

Online Advertising Terms and Conditions

Advertiser and Company hereby agree that the Online Advertising Agreement between them, including the Agreement's Insertion Order, shall be governed by the following Standard Terms and Conditions:

- 1. Payment.** Payment by Advertiser is due within thirty (30) days after Advertiser's receipt of invoice. If any amount is not paid by Advertiser when due, such amount shall bear interest at the rate of 1 and 1/2% per month or the maximum amount permitted by law (whichever is lower), computed from the original due date until paid.
- 2. Invoices.** Invoices shall contain: (a) the dates and times upon which Advertiser's Advertisement was displayed and could be accessed on Company's Newspaper Sites, (b) where applicable, the number of impressions, and/or click-thrus reported during such dates, and (c) the charge to Advertiser. The invoice shall serve as Company's certificate of performance.
- 3. Advertising Agencies.** If Advertiser is using an advertising agency for the purposes of this Agreement, Advertiser and such agency (the "Agent") shall be jointly and severally liable hereunder, and Company may pursue any applicable remedies in the event of default of this Agreement (including any under- or non-payment) against Agent or Advertiser 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 Agent further agree that Company does not and will not accept advertising orders or space reservations claiming sequential liability. The person or entity signing this contract on behalf of Advertiser warrants that such person or entity is duly authorized and has the full power to bind Advertiser to this contract, and agrees to indemnify and hold Company and its 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 Agent.
- 4. Expenses.** All expenses connected with the delivery of advertising material or other web content to Company and the return of such materials from Company (if return is directed in writing by Advertiser) shall be paid by Advertiser. Company may dispose of any advertising materials delivered to it unless acceptable prepaid return arrangements have previously been made.
- 5. Ownership.** All advertising material or other content that represents and/or utilizes the creativity, illustration, labor, composition or material furnished by Company is the property of Company, including all rights of copyright therein. Advertiser may not authorize the use of such material in any medium without Company's prior written consent.
- 6. User Information.** Any user or usage data or information collected via Company's Newspaper Sites or related to Company's Newspaper Sites shall be the property of Company. Advertiser shall have no rights in such information by virtue of this Agreement.
- 7. Technical Quality.** Company shall 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 Company in the proper form, in a timely manner, or in an acceptable technical quality for display on the Company Newspaper Sites. This Agreement cannot be invalidated, and Company will not be liable for, typographical errors, incorrect insertions or omissions in any Advertisement displayed pursuant to this Agreement or omitted from display.
- 8. Default by Advertiser.** Company may terminate this Agreement at any time upon notice to Advertiser in the event of default by Advertiser in the payment of any invoice or any other breach of this Agreement. Upon such termination, all charges for services completed hereunder shall become immediately due and payable, including interest on any sums not paid when due, as provided in paragraph 1 of these Standard Terms and Conditions. Notwithstanding anything in this Agreement to the contrary, any termination or cancellation of this Agreement shall not release Advertiser from its obligation to pay for all Advertisements that have been displayed on the Company's Site(s) or for other charges as provided herein incurred prior to the date such termination or cancellation becomes effective. In addition to any of Company's rights and remedies under this Agreement or this Section 8, if Advertiser fails to timely pay as provided for in this Agreement, Advertiser agrees to indemnify the Company for all expenses incurred in connection with the collection of amounts payable under this Agreement, including interest, court costs and attorneys' fees.
- 9. Failure to Display Advertising Material.** If, for reasons beyond Company'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 of any Advertisement(s) or other material contracted to be displayed hereunder, Company may suggest a substitute time period for the display of the interrupted or omitted Advertisement or material. 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, Company shall provide a "make good" reduction in the amount of fees due to Company (or credit of fees already paid) equal to the proportionate amount of money assigned to the interrupted or omitted display of Advertisement(s) or other material. Such substitution in time period or reduction in fees shall be Advertiser's sole remedy for any failure to display advertising material and Company shall have no further liability.
- 10. Removal or Change of Content on the Site(s).** Company, in its sole discretion, may remove or revise its Company Newspaper Sites, including the Sites' content, nature, design, and/or organization, during the term of this Agreement. If any such revision materially alters the value of the Advertisement(s) on such Site(s), Company will notify Advertiser of such revisions. If the parties cannot agree upon a satisfactory substitution for the affected Advertising due to such revision, Advertiser may cancel this Agreement with respect to the affected Advertisement(s) and shall not have to pay (or shall receive a refund) for Advertisements not displayed due to such cancellation. Such cancellation shall be Advertiser's sole remedy and Company shall have no further liability whatsoever. Company may also change the URL for any Company Newspaper Site upon reasonable notice to Advertiser.
- 11. Rates.** Company reserves the right to increase its rates under this Agreement from time to time upon at least 30 days prior written notice to Advertiser. If Advertiser objects to such rate increases, it shall have the option to discontinue display of Advertiser's material on the Site(s) by giving written notice to Company prior to the effective date of such

- increase. Advertiser's right to discontinue the display of its Advertisement(s) or other material shall be its sole remedy in the event of such rate increase. If Advertiser does not discontinue display of its Advertisements, then Advertiser shall be subject to the increased rate.
12. **Reservation of Rights.** Company may, in its sole discretion, edit, reject or remove from its Sites at any time any Advertisement or other material submitted by Advertiser or Agent, or place the Advertisement in any Company advertising classification or section that Company deems appropriate.
13. **Representations and Warranties.** Advertiser represents and warrants that all advertising or other material it supplies to Company (a) is original and shall comply with all applicable laws, rules, and regulations, and (b) does not contain libelous or slanderous material, or violate the personal or proprietary rights of any person or other entity (including without limitation rights of copyright, trademark, privacy or publicity).
14. **Indemnity.** Advertiser will indemnify and hold Company, its site vendors, Gannett Co., Inc., and all of their respective subsidiaries and affiliated companies, employees, officers, directors, agents, successors and assigns (each an "Indemnified Party"), harmless against all claims, losses, damages, and costs (including reasonable attorneys' fees), resulting from (a) the display of any Advertisement or other material of Advertiser on the Sites or the Advertiser's site (including without limitation claims that the Advertisement or material contains libelous or slanderous material, or violates applicable law or the personal or proprietary rights of any person or other entity, or claims based on Advertiser's negligence or strict liability for a defective product), or (b) the breach of any representation or warranty made by Advertiser in this Agreement. Advertiser shall defend at its own expense any litigation instituted by any person or entity against an Indemnified Party resulting from a claim covered by the preceding sentence. An Indemnified Party shall have the right, at its option, to defend such litigation jointly with Advertiser.
15. **DISCLAIMER; LIMITATION OF LIABILITY.** COMPANY MAKES NO WARRANTIES EXPRESS OR IMPLIED, AND COMPANY SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO ADVERTISER OR ANY OTHER PERSON WITH RESPECT TO ANY LIABILITY, LOSS OR DAMAGES, INCLUDING, WITHOUT LIMITATION LOSS OF PROFITS OR SPECIAL OR CONSEQUENTIAL DAMAGES, CAUSED BY OR ARISING OUT OF, EITHER DIRECTLY OR INDIRECTLY, ANY BREACH BY COMPANY OF ANY OF THE TERMS OF THIS AGREEMENT, OR IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH ANY ADVERTISEMENT OR OTHER MATERIAL DISPLAYED ON COMPANY'S OR ADVERTISER'S SITE(S), THE MANNER IN WHICH ANY MATERIAL IS DISPLAYED ON COMPANY'S OR ADVERTISER'S SITE(S), OR THE FAILURE TO DISPLAY ANY ADVERTISEMENT OR OTHER MATERIAL ON COMPANY'S OR ADVERTISER'S SITE(S). SPECIFICALLY, AND WITHOUT IN ANY WAY LIMITING THE FOREGOING, COMPANY DOES NOT REPRESENT OR WARRANT THAT ANY ADVERTISEMENT(S) OR OTHER MATERIAL WILL BE DISPLAYED ON COMPANY'S OR ADVERTISER'S SITE WITHOUT INTERRUPTION OR ERROR. IN NO EVENT SHALL COMPANY'S LIABILITY FOR ANY REASON OR UNDER ANY THEORY EXCEED THE AMOUNT PAID TO IT BY ADVERTISER UNDER THIS AGREEMENT
16. **Level of Audience.** Unless otherwise specified in this Agreement, Company does not guarantee any minimum level of audience, or minimum number of impressions or click-thrus with respect to the Advertisement(s) or other material provided by Advertiser.
17. **Extension.** Upon the written agreement of the parties, this Agreement may be extended to cover additional Advertisements, material or time periods upon the same terms and conditions.
18. **Third Party Beneficiaries.** The disclaimers and limitations of liability made by Company, and the representations and warranties made by Advertiser in this Agreement shall apply to Company's vendors as intended third party beneficiaries of this Agreement.
19. **Miscellaneous.** Any notice required or permitted under this Agreement shall be in writing and shall be delivered to the contact person listed on the Insertion Order by hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized express courier. Such notice will be deemed to have been given as of the date it has been received. All capitalized terms not defined in these Standard Terms and Conditions will have the meaning set forth in the Insertion Order. In the event that any federal, state or local taxes are imposed on the display of Advertiser's Advertisements or its other material on the Site(s), such taxes shall be assumed and paid by Advertiser. This Agreement may not be assigned or transferred by Advertiser without the prior written consent of Company. Company is not required to display any Advertisement or other material for the benefit of any person or entity other than Advertiser. Failure of Company to enforce any provision of this Agreement shall not be construed as a general relinquishment or waiver as to that provision or any other provision hereof. This Agreement contains the entire understanding between the parties relating to the subject matter herein contained and supercedes all prior agreements. No change or modification of any of the terms and provisions of this Agreement shall be effective unless made in writing and signed by both parties. Any language contained in any letter, purchase order or other form relating to the subject matter for this Agreement shall be of no force or effect. In the event of any conflict between these Standard Terms and Conditions and the terms of any Insertion Order attached to it, the Standard Terms and Conditions shall prevail. This Agreement is governed by the laws of the state of New York, without reference to its conflict of law rules. The terms of this Agreement may be subject to a satisfactory credit check on Advertiser and/or Agent. Company may request advance payment for any Advertisement(s) or other material provided by Advertiser or Agent if periodic credit checks are not satisfactory. 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. Nothing in this Agreement limits the ability of either party to enter into other agreements with third parties with respect to arrangements similar in nature to or the same as those covered under this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, that provision to that extent necessary shall be severed from this Agreement (but, to the extent permitted by law, not otherwise), and shall not affect the remainder hereof, and the parties agree to substitute for such provision a valid provision which most closely approximates the intent and economic effect of such severed provision. If either party is prevented from performing any of its obligations due to any cause beyond the party's reasonable control, including, without limitation, fire, war, strike, riot, labor dispute, change of law, government policy or regulation, or an act of God, that party's performance will be excused for the period of the delay or inability to perform due to such occurrence. Should such party's inability to perform continue for more than thirty (30) days, the other party shall have the right to immediately terminate this Agreement. Sections 1, 3, 4, 5, 13, 14, 15, 18, and 19 shall survive any expiration or termination of this Agreement. Advertiser shall reimburse Company for any legal fees and costs, including attorney's fees, incurred to recover amounts due under this Agreement.