunder for such failure.

9.3. **Removal or Change of Content.** Publisher and/or Yahoo! (to the extent Advertisements are being placed on the Yahoo! Properties hereunder) in its sole discretion, may remove or revise its Newspaper(s) and/or Digital Property(ies), including the Newspapers' and/or Digital Properties' content, nature, design, and/or organization, during the term of this Agreement. If any such revision materially alters the value of the Ad(s) to be run by Advertiser, Publisher will notify Advertiser of such revisions. If the parties cannot agree upon a satisfactory substitution for the affected ads due to such revision, Advertiser may cancel this Agreement with respect to the affected Ad(s) and shall not have to pay (or shall receive a refund) for Ads not displayed due to such cancellation. Such cancellation shall be Advertiser's sole and exclusive remedy and Publisher shall have no further liability whatsoever.

10. **Pre-Print Policy.** All pre-prints must conform to the Publisher's standard pre-print specifications and recommended waste calculations, which will be provided by each Publisher. Inserts must be delivered to the Publisher at least 10 days in advance of distribution date. The Publisher will invoice pre-print billing quantities based on copies actually distributed (i.e., home delivery net sales, single copy total draw, and other circulation). Advertiser agrees to be billed the ordered distribution in the event that out of specification inserts are received.

## ADDENDUM B - DIGITAL MARKETING SERVICES

If Advertiser is purchasing digital marketing services under this Agreement (“**Marketing Services**”), then the additional terms and conditions set forth in this Addendum B will apply to each Order Advertiser submits for such Marketing Services. The Marketing Services are provided by an affiliate of Publisher, G/O Digital. (“**G/O Digital**”), and may include G/O Digital’s Pay Per Click Service, SEO Service, Maps/Reputation Management Service, Email Marketing Service, Social Media Service, Web Design/Development/Hosting Service, and/or any other Services that G/O Digital may make available to Advertiser from time to time, subject to any applicable terms and conditions regarding such Service. Publisher will cause G/O Digital to provide such Marketing Services in accordance with the terms of this Agreement. For clarity, if Advertiser has not purchased a particular Service described below, then the terms below relating to that Service will not apply to Advertiser.

1. **Rates.** Unless otherwise specified on Advertising Commitment from Advertiser, Advertiser’s purchase of Marketing Services will be billed at Publisher’s Standard Rates. Advertiser acknowledges that it has been provided a copy of Publisher’s standard rate card for Marketing Services. The rate card, including any terms and conditions in such rate card, are hereby incorporated into this Agreement by reference, provided that in the event of a conflict between any terms or conditions in the rate card and the terms of this Agreement, the terms of this Agreement will control. Publisher reserves the right to modify its rate card, including increasing its Standard Rates for Marketing Services, at any time and from time to time. Publisher will provide Advertiser with at least 30 days’ prior written notice of any rate increase. If Advertiser objects to any such increase, it shall have the option to discontinue use of the applicable Marketing Services by giving written notice to Publisher prior to the effective date of such changes. Advertiser’s right to discontinue the use of particular Marketing Services shall be its sole and exclusive remedy in the event of a rate increase. If Advertiser does not elect to discontinue use of the applicable Marketing Services, then, following the expiration of the notice period, all Marketing Services shall be billed at Publisher’s increased rates.

### 2. **Marketing Services.**

2.1. **Pay Per Click (“PPC”) Service.** Publisher will create ads based on the Advertiser Content and will distribute the Ads through the Publisher Distribution Networks. Advertiser will have the opportunity to review and approve all PPC campaigns prior to launch. Advertiser will be solely responsible for all content associated with any PPC campaign. Fees are based upon the number of clicks on ads by users, based on the cost per click (“**CPC**”) rate set forth in the applicable Order.

2.2. **Search Engine Optimization (“SEO”) Service.** The SEO Service includes the optimization of the chosen number of keywords (e.g., 5, 10, 15 or custom) and the application of “on page” and “off page” SEO strategies for Advertiser’s website, with the goal of obtaining improved ranking in organic search engine results for selected keywords. To the extent Advertiser’s website is not hosted by Publisher, Advertiser will provide access to its website to enable Publisher to perform the SEO Service. Notwithstanding the foregoing or anything in this Agreement to the contrary, Advertiser acknowledges that, although Publisher will use reasonable efforts to optimize the ranking of Advertiser’s ads based on the selected keywords, Publisher makes no guarantee that Advertiser’s search ranking position

will be maintained or optimized. Advertiser agrees that Publisher will not be liable for any unfavorable ranking results of Advertiser’s ads, whether such unfavorable results arise from the SEO Service or from an act or omission of the applicable search engine.

2.3. **Maps/Reputation Management Service.** This Service is designed to help Advertiser’s business listing appear in the “Google Maps/Places” in response to searches for Advertiser’s optimized keywords. Advertiser acknowledges that search results and search engine rankings are influenced by several factors, and Publisher does not guarantee any placement in the “Google Maps/Places” or a particular position or rank for Advertiser’s website or business listing in any search results.

2.4. **Keywords.** Advertiser acknowledges and agrees that Publisher, in its discretion, may select keywords for the PPC and SEO campaigns and for Maps Reputation Management Services. Publisher will use reasonable efforts to use Customer provided keywords; however, Publisher cannot guarantee that all of the Customer’s keywords will be used.

2.5. **Email Marketing Service.** Publisher’s Email Service includes the creation of email marketing messages based on the Advertiser Content and transmission of email messages on behalf of Advertiser. Advertiser will have the opportunity to review and approve all email marketing messages prior to the launch of an email marketing campaign under the applicable Order. Publisher will determine the transmittal date and time. The Order will specify (i) whether Publisher or Advertiser determines the recipient list and (ii) the number of recipients and the number of transmittals to the recipient list. Publisher does not make any representations or warranties about deliverability or open rates. Upon request of Publisher, Advertiser will provide its Do-Not-Email list for Publisher’s use in deleting addresses on such list from the recipient list. Advertiser represents and warrants that its Do-Not-Email list includes addresses for all recipients who have opted out of receiving emails from Advertiser.

2.6. **Social Media Service.** Publisher’s Social Media Service includes the creation and maintenance of Advertiser’s social media accounts (e.g., Facebook, Twitter, Foursquare, etc.) on the sites as agreed upon by Publisher and Advertiser. To the extent Advertiser’s social media accounts are already claimed by Advertiser or its representative, Advertiser will provide administrative credentials for such social media outlets to enable Publisher to provide the Social Media Service as

contemplated herein. Advertiser shall have the opportunity to review and approve all social media posts, tweets, and other social media statements or content prior to publication of the post, tweet, statement or other content distributed by or on behalf of Advertiser via Advertiser's social media accounts. Advertiser will ensure that all such content complies with applicable law and applicable social media service's terms of service, as such terms of service may be modified from time to time. Advertiser further acknowledges that Publisher does not operate or otherwise control any third-party social media service. Publisher is not responsible or otherwise liable for any inaccuracy on, or unavailability of, any third-party social media service.

**2.7. Web Design/Development/Hosting Service.** [Desktop or Mobile]: Publisher will design, develop, and/or update the Advertiser's website as part of this service. Publisher's Services may include hosting a website for Advertiser, including performing maintenance and controlling the functionality and accessibility of the website. Publisher may perform these Services directly or through a subcontractor. Advertiser is required to provide Publisher with its terms of use and privacy policy to be displayed on its website.

**3. Ancillary Services.** In connection Advertiser's subscription to with one or more of the Marketing Services described in Section 1, above, Publisher may provide the following ancillary Services:

**3.1. Proxy Sites.** Publisher may provide a mirrored version of the Advertiser's website ("**Proxy Site**"). In order to use the proxy service, (i) Advertiser's website must be operational, functional, and accessible through the Internet, and (ii) the URL visible above the Proxy Site to users clicking on the Advertiser's ad must reflect the website address for the Proxy Site and NOT that of the Advertiser's website. Advertiser agrees that Publisher is in no way responsible for the operation and functionality of the Advertiser's website. Advertiser agrees that it has all rights to the content on the Advertiser's existing website and Advertiser is able to grant the right to Publisher to use the content in connection with the Services.

**3.2. Call Recording Services.** If Advertiser elects to use the Call Recording Service in connection with one or more of the

Marketing Services described in Section 1, above, Publisher will, on Advertiser's behalf, record (i) calls between Advertiser and its clients regarding the Services (the "**Service Calls**") and (ii) incoming calls to Advertiser from prospective clients of Advertiser (the "**Inbound Calls**") (collectively "**Call Recording**"). Advertiser acknowledges that the purpose for Call Recording is for auditing this Agreement and the Services in the Order. Advertiser grants specific permission to Publisher to administer, monitor, use and access Call Recording and the content of the recorded calls as Advertiser's agent. Publisher will provide prompt disclosure in Call Recording that the Service Call or Inbound Call may be recorded ("**Recording Notification**"). Advertiser acknowledges that it is responsible for notifying and/or obtaining the consent to Call Recording from its representatives (including employees, agents and independent contractors) who may be recorded in a Service Call or Inbound Call. For clarity, Advertiser acknowledges and agrees that Publisher is not responsible to provide any notice in connection with Call Recording other than Recording Notification. Advertiser specifically acknowledges that Publisher is not responsible to provide notice of rights of the Advertiser's clients and prospective clients relating to potentially confidential or privileged communications. Any notice required by law other than Recording Notification is the sole responsibility of the Advertiser.

**4. Indemnification for Call Recording.** Without limiting Advertiser's indemnification obligations under Section 8.1 of the Terms and Conditions, if Advertiser uses the Call Recording service, Advertiser agrees to indemnify and hold the Publisher Indemnitees harmless from and against any and all Losses arising out of a third-party claim resulting from any failure by Advertiser to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996(ii) Advertiser's use or misuse of the Call Recording service. Advertiser shall not use the Call Recording service to intimidate, harass, or otherwise violate the privacy or other rights of a caller and a Recorded Person. If Publisher learns about any alleged misuse of the Call Recording service, Publisher reserves the right to terminate the totality of Advertiser use of the Call Recording service without notice or liability.



## ADDENDUM C - DEALCHICKEN DEALS

If, pursuant to an Order, Advertiser is purchasing any DealChicken Services, such products or services are provided by an affiliate of Publisher, DealChicken, a division of Gannett Satellite Information Network, Inc. ("**DealChicken**"). Advertiser's purchase of DealChicken Services will be subject the following terms and conditions set forth in this Addendum C, provided that Publisher will cause DealChicken to provide such Services in accordance with the terms of this Agreement. The specific details regarding Advertiser's purchase of Services from DealChicken will be set forth in an Order.

1. Background on DealChicken Service. DealChicken offers advertisers the ability to advertise, through DealChicken's website, located at [www.dealchicken.com](http://www.dealchicken.com) or any successor URL and DealChicken's affiliates' websites (the "**DealChicken Site**"), the opportunity for consumers to purchase such advertisers' products or services at a promotional rate ("**Deals**"), and Advertiser desires to advertise its Deals on the DealChicken Site. For clarity, the DealChicken Site shall be deemed one of Publisher's "Digital Properties" for purposes of the Standard Terms.

2. Structure of DealChicken Deals. The amount that a customer pays for a Deal is the "**Payment**." The total value of Deal set by the Advertiser is the "**Value**." The difference between the Payment and the Value is the "**Promotional Portion**". DealChicken will determine, in its sole discretion, whether and when to schedule a Deal for promotion. DealChicken will send, at a time within its sole discretion, at least one (1) email to DealChicken Site subscribers containing the terms of Advertiser's Deal. Unless otherwise specified in the applicable Order, once scheduled, each Deal will be available for purchase on the "Marketplace" page of the DealChicken Site for an initial seven (7)-day period (such initial seven (7)-day period is referred to herein as the "**Initial Period**"), and during such Initial Period such Deal will be featured for one (1) day on the applicable DealChicken landing page (either the national landing page or the local landing page in Advertiser's market, as specified in the Order). Following the Initial Period, unless otherwise specified in the Order, DealChicken will have the right to distribute Advertiser's Deal on the "Marketplace" page of the DealChicken Site for up to one hundred seventy three (173) additional days (the "**Extended Period**," and collectively with the Initial Period the "**Deal Duration**"), for a total Deal Duration of 180 days. DealChicken also shall have the right (but not the obligation) to re-feature a Deal on the applicable DealChicken landing page during the Extended Period.

3. Terms and Conditions of Deals. Except as otherwise stated on a Deal or required by law, the restrictions set forth in the DealChicken Terms of Service, located at <http://www.dealchicken.com/termservice>, shall apply to all Deals.

4. Deal Description. Advertiser shall provide to DealChicken a detailed description for each Deal offer on the Order. Such detailed description shall include the Advertiser's name, the Payment and the Value of each Deal, a description of the products and/or services that can be redeemed using the Deal, the Value, any limitations or exclusions on the Deal, any applicable taxes, charges or fees and any other unusual or important features, conditions, or restrictions. Advertiser

represents and warrants that all descriptions and information provided to DealChicken will be accurate, complete and in compliance with all applicable laws. DealChicken may dispose of any description or advertising materials delivered to it unless acceptable prepaid return arrangements have previously been made.

5. DealChicken is not Service/Service Provider. DealChicken is responsible only for the administration of the Deal promotion. DealChicken does not act as agent for either the Advertiser or the customer for any purpose. Advertiser, not DealChicken, is the vendor and the provider of the products and/or services promoted in any Deal promotion, and DealChicken assumes no responsibility for such products and/or services in any respect. Advertiser is solely responsible for such products and services. Advertiser, not DealChicken, is the issuer of the Deals. Advertiser, not DealChicken, is obligated to provide the Deal's products and/or services to all purchasers of the Deal. Any terms and conditions applicable to the products and/or services described in the Deals are the responsibility of the Advertiser and the customer, and not of the DealChicken.

6. Interference with Deal Promotion. Advertiser shall not use any method, mechanism, device, or software to affect the proper functioning of the Deal promotion. DealChicken may terminate this Agreement upon providing written notice to Advertiser if Advertiser breaches this Section 6.

7. Customer Feedback. Advertiser acknowledges and agrees that DealChicken Site visitors may be given the opportunity to provide reviews and/or feedback relating to Advertiser and its products or services; that some of such reviews and feedback may be positive, while other such reviews and feedback may be negative; that DealChicken cannot and does not review all such reviews and feedback, nor does DealChicken have any control over such reviews and feedback; and that under no circumstances shall DealChicken be held responsible or liable for any claims or damages arising out of any reviews or feedback, nor shall DealChicken be obligated to edit or remove any reviews or feedback from the DealChicken Site.

8. Payment. DealChicken will collect the Payments for each Deal from customers. The total amount of Payments collected by DealChicken under the prior sentence (adjusted for refunds, reversals and chargebacks) is the "**Collected Payment**." DealChicken will remit \_\_\_\_\_ percent ( \_ %) of the Collected Payment to Advertiser less a credit card processing fee of two and a half percent (2.5%) of the Collected Payment (such payment amount is referred to herein as the "**Advertiser Share**"). DealChicken will pay Advertiser seventy percent (70%) of the Advertiser Share resulting from Collected Payment during

the Initial Period within five (5) business days of the close of the Initial Period. DealChicken will pay Advertiser the remaining Advertiser Share resulting from Collected Payment during the Initial Period within twenty-five (25) business days of the close of the Initial Period. For Deals purchased during the Extended Period, DealChicken will pay Advertiser its Advertiser Share on a monthly basis, in accordance with the following: (i) commencing in the first calendar month after the expiration of the Initial Period, DealChicken will pay Advertiser the Advertiser Share, calculated based on the Collected Payment for the immediately preceding calendar month (or portion thereof), less a ten percent (10%) holdback (the “**Holdback**”), on or about the 30th day of each calendar month during the Extended Period, and (ii) commencing as of the second calendar month after the expiration of the Initial Period, and continuing until one month after the expiration of the Extended Period, DealChicken will pay Advertiser the applicable Holdback on or about the 30th day of such month. Notwithstanding the foregoing, if the Initial Period commences between the 1st and 8th day of a calendar month, then DealChicken will pay Advertiser the Advertiser Share, calculated based on the Collected Payment for the period between the 8th and 15th day of the first calendar month during the Extended Period, less the Holdback, on or about the 30th day of such month. If, in the DealChicken’s sole discretion, DealChicken determines that Advertiser has not complied or will not comply with its obligations under this Agreement, including providing the goods or services promoted in the Deal to purchasers of the Deal, DealChicken will withhold payment of any unpaid Advertiser Share as security toward indemnification of DealChicken’s losses and costs arising from Advertiser’s obligations under this Agreement until DealChicken is satisfied with Advertiser’s compliance.

9. Credits. Any claims by Advertiser related to amounts incorrectly paid must be submitted in writing to Publisher within ninety (90) days of the payment date or the claim will be waived.

10. Licenses. It is Advertiser’s responsibility to obtain any applicable or necessary licenses, conveyances, or any other form of approval for the products or services sold and to any fees associated therewith.

11. Technical Quality. Publisher shall not be responsible for any Deal promotion or other material that is not properly displayed or that cannot be accessed or viewed because the material was not received by Publisher in the proper form, in a timely manner, or in an acceptable technical quality for display on the DealChicken Site. This Agreement cannot be invalidated for, and Publisher will not be liable for, typographical errors, incorrect insertions or omissions in any Deal or Deal promotional

materials displayed pursuant to this Agreement or omitted from display.

12. Failure to Promote Deal. Publisher is not required to promote any Deal or other material for the benefit of any person or entity other than Advertiser. If, for reasons beyond Publisher’s control, including, but not limited to, legal restrictions, acts of God, labor disputes, force majeure, necessity, mechanical or electronic failure, there is an interruption or omission of the display or promotion of any Deal or other material to be displayed hereunder, Publisher may suggest a substitute time period for the display of the interrupted or omitted Deal or material. Such substitution in time period shall be Advertiser’s sole remedy for any failure to display or promote a Deal and Publisher shall have no further liability.

13. Reservation of Rights. Publisher may, in its sole discretion, edit, reject or remove from the DealChicken Site at any time any Deal or other material submitted by Advertiser or Agent.

14. Level of Sales. Publisher does not guarantee any minimum level of sales of Deals.

15. Additional Advertiser Representations and Warranties. Without limiting any of Advertiser’s representations and warranties in the Standard Terms, Advertiser represents and warrants that all terms and descriptions for Deals, and all advertising and other material it supplies to Publisher (a) is original, accurate, and complete, and shall comply with all applicable laws, rules, and regulations, including without limitation all applicable laws, rules, and regulations governing: (i) gift certificates, coupons, unclaimed property, and escheat, and (ii) the products and services provided by Advertiser; and (b) does not contain libelous or slanderous material, or violate or infringe the personal or proprietary rights of any person or other entity (including without limitation rights of copyright, trademark, privacy or publicity). If a photograph to be used in advertising, Deal or Deal promotion supplied to Publisher depicts individuals, Advertiser or agency will have obtained all necessary releases.

16. Indemnification. Without limiting Advertiser’s indemnification obligations under Section 8.1 of the Terms and Conditions, Advertiser agrees to indemnify and hold the Publisher Indemnitees harmless from and against any and all Losses arising out of a third-party claim resulting from (i) any claim relating to Advertiser’s products or services, a Deal, the promotion of a Deal, or the redemption of a Deal, or (ii) any taxes or unclaimed property liability arising out of the promotion and/or redemption of a Deal.