



GENERAL TERMS OF SERVICE

1. **SERVICES AND RIDERS.** Client's purchase of any intelligent media delivery services ("Service(s)") provided by Valassis Communications, Inc. or the applicable Valassis affiliate(s) providing the Service is subject to the General Terms of Service applicable to all Services and Service-specific riders ("Rider(s)"). The General Terms of Service and all Riders are collectively referred to as the "Agreement". Valassis and Client are each referred to as a "Party" and are collectively referred to as the "Parties." "Valassis" as used herein solely means the Valassis affiliate providing Services for Client pursuant to the applicable Rider. The terms of this Agreement shall only apply to such applicable Valassis affiliate, and no other Valassis affiliate shall have any obligations relating to such Services under this Agreement or otherwise.
2. **PAYMENT AND TAXES.**
 - A. **Payment.** Client shall pay the amount due for Services by the payment due date specified on the invoice. Valassis will provide Client an invoice in accordance with Valassis's invoice standards for the Service purchased. Prepayment of Services is the standard payment term unless Valassis has approved credit terms for Client. Valassis reserves the right at any time to cancel any credit terms that may have been granted to Client. If Client fails to pay Valassis the payments when due, Valassis may suspend providing Services and terminate this Agreement. Client shall pay interest at the lesser of 1% per month or the highest rate permitted by law on overdue invoice amounts. If Valassis incurs any costs to collect unpaid and overdue amounts, Client will reimburse Valassis for such costs, including, but not limited to attorneys' fees.
 - B. **Taxes.** Client is responsible for all sales, use, or excise taxes, and any other similar taxes, duties and charges of any kind, applicable to taxable products and Services provided under this Agreement ("Taxes"). Valassis may collect and remit Taxes in certain states. Depending upon the rules of the applicable jurisdiction, Taxes may apply to the selling price or to Valassis's production costs. To the extent a Service is taxable in a state where Valassis does not collect Taxes, Client may be required to self-assess and remit Taxes directly to the state. Client will reimburse Valassis for any Washington B&O taxes (including variable amounts per distribution) paid by Valassis with respect to the Client's purchase of Services within Washington.
3. **PERSONAL DATA.** Client will only provide to Valassis personal data/personally identifiable information (as such term is defined under any and all local, state, federal or international laws and regulations that could be used to identify one or more specific individuals) only to the extent necessary to perform the Services. Client represents and warrants to Valassis that Client will obtain any and all licenses, permissions, approvals and consents (including, where applicable, opt-out and/or opt-in consents) as may be necessary or appropriate for Valassis to perform the Services with such data.
4. **CLIENT MATERIAL.** Client may provide material for Valassis to use to perform the Services, such as advertising materials, client supplied inserts, and other information ("Client Material"). Client shall provide sufficient quantity of Client Material and otherwise provide Client Material in accordance with Valassis's then-current guidelines and specifications by the deadlines provided by Valassis. In the event Client fails to comply with these guidelines and specifications, delays and/or additional charges may result for which Client will be liable. Valassis may reject any Client Material submitted for advertising if Valassis determines, in its sole discretion, that such material: i) is in poor taste or potentially offensive to others; ii) disparages another person, entity, or product/service; or iii) fails to comply with federal, state, or local laws, statutes, rules or regulations ("Laws") or Valassis's advertising acceptance policies.
5. **OWNERSHIP OF INTELLECTUAL PROPERTY.**
 - A. **Valassis Intellectual Property.** Except as expressly set forth herein, Valassis (and its licensors, where applicable) will retain all intellectual property rights relating to the Services or to any service customizations or modifications, or other information provided by any Valassis third party. Client will not copy, distribute, reproduce or use any Valassis intellectual property except as expressly permitted. All material, services, information and technology furnished by Valassis or prepared by or on behalf of Valassis in the course of performing the Services will remain the property of Valassis or its providers.
 - B. **Client Intellectual Property.** Client Material will remain the property of Client. Client grants Valassis and its licensors and agents a limited, perpetual, irrevocable, world-wide, nonexclusive, royalty-free license to use, reproduce, electronically distribute, display, process and create derivative works from Client Material for the purpose of providing the Services to Client and to test, improve, augment and enhance the Services and other Valassis products and services, provided that such usage does not disclose personal data or identify Client. Client represents and warrants that it owns or possesses all right, title and interest in and to the Client Material as provided by Client, and has the right to grant the foregoing license to Valassis. Client further represents, warrants and covenants that Client Material provided to Valassis electronically shall not contain any worms, Trojan horses, viruses, trap doors or similar issues. Client shall indemnify Valassis for any and all claims, suits, judgments, proceedings, losses, damages, fines, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any breach by Client of this section.
6. **CLIENT OBLIGATIONS.** Client represents and warrants that it has the authority to allow Valassis to use any Client Material pursuant to this Agreement, including but not limited to the necessary licenses and permission to use any copyrighted material, trademarks, graphics or other content contained in the Client Material and that the Client Material complies with all Laws. Client is solely responsible for the advertising content and message of any Client Material submitted for advertising or any other Client-approved materials or information.
7. **VALASSIS OBLIGATIONS.** Valassis represents and warrants to use commercially reasonable efforts to provide Services in accordance with the applicable Rider. Valassis's obligation for breach of this warranty is for Valassis to perform one of the following actions, as selected by Valassis in its sole discretion: i) Valassis will use commercially reasonable efforts to correct defective Services in breach of this Agreement ("Defective Services") at no additional charge to Client, provided that, unless Valassis otherwise agrees in writing, Client gives Valassis specific written notice of the Defective Services within 10 business days after the Services are performed; or ii) Valassis will refund or credit the fees associated with such Defective Services. **THE FOREGOING REMEDIES SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND VALASSIS'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS AGREEMENT OR OTHERWISE RELATING TO THE PERFORMANCE OF THE SERVICES.**
8. **DISCLAIMER OF OTHER WARRANTIES. THE FOREGOING WARRANTY IS THE EXCLUSIVE WARRANTY FOR THE SERVICES AND VALASSIS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. WITHOUT LIMITING THE GENERALITY OF THE**



FOREGOING, VALASSIS DOES NOT WARRANT ANY RESULTS CLIENT MAY OBTAIN THROUGH SERVICES SUPPLIED BY VALASSIS.

9. **LIMITATION OF LIABILITY. VALASSIS'S OBLIGATIONS AS STATED ABOVE ARE IN LIEU OF ALL LIABILITIES AND OBLIGATIONS OF VALASSIS IN CONNECTION WITH THIS AGREEMENT. FURTHER, IN NO EVENT WILL VALASSIS BE LIABLE FOR: I) ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID BY CLIENT TO VALASSIS FOR THE SPECIFIC SERVICES GIVING RISE TO THE DAMAGES; OR II) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES EVEN IF VALASSIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**
10. **INDEMNIFICATION.** Client shall defend, indemnify and hold Valassis, its affiliates and their respective employees, contractors, advisors, representatives, and agents ("Valassis Parties") harmless from all claims, suits, judgments, proceedings, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating to Client Material, unless due to Valassis's gross negligence or willful misconduct.
11. **CONFIDENTIALITY.** "Confidential Information" means any nonpublic, confidential, or proprietary information disclosed by one Party ("Discloser") to the other Party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to this Agreement and the rates for the Services. Both parties agree to take reasonable precaution to protect each other's Confidential Information and keep it confidential. This obligation shall survive the termination of this Agreement for 3 years after such termination. Recipient shall not release Confidential Information to anyone except an employee, representative, contractor, financing source, advisor, or agent of Recipient or its affiliates ("Representatives") who has a need to know same for purposes of this Agreement and is bound by an obligation to keep such Confidential Information confidential. Confidential Information does not include any information that: i) is or becomes generally known to the public without breach of any obligation owed to Discloser; ii) was known to Recipient prior to disclosure by Discloser without breach of any obligation owed to Discloser; iii) is received from a third party having the right to possess and disclose the information; or iv) was independently developed by or for Recipient as evidenced by written or other tangible evidence. Notwithstanding the foregoing, Recipient may disclose Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by applicable Laws, or as necessary to enforce its rights under this Agreement. Client acknowledges and agrees that, notwithstanding the foregoing or any other provision to the contrary, its information may be used for analytical purposes and Valassis and its affiliates may disclose and use aggregated, summarized and/or anonymous data relating to the Services or the results thereof.
12. **TERMINATION.** A Party may terminate this Agreement if the other Party commits a material breach and fails to cure such breach within 30 days of receiving written notice of such breach. Upon the termination of this Agreement, Client shall pay Valassis the fees for all Services provided pursuant to this Agreement, all fees and expenses incurred by Valassis relating to the terminated Services or arising from or relating to such termination, and any applicable cancellation fees relating to the Services. For avoidance of doubt, the foregoing does not affect Valassis's rights or remedies for breach. In the event that Client purchases Services after the termination of this Agreement and has not entered into a new agreement in writing with Valassis relating to such Services then the terms of this Agreement shall remain in effect, except for rates.
13. **AGENT.** If an agent ("Agent") is signing this Agreement on behalf of its Client(s), Agent warrants that it is duly authorized to act on behalf of and bind such Client(s) to this Agreement, and agrees to indemnify, defend and hold Valassis and the Valassis Parties harmless from any and all claims, suits, judgments, proceedings, losses, damages, fines, costs and expenses (including reasonable attorneys' fees) arising out of or relating to a breach of the foregoing warranty. Further, Agent must provide Valassis the following information to properly establish Client's commitment to pay all payment obligations (including indemnity obligations) under this Agreement: i) documentation from Client(s) guaranteeing Client's payment of all charges and fulfillment of all obligations under this Agreement; and ii) the necessary credit information requested by Valassis, if applicable. If Agent fails to provide the foregoing Client information, Agent guarantees payment of the charges under this Agreement, including indemnification provisions.
14. **GENERAL PROVISIONS.**
 - A. **Assignment.** Client shall not assign any of its rights or obligations under this Agreement without Valassis's prior written consent. Any purported assignment or delegation in violation of this Section is null and void.
 - B. **Compliance.** Each Party shall comply with all Laws applicable to the performance of their rights and obligations under this Agreement.
 - C. **No Waiver.** No waiver of any right under this Agreement shall be deemed effective unless contained in writing and signed by the waiving Party. No failure or delay by either Party in enforcing any right or remedy under this Agreement shall be construed as a waiver.
 - D. **Force Majeure.** Neither Party will be liable for any delay or failure in its performance, except the making of payments, due to causes which are beyond its reasonable control, including but not limited to, an act of God, an act of civil or military authority, fire, epidemic, flood, earthquake, hurricane, riot, war, sabotage, terrorist attack, financial or other crisis, failure of supplier or governmental action.
 - E. **Governing Law.** This Agreement will be governed in accordance with the laws of the state of Michigan, without regard to conflict of law principles. Each Party hereby consents and submits to the exclusive jurisdiction of any federal or state courts sitting in Michigan in any action, suit, or proceeding arising out of or based upon this Agreement.
 - F. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable, such provision shall be deemed not to form part of this Agreement and shall be amended and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed and the remaining provisions of this Agreement shall remain in full force and effect.
 - G. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, and negotiations, both written and oral, between the Parties. The terms set forth in this Agreement prevail over any of Client's terms and conditions of purchase. Any Client issued purchase or insertion order is for Client's internal administrative purposes only, and does not serve to modify or amend the terms in this Agreement, even if acknowledged, executed, or processed. Further, any additional or different terms presented by Client that may accompany an order are expressly refused and Valassis's acceptance of such an order does not constitute acceptance of the additional or different terms.
 - H. **Amendment.** This Agreement may only be amended in a written document executed by the Parties. Notwithstanding anything to the contrary contained in this Agreement, Valassis may, from time to time, change its service offerings without the consent of Client



provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth herein.

- I. **Independent Contractors.** The Parties are independent contractors and have no power to bind, contract in the name of or create any responsibility for or liability against the other Party. Nothing contained in this Agreement shall be deemed to constitute a partnership or any other form of legal association between the Parties.
- J. **Publicity and Marketing.** Neither Party will issue any publication regarding this Agreement, such as a media release, press release or any other advertisement, without the prior written consent of the other Party; provided, however, that Valassis and its affiliates may use Client's name, logo, any published advertisements, and any case studies and/or performance metrics related to the Services (whether conducted or measured by Valassis or Client or a third-party on either Valassis's or Client's behalf) for customer lists and/or promotional materials, without Client's prior review or approval.
- K. **Survival.** All rights and obligations pursuant to this Agreement which by their wording or nature shall continue after termination of this Agreement shall survive any termination or expiration of this Agreement, including but not limited to the provisions regarding Ownership of Intellectual Property, Limitation of Liability, Indemnification, Governing Law, and Survival.
- L. **Acceptance of Agreement.** This Agreement may be executed in counterparts by the Parties, each of which constitutes one instrument. A signature of a Party sent by electronic transmission shall constitute an original and fully effective signature of the Party. This Agreement may also be accepted electronically or as incorporated as part of an order.

FREE STANDING INSERT RIDER

If Client is purchasing cooperative promotion programs ("FSI Services"), then the additional terms and conditions set forth in this Free Standing Insert Rider ("FSI Rider") will apply to the FSI Services. For the purpose of this FSI Rider, "Valassis" only means Valassis Communications, Inc., which is the Valassis affiliate providing the FSI Services. In the event of a conflict between the terms of this FSI Rider and the terms of the General Terms of Service, the terms of this FSI Rider shall prevail, but solely as to the FSI Services described herein.

1. **DESCRIPTION OF FSI SERVICES.** Valassis will provide cooperative free standing insert promotion programs ("FSI Programs") offered in newspapers, mail, the internet, Valassis's on-line portals or other alternative mediums of communication ("Communication Medium") distributed in various geographical markets ("FSI Markets") listed in Valassis's market list ("Market List"), which may be updated by Valassis from time to time to reflect circulation adjustments in FSI Markets. Valassis will grant certain reservations to Client and sell advertising space, cents-off coupons and/or other direct response consumer promotion offers ("Offers") pursuant to the terms of this FSI Rider. Valassis will print and deliver volume circulation quantities to meet the expectations as provided on Valassis's Market List. Valassis is not responsible for the act or omissions of the newspapers.
2. **ORDERS.** Client may place orders under this FSI Rider pursuant to an order detailing the specifications of the FSI Services ("FSI Order"). All FSI Orders placed under this FSI Rider are subject to the terms and conditions of this FSI Rider.
3. **RATES.** The rates for FSI Services are set forth on the Rates Rider and/or FSI Order. In the event that Client provides an Offer jointly with one or more third parties ("Tie-Ins"), Client shall pay to Valassis its pro-rata share of the space and production costs of Tie-Ins. Valassis may pass through to Client increases relating to the cost of the FSI Services, such as increases in printing, paper and fuel charges, upon 30 days written notice. In addition to the payment provisions of the General Terms of Service, Client shall pay Valassis for the additional charges that may be incurred by Valassis: i) for preparatory services performed by Valassis; ii) for newspaper surcharges and other items that were unknown or undisclosed at the time of signing a reservation request or a FSI Order; and iii) as a result of FSI Markets being added or deleted 7 business days after Client Material due dates.
4. **RESERVATION AND CHALLENGE PROCEDURE GUIDELINES.** FSI Services are subject to Valassis's reservation and challenge procedures ("FSI Reservation/Challenge Procedures"), which will be provided to Client by its Valassis sales representative. Client will comply with the FSI Reservation and Challenge Procedures.
5. **PRODUCT CATEGORY EXCLUSIVITY.** Valassis agrees that no coupon Offer from another client will be represented in the same free standing insert containing a coupon Offer of Client which falls within Client's product category(ies) designated on the reservation request or FSI Order submitted by Client to Valassis in accordance with the FSI Reservation/Challenge Procedures ("Category Exclusivity"). Category Exclusivity refers only to Client's products that are the subject of a coupon Offer. Client may, subject to written approval by Valassis, include an additional category or categories in a specific Offer. Client agrees that if the additional category(ies) is available, Client will pay for any additional charges associated with the additional category(ies). In the event that Client submits an Offer containing an unapproved additional category(ies), Client agrees that: i) if the additional category(ies) is available, Client will incur additional charges for each additional category; or ii) if the additional category(ies) is unavailable, Client will adjust Client's ad layout in the Offer to eliminate the unapproved additional category in those markets in which a conflict would exist.
6. **RETAILER REQUIREMENTS.** Advertising pieces submitted by Client are subject to retailer requirements, which will be provided to Client upon request. In the event Client at any time fails to comply with these retailer requirements, delays and/or additional charges may result for which Client will be liable.
7. **PRINTING TERMS.** Any Client Material provided for FSI Services must comply with Valassis's printing specifications set forth at <http://www.valassis.com/resources/production-specs/print-specs/index>. Valassis will not be responsible for the accuracy or reproduction quality of Client Material that does not conform to the printing specifications. Proofs supplied by Client must comply with Valassis specifications. Valassis is not responsible for errors if Client: i) supplies erroneous Client Material; ii) has not ordered proofs; iii) has failed to return proofs with indication of changes; or iv) has instructed Valassis to proceed without submission of proofs, or for errors otherwise resulting from Client's instruction or approval. Valassis will use commercially reasonable efforts to obtain the best possible reproduction of Client Material. However, variation is inherent in printing and Client agrees and accepts that a reasonable variation in color, tone and/or sizing between the proof and the completed job is acceptable.
8. **CANCELLATION FEES.** Any cancelled or modified FSI Order decreasing a FSI Order value by more than 10% will incur a cancellation fee of the full FSI Order value over the 10% allowed decrease, plus all other expenses incurred by Valassis relating to the cancelled or modified FSI Order. Notwithstanding the foregoing, with regard to FSI Orders resulting from a challenge (as specified in the FSI Reservation/Challenge Procedures), any such cancelled or modified FSI Orders will incur a cancellation fee of 100% of the FSI Order value



cancelled or modified, plus all other expenses incurred by Valassis relating to the cancelled or modified FSI Order. Any FSI Markets that are part of a FSI Order that are deleted by Client after the Client Material due date will be subject to additional fees. Notwithstanding the above, Valassis may not have the ability to cancel a FSI Order once production has begun.

9. **MEDIA RESTRICTIONS.**

- A. **Newspaper Exceptions.** Certain newspapers take exception to Offers which: i) mention or refer consumers to specific retailers; or ii) contain certain product categories newspapers deem objectionable and may refuse such advertisements or assess additional charges. For newspapers that, to Valassis's knowledge, will not accept such advertising, Client acknowledges and agrees that Valassis must comply and not distribute such advertisements in the newspapers having said policy. For newspapers that assess added charges based on: i) Client's ad mentioning or referring to specific retailers; or ii) based on containing what newspapers deem to be an objectionable category, Client agrees, upon notification by Valassis, to incur any and all such added charges.
 - B. **Retail Connection Inserts.** For Offers that Client is providing jointly with a retailer, it is the responsibility of the Client to have an agreement in place with such retailer prior to placing the Offer. When Valassis secures final print approvals from retailers, it is with the understanding that Client and retailer have mutually agreed upon the co-promotion. In the event that Valassis is unable to secure approval from a participating retailer, Client will be contacted. Standard Offer cancellation policies will apply.
10. **CHECKOUT COUPONS.** Valassis shall publish the coupon Offers pursuant to its checkout coupon services that is an extension to FSI ("Checkout Coupons") at the rate specified in the Rates Rider or FSI Order. Checkout Coupons shall be published in accordance with Valassis's program standards for Checkout Coupons. No Category Exclusivity shall apply to Checkout Coupons. Client agrees to honor the coupon Offer published in the Checkout Coupons.
11. **INSERT DATES.** For specific delivery day information, please refer to the "Co-Op Market List with Drop Days" listing. Please note, the Co-op FSI distribution into the market place occurs prior to or after the insert date listed on the FSI Order, based on the drop day schedule of each individual provider.
12. **OFFERS.** Client shall be solely responsible for fulfillment of its Offer, including but not limited to the handling and redemption of coupons and the costs of said redemption and fulfillment.