

PRINT AND ONLINE ADVERTISING TERMS AND CONDITIONS

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.

DIGITAL MARKETING SERVICES TERMS AND CONDITIONS

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.