



## **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.

### DIRECT MAIL RIDER

If Client is purchasing direct mail distribution services ("DM Services"), then the additional terms and conditions set forth in this Direct Mail Rider ("DM Rider") will apply to the DM Services. For the purpose of this DM Rider, "Valassis" only means Valassis Direct Mail, Inc., which is the Valassis affiliate providing the DM Services. In the event of a conflict between the terms of this DM Rider and the terms of the General Terms of Service, the terms of this DM Rider shall prevail, but solely as to the DM Services described herein.

1. **DESCRIPTION OF DM SERVICES.** The following DM Services and any future DM Services offered by Valassis may be available for ordering under this DM Rider.
  - A. **Direct Mail.** Valassis will distribute Client Material into Valassis's defined geographical regions ("Market(s)") as part of Valassis's standard direct mail programs, alternate delivery programs, or both, based upon Valassis's sole discretion ("Program"). Direct Mail includes collating, addressing, bundling, packaging, and mailing in accordance with US Postal Service ("USPS") requirements for mail programs and collating, bundling, and distribution to individual households for alternate delivery programs. Valassis anticipates that the Program will be delivered by the USPS or our alternate delivery program on the time frame targeted for distribution ("In-Home Date"), but Valassis cannot guarantee the exact delivery date. Valassis will not be liable for USPS delivery delays or performance failures. Valassis may restructure or cancel a Market, provided that Valassis will promptly notify Client, and will make an appropriate adjustment to Client's revenue or volume commitment (if any) if such restructuring negatively affects Client's scheduled distribution. Valassis may cancel a Program to a Market, provided that Valassis will promptly notify Client, and will mutually agree with Client on an alternative for the cancelled Program, or refund the fees relating to the cancelled Program if an alternative is unavailable.
  - B. **Wrap.** Wrap is a jacket for the Direct Mail package. Valassis will print Client Material as part of the Wrap, and include it as part of the Program for Client's In-Home Date. Wrap is subject to Valassis's booking and confirmation rules for the Wrap, which may be updated by Valassis from time to time.
  - C. **Dynamic Postcard/Variable Data Postcard.** The Dynamic Postcard/Variable Data Postcard ("VDP") is a household-targeted product that is distributed as part of the Direct Mail package, but sits separately as a postcard. The VDP will be imprinted with Client Material, and may be produced in versions based upon database criteria and other options selected by Client. Some options, such as limited Solo Mail (defined below) in conjunction with the Program, may be available at an additional charge. The VDP will also be imprinted with the household address for each Program and may contain other information. Solo Mail distribution will require prepayment of Solo Mail postage at least 2 weeks in advance. Valassis does not supply the mailing list used for a VDP order but it may be licensed pursuant to a separate license agreement between Valassis and Client.
  - D. **Solo Mail.** Valassis will distribute, by mail for the mutually agreed upon In-Home Dates, Client Material by itself and with no other mail in the USPS rate class that Client selects to addresses using Valassis's mailing list or a mailing list that Client supplies ("Solo Mail"). Solo Mail may include printing of Client Material, transportation, printing and affixing address labels, bundling, packaging, and tagging according to USPS requirements, and depositing the mail with the USPS. Valassis cannot guarantee the exact delivery date. Valassis will not be liable for USPS delivery delays or performance failures. If Solo Mail rates quoted do not include postage, Client must either: i) establish a postage account with the USPS for Valassis's use in connection with Client's Solo Mail; or ii) prepay to Valassis all Solo Mail postage at least 2 weeks in advance of the applicable In-Home Date.
2. **ORDERS.** Client may place orders under this DM Rider in writing, by telephone, by electronic mail, or by facsimile detailing the specifications of the DM Services ("DM Order"). Valassis will not be responsible for DM Orders that are not confirmed by Valassis, such as lost, misdirected, incomplete, or unintelligible DM Orders. All DM Orders placed under this DM Rider are subject to the terms and conditions of this DM Rider.
3. **RATES.** The rates for the DM Services are set forth on the Rates Rider and/or DM Order. Any revenue or volume commitment made by Client ("Commitment") for the DM Services or incentives are set forth on the Rates Rider. Rates for any additional DM Services or Markets not specified on the Rates Rider may be specified in a DM Order. Upon 30 days' notice in writing, Valassis may increase rates to pass through costs attributable to: i) USPS rate cases, postage increases, rate restructuring, or mail class restructuring; ii) costs to qualify for, or participate in USPS discounts; and iii) costs to qualify program packages for mailing due to a change in USPS practices, rules or



regulations. These costs will be distributed ratably among direct mail program participants. Valassis may pass through to Client increases relating to the cost of the DM 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 the final amount(s) invoiced: i) in accordance with the section below entitled Household Counts; ii) based on the difference between the estimated and actual piece weight; or iii) relating to additional service charges.

4. **HOUSEHOLD COUNTS.** Estimated household counts for a DM Order are determined 28 days prior to the In-Home Date. Actual household counts are determined when the Program is completed. Valassis will apply a 2% adjustment as described in this section on Client's final invoice based on the actual household count of the DM Order. If the actual household count of the DM Order is no more than 2% below the estimate, Client will pay for the estimated household count. If the actual household count is more than 2% below the estimated household count, Client will pay for the actual household count plus 2%. If the actual household count for the DM Order is greater than the estimated household count, Client will pay for the actual household count.
5. **CLIENT SUPPLIED INSERTS.** Client shall supply Valassis with a sufficient quantity of the Client Material to include with the applicable DM Service, including a sufficient quantity to account for processing loss. Client Material must comply with the specifications set forth at <http://www.valassis.com/pdf/production-specs-templates/print/Direct-Mail-Specifications.pdf> and be provided to Valassis by the date set by Valassis. If the Client Material does not meet Valassis's specifications or is late, Valassis may, but is not required to, perform additional services, and incur additional expense. Client shall pay Valassis for these additional services, overtime and any late charges at Valassis's standard rates. All piece weights of Client Material are subject to verification by Valassis and the USPS and are rounded upward to the nearest hundredth of an ounce.
6. **VALASSIS CARE OF CLIENT MATERIAL.** Valassis shall use commercially reasonable efforts to keep Client Material in the same condition in which it arrived at Valassis's facility, but will not be responsible for damage or destruction, unless it was caused by Valassis's gross negligence or willful misconduct.
7. **VDP GUIDELINES.** Client warrants that the material used for VDP shall adhere to relevant Data & Marketing Association Guidelines which are specific to matters concerning privacy and confidentiality, and that Client will not reference in the VDP material any selection criteria or presumed knowledge about the recipient. For details, please refer to the "Rider to the VDP Program for Responsible Mailer Guidelines" which can be provided to Client upon request, by its Valassis' sales representative.
8. **DISTRIBUTION VERIFICATION.** Upon request by Client within 90 days of the In-Home Date, Valassis will certify that the applicable Client Material was deposited with the USPS and/or alternate delivery. No other evidence of distribution will be provided by Valassis.
9. **PRINTING SERVICES.** If Client is purchasing printing services ("Printing Services"), then the additional terms and conditions in this Section will apply to the Printing Services.
  - A. **Quality.** Any Client Material provided for Printing 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.
  - B. **Proofs and Print Variance.** 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 for Printing Services. However, variation is inherent in Printing Services and Client agrees and accepts that a reasonable variation in color, tone and/or sizing between the proof and the completed Printing Services is acceptable.
  - C. **Printing Overage Tolerance.** Consistent with industry standards, and to avoid distribution shortages, Valassis will print 2% more pieces than required to fulfill Client's orders (based on the original ordered counts) ("Print Overage Tolerance"). Client will pay for print and freight charges related to the Print Overage Tolerance.
10. **CANCELLATION FEES.** If Client cancels or changes a DM Order for a printed product, or if Client defaults upon any obligation to Valassis and as a result Valassis cancels a DM Order for a printed product, Client will pay the following cancellation fees based on the applicable percentage of the DM Order.
  - A. **Client Supplied Inserts.** 10% for cancellations or changes made 14 days or less from the beginning of Client's Program week, not to exceed a cancellation fee of \$1,500.
  - B. **Turnkey Products.** 50% for cancellations or changes after Valassis has begun printing; and 100% after Valassis has begun to merge the material into program packages. If Client orders store copy or other undistributed copy, Client's cancellation fee will be 50% after Valassis has begun printing. DM Orders cancelled prior to printing, but after ad production has begun, will be charged for any services incurred from the Valassis Insert Production Services and Pricing rate card.
  - C. **VDP.** 60% for cancellations or changes after Valassis has transmitted Client Materials to Valassis's printer; and 100% if the postcard has been printed. No partial cancellations will be accepted after materials have been transmitted to the printer.
  - D. **Custom Print and Custom VDP.** 25% for cancellations or changes after Client has placed Client's order; 60% after Valassis has ordered paper for Client custom print; and 100% for cancellations or changes 3 days or less prior to printing.
  - E. **Wrap.** 15% for cancellation or changes made between 91 and 150 days before the beginning of Client's Program week; 20% for cancellation or changes made between 61 and 90 days before the beginning of Client's Program week; 50% for cancellation or changes made between 46 days and 60 days before the beginning of Client's program week; 100% if 45 days or less from the beginning of Client's Program week.

### **DIGITAL RIDER**

If Client is purchasing digital services ("Digital Services"), then the additional terms and conditions set forth in this Digital Rider ("Digital Rider") will apply to the Digital Services. For the purpose of this Digital Rider, "Valassis" only means Valassis Digital Corp., which is the Valassis affiliate providing the Digital Services. In the event of a conflict between the terms of this Digital Rider and the terms of the General Terms of Services, the terms of this Digital Rider shall prevail, but solely as to the Digital Services described herein.



1. **DESCRIPTION OF DIGITAL SERVICES.** The following Digital Services and any future Digital Services offered by Valassis may be available for ordering under this Digital Rider.
  - A. **Digital Display, Dynamic Mobile, Digital Audio and Over-The-Top/Connected TV (“OTT/CTV”).** Valassis will distribute advertising across display, mobile, digital audio, and OTT/CTV advertising inventory sources by purchasing ad space from various digital display advertising inventory sources.
  - B. **Digital Coupons.** Valassis will display digital coupons for viewing by consumers on a Valassis website or other online properties, including those that may belong to Valassis affiliates or partners (“Digital Coupons Services”). Valassis will use commercially reasonable efforts to limit excess clips or downloads outside of Client’s committed budget. Redemption services and costs associated with the clearing, audit, settlement, or other associated charges related to the digital coupons are Client’s responsibility.
  - C. **Email Services.** Valassis will distribute email messages on behalf of Client.
  - D. **Social Influencer.** Valassis Digital will match vetted and trusted social influencers on behalf of Client to drive traffic and deliver media on behalf of Client. Creative and content services may also be available.
  - E. **Audience Segments.** Valassis Audience Segments combine mobile and desktop activity, in-market purchase intent and consumer interests from over one billion devices. The multi-channel audiences are location- powered and backed by insights and measurement that prove success. Reach in-market consumers with 750+ segments or build powerful custom audiences tailored to each unique campaign. Segments are accessible through Oracle, LiveRamp, and Adobe with connections to over 65 DSPs. In addition, the Audience Generator tool can be used to create the segments in a self-service fashion. These segments are available across social media and incorporate proprietary location, purchase intent, and interest targeting.
  - F. **Measurement Studies.** Valassis Measurement Studies shed light on the Client’s return on investment by combining real-world customer activity with data analysis. Valassis identifies which digital strategies result in purchase, visitation, and engagement (both in-store and online) so that the Client can maximize the impact of advertising spend. Measurement includes Sales Lift Impact, Foot Traffic Impact, and other measurement and planning tools as well as a Panel Based Measurement (Beta).
  - G. **Customer Data Onboarding.** Depending on the type of customer, Valassis is able to import a customer’s owned business CRM data and match it to the Valassis Consumer Graph<sup>™</sup> and all of the digital identifiers for that household. This can then be used for activation of offers and advertising.
2. **ORDERS.** Client may place statements of work and/or orders (collectively “Digital Order(s)”) under this Digital Rider, detailing the specifications of the Digital Services as accepted by Valassis. All Digital Orders placed under this Digital Rider are subject to the terms and conditions of this Agreement, including this Digital Rider.
3. **RATES.** The rates for the Digital Services are set forth on the Rates Rider and/or Digital Order. Valassis will inform Client if additional fees and charges may apply.
4. **ALL DIGITAL SERVICES TERMS.**
  - A. **Campaign Dates.** Campaign start and end dates listed in a Digital Order are approximate, and may be affected by late, incorrect, or incomplete Client Material. External partners, third parties, affiliates, and vendors may also modify these dates as required by their specifications.
  - B. **Quantity Changes.** Client may request a change in the quantity of any accepted Digital Order by notifying Valassis in writing, by email or by facsimile. Valassis will use commercially reasonable efforts to comply with Client requested quantity change. Valassis will have no responsibility if Client communication is lost, misdirected, incomplete, or unintelligible.
  - C. **Advertising Materials.** Valassis will not edit or modify submitted or approved Client Materials without Client’s approval. Valassis may, however, make formatting changes. Valassis may provide creative services at its customary rates if agreed upon in advance between Valassis and Client. Valassis’s only obligation with respect to typographic errors shall be to make appropriate corrections to future materials once Client informs Valassis in writing of the error.
5. **EMAIL SERVICES TERMS.**
  - A. **Guidelines.** All email messages sent on behalf of Client shall be subject to Valassis’s review. Valassis reserves the right to reject any email message for any reason and in its sole discretion. Failure to review or reject any email message shall not be deemed an approval by Valassis nor shall any review by Valassis be a substitute for Client’s own review and compliance with all applicable Laws or its obligations herein.
  - B. **The Message; Creative.** Valassis shall send emails on behalf of Client. Valassis is not responsible for the accuracy of the email message or its content. Valassis is under no obligation to Client to identify or correct any mistake, error, or omission in any message, creative, or other copy or materials provided to Valassis or approved by Client. Client shall be solely responsible for the accuracy of the message and its content, and Client represents and warrants that the email’s message and content are in compliance with all Laws and the obligations herein. 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.
  - C. **Transmission; Performance.** Subject to the foregoing subsections, Valassis will transmit the email message to a targeted group of consumers and/or businesses in the form provided and/or approved by Client. Valassis will not be responsible for the performance of the email campaign and does not guarantee any rate of opens or clicks. Valassis makes no representation as to, and does not guarantee, resulting sales or other measure of success. The transmission of an email message on behalf of Client shall not constitute an approval or endorsement of Client’s message; shall not constitute a warranty or guarantee by Valassis that Client has complied, in whole or in part, with its obligations hereunder; and shall not constitute a waiver of, or otherwise diminish, Client’s obligations under this Agreement.
  - D. **Email Addresses.** Client acknowledges that it is Client’s responsibility to maintain a list of any do-not-email requests it receives from any source. Prior to and during any email campaign, Client agrees to timely deliver an accurate, complete, and current list of any opt-out notices Client receives to Valassis, and as part of each campaign, Valassis may require that Client separately confirm in writing that Client has provided Valassis with Client’s opt-out list. For a reasonable period of time following each email campaign,



Valassis will make available to Client opt-out notices it or its supplier receives as a result of the campaigns. Client is responsible for adding these opt-out email addresses to Client's general do-not-email list. Client will also supply a physical mailing address to which communications may be directed.

- E. **SPAM & Text Messages.** Each Party shall comply with the provisions of the CAN-SPAM Act of 2003 and the Telephone Consumer Protection Act of 1991, as they may be amended, in performing their respective obligations hereunder, including but not limited to, the multiple sender rule, the use of an opt-out mechanism honored within 10 days and valid for 30 days, the use of clear and accurate header and subject line information, the use of a physical mailing address and obtaining prior consent before sending text and mobile service commercial messages.
  - F. **State Registry Laws.** Client acknowledges that the Utah Child Protection Registry Law and the Michigan Children's Protection Registry Act prohibit the following: sending email messages containing, directly or indirectly, advertisements or links to a website that advertises Prohibited Products. "Prohibited Products" means firearms, alcoholic beverages or products, gambling or gambling services, illegal drugs, pornography or obscene material, prostitution or any other product or service that a minor is prohibited by Law from purchasing, viewing, possessing, participating in, or otherwise receiving. Client represents and warrants that it will not advertise Prohibited Products in the states of Utah or Michigan, and Valassis may refuse to deploy any email messages into such states that it believes in good faith advertise Prohibited Products. 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.
  - G. **Special Indemnity.** For email Digital Services: i) Client will defend, indemnify, and hold Valassis, its affiliates and their respective employees, contractors, advisors, representatives, and agents harmless from all third party claims, suits, judgments, proceedings, losses, damages, fines, costs and expenses (including reasonable attorneys' fees) ("Loss") arising out of or relating to Client's failure to maintain and deliver to Valassis an accurate, complete, and current opt-out list, or the mailing of any campaign to individuals who allege to have opted out of commercial email from Client; and ii) Each Party will defend, indemnify, and hold harmless the other Party for any Loss arising out of or relating to the Party's violations of the CAN-SPAM Act or the Telephone Consumer Protection Act of 1991.
6. **DIGITAL COUPONS SERVICES TERMS.** Valassis's Digital Coupons Services provides Client with the ability to deliver coupons securely to consumers through online properties. These services are available in a self-service digital coupon platform as well as a managed-service model. Valassis is not responsible for generating barcodes or coupon clearing services and costs. Valassis is also not responsible for campaign creation, distribution, outcomes, or potential retailer issues created by utilizing Valassis's Digital Coupons Services.
  7. **SPECIAL CLIENT OBLIGATIONS WITH RESPECT TO DIGITAL SERVICES.** Client will not (and will not authorize or permit any third party to): (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, software or algorithms of the Digital Services; (b) modify, translate, or create derivative works based on the Digital Services; (c) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Digital Services or any third-party data provided via the Digital Services; (d) use the Digital Services for timesharing or service bureau purposes or otherwise for the benefit of a third party other than Client's end users; (e) remove or otherwise alter any proprietary notices or labels from the Digital Services or any portion thereof; or (f) use the Digital Services to create any other product or service. Client will use the Digital Services only in compliance with the rights granted hereunder.
  8. **PRIVACY.** Each Party shall maintain the privacy policies posted on its respective websites, and shall adhere to those privacy policies. Failure by either Party to adhere to its own posted privacy policy shall be considered a material breach of the applicable Digital Order. All personally identifiable information provided by individual web users who are informed that such information is being gathered solely on behalf of Client pursuant to the Client's posted privacy policy is the property of Client, is subject to Client's posted privacy policy, and is considered Confidential Information. Any other use of such information must be set forth in the Agreement signed by both Parties.
  9. **PERSONAL DATA.** For avoidance of doubt, IP addresses, device identifiers, and contact information for Client's designees coordinating the provision of the Services hereunder are not personal data for purposes of this Digital Rider. 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, and for Client and Valassis to exchange any information or data. 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.
  10. **CANCELLATION FEES.** Client may cancel Digital Orders issued under this Digital Rider upon at least 7 days' prior written notice to Valassis; provided, Client will pay for Digital Services that have already been performed, or which by their nature cannot be cancelled. Client also agrees to pay all additional costs and cancellation fees that may be incurred by Valassis in order to cancel ordered Digital Services, in addition to any cancellation fees or short rate described in a Digital Order.

### **NEWSPAPER INSERT RIDER**

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

1. **DESCRIPTION OF NEWSPAPER SERVICES.** Valassis will provide newspaper media planning and placement services. Valassis will leverage relationships with newspapers to place Client Material into newspapers, provided however that Valassis is not responsible for the acts or omissions of the newspapers or their contractors. Valassis will provide billing and payables service including discrepant invoice resolution for all insertion orders placed by Valassis on Client's behalf. Valassis may provide printing services as requested by Client.



2. **ORDERS.** Client may place orders under this Newspaper Rider pursuant to an order detailing the specifications of the Newspaper Services and accepted by Valassis ("Newspaper Order"). All Newspaper Orders placed under this Newspaper Rider are subject to the terms and conditions of this Newspaper Rider.
3. **RATES.** The rates for the Newspaper Services are set forth on the Rates Rider and/or Newspaper Order. In the event that Valassis may recommend alternative newspapers or distribution that may benefit the Client, Valassis will provide competitive rates for all such alternative newspapers or other distribution services. Valassis may pass through to Client increases relating to the cost of the Newspaper 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 program changes; iii) if a program is not contracted with required lead times; and iv) for other items that were unknown or undisclosed at the time of signing a Newspaper Order.
4. **QUOTES.** Prices quoted by Valassis for Newspaper Services are valid for 30 days.
5. **PROGRAM CHANGES.** Changes in the number of planned programs, circulation, print format, or targeting criteria could affect rates or incur cancellation fees, as outlined below. Valassis will work to minimize any possible change in pricing resulting from these changes; however, Valassis may adjust its pricing to Client in the event that Client changes increase costs.
6. **PAPER.** Standard paper lead times (prior to print date) are 6 to 8 weeks. If a program is not contracted with the appropriate lead times, Valassis reserves the right to adjust program pricing. If Client requests a change to the paper specifications after the paper has been ordered, or cancels the order altogether, cancellation fees as outlined below will apply.
7. **CIRCULATION ADJUSTMENTS.** Total circulation may vary based on adjustments in specific major markets.
8. **PRINTING TERMS.** In the event that Client requests printing as part of the Newspaper Services, this section applies. Client Material 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: i) if Client 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.
9. **CANCELLATION FEES.** Any canceled or modified Newspaper Order: i) decreasing a Newspaper Order value by 25% or more; and/or ii) changing the in-home date by 30 days or more will incur the following applicable cancellation fee:
  - A. **Non-Custom Print.** 25% of the Newspaper Order value for cancellations or changes made for non-custom print or non-print Newspaper Orders after Valassis's receipt of a Newspaper Order.
  - B. **Custom Print.** 60% of the Newspaper Order value for cancellations or changes made for custom print Newspaper Orders after the paper has been ordered by Valassis.
  - C. **All Newspaper Orders.** Notwithstanding the foregoing, 100% of the Newspaper Order value if a Newspaper Order is cancelled: i) within 3 days of the print date (for programs with print); or ii) within 14 days of the first in-home date (for programs without print).