

ADVERTISING COMMITMENT

This Advertising Commitment, entered into by and between Desert Sun Publishing, LLC and City Of Cathedral City is subject to the terms of the Advertising Services Agreement between Publisher and Advertiser dated as of January 21, 2016, (the "Agreement"). Advertiser and Publisher hereby agree to the following Commitment during the period indicated below ("Commitment Term"). If, during or at the conclusion of the Commitment Term, Advertiser desires to make a new Commitment with Publisher, the parties will separately execute a new Advertising Commitment that will supersede this Advertising Commitment and will be incorporated into this Agreement by reference. Capitalized terms used in this Advertising Commitment and not defined herein will have the meanings ascribed to such terms in the Agreement.

Commitment Term (insert dates): January 27, 2016 to April 24, 2016.

Total Spend (where applicable) \$12,536.00.

Rates: In connection with Advertiser's agreement to the Commitment described below, the parties agree that the rates set forth herein will apply to Advertiser's purchases of the Services described herein during the Commitment Term. Following the Commitment Term, unless the parties execute a new Advertising Commitment describing a new Commitment, all Services purchased by Advertiser will be billed at Publisher's then-current Standard Rate for such Services.

1. Print ROP & Preprint Advertising Rates (Addendum A). The Advertiser has hereby agreed to the following (size, frequency, PCI): 3x10 color ads three per week, at a rate of \$276.00 per ad for 12 consecutive weeks, total \$9936.00.

2. Digital Display Rates (Addendum A). The Advertiser has hereby agreed to the following (impressions, CPM, CPD, sponsorship):

3. Digital Marketing Services Rates (Addendum B). The Digital Marketing Services Rates outlined herein are based upon the Company's Digital Marketing Services Rate Card (SEO, PPC, email, social and web development): Hyperlocal Facebook advertising for 4 consecutive months, \$650 per month. Total \$2600.

4. Other Advertising (Specialty Magazine, We Print, Post its, etc.). The Rates for Other Advertising outlined herein shall be earned based upon fulfillment of the Advertising Commitment:

GENERAL NOTES:

AGREED AND ACCEPTED:

PUBLISHER

By: _____
Name: _____
Title: _____

ADVERTISER

By: _____
Name: _____
Title: _____

PUBLISHER

By: _____
Name: _____
Title: _____

AGENCY

By: _____
Name: _____
Title: _____

ADVERTISING SERVICES AGREEMENT

This Advertising Services Agreement (this “**Agreement**”) is entered into as of the date of later signature below (“**Effective Date**”) by and between [Desert Sun Publishing, LLC], with offices at [750 N. Gene Autry Trail, Palm Springs, CA 92262] (“**Publisher**”) and City Of Cathedral City, with offices at 68700 Avenida Lalo Guerrero, Cathedral City, CA 92234. Subject to these Standard Terms and Conditions (the “**Standard Terms**”), Advertiser desires to procure from Publisher, and Publisher desires to sell to Advertiser, on behalf of itself and/or its affiliates identified in this Agreement, the advertising services described in this Agreement (each a “**Service**”). Advertiser may purchase any of the Services described in this Agreement from time to time by submitting insertion order forms to Publisher that reference this Agreement and the applicable Service(s) to be purchased and contain other applicable terms and conditions (each an “**Order**”).

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

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

3. **Economic Terms.**

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

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

3.3. **Expenses.** All expenses related to the delivery of Advertiser Content or other materials to Publisher and the return of such materials by Publisher (if return is directed in

writing by Advertiser) shall be paid by Advertiser. Publisher may dispose of any advertising materials delivered to it unless acceptable prepaid return arrangements have been made.

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

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

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

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

4. **Advertising Materials.**

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

4.2. **License.** Advertiser hereby grants Publisher and its designees a non-exclusive, irrevocable, worldwide, transferable, sub-licensable right and license (i) to use, reproduce, mirror, distribute, modify, perform and display the Advertiser Content (or any portion thereof) via print and on the websites (mobile and traditional), properties, applications and/or devices described in this Agreement

(including any Orders) (collectively, the “**Distribution Networks**”); (ii) to modify, copy, reformat, transmit and otherwise manipulate the Advertiser Content in connection with such display; and (iii) to use Advertiser’s name and logo in connection with providing the Services.

4.3. **Clearances.** Advertiser will be responsible, at its own cost and expense, for obtaining all clearances, authorizations, permissions, licenses, and releases (collectively, “**Clearances**”) from third parties necessary to enable Publisher to distribute the Advertiser Content under this Section 4, including, without limitation, (i) Clearances for any of the following creative elements appearing in or otherwise displayed via the Advertiser Content: photos, video footage, music (including, without limitation, any synchronization and mechanical licenses), audio tracks, trademarks, service marks, and rights of publicity and other indicia of identity, and (ii) Clearances from any individuals or entities whose trademarks, service marks, other corporate indicia, names, voices, likenesses, and other indicia of identity may appear in any of the Advertiser Content.

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

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

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

being placed on the Yahoo! Properties pursuant to the terms hereof).

7. **Termination.**

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

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

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

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

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

8.2. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ALL SERVICES ARE PROVIDED “AS IS” AND “WITH ALL FAULTS.” PUBLISHER, ITS SERVICE PROVIDER AND ANY VENDORS SHALL HAVE

NO LIABILITY OR RESPONSIBILITY TO ADVERTISER OR ANY OTHER PERSON WITH RESPECT TO ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH ANY ADVERTISER CONTENT OR OTHER MATERIALS DISPLAYED ON ADVERTISER'S WEBSITE(S) OR THE FAILURE TO DISPLAY ANY SUCH MATERIALS ON PUBLISHER'S WEBSITE(S). PUBLISHER DOES NOT REPRESENT OR WARRANT THAT ANY SERVICES, ADS OR OTHER MATERIAL WILL BE DISPLAYED ON ANY PUBLISHER WEBSITE WITHOUT INTERRUPTION OR ERROR, AND PUBLISHER WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES INCURRED BY ADVERTISER RELATING TO THE UNAVAILABILITY OF THE INTERNET OR WEBSITE(S) ON WHICH ADVERTISER'S ADVERTISEMENTS ARE PUBLISHED. PUBLISHER MAKES NO REPRESENTATIONS OR WARRANTIES RELATING TO THE RESULTS OF SERVICES, INCLUDING WITHOUT LIMITATION, THE NUMBER OF IMPRESSIONS, CLICK-THROUGHS, OR LEADS AND ANY PROMOTIONAL EFFECT OR RETURN ON INVESTMENT.

9. **Indemnity.**

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

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

10. **Limitation of Liability.** EXCEPT FOR THE PARTIES INDEMNIFICATION OBLIGATIONS UNDER THIS

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

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

12. **Miscellaneous.**

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

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

12.3. **Assignment.** Advertiser may not assign any of its rights and/or obligations hereunder or this Agreement

without Publisher's prior written consent. Publisher shall have the right to assign, delegate or transfer, its rights and obligations, under this Agreement, in whole or in part. Publisher shall provide written notice to Advertiser of any such assignment.

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

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

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

12.7. Electronic Contract. The following provision applies if the Agreement is accepted electronically. The Agreement is an electronic contract that sets out the legally binding terms of the Services. Advertiser (or its authorized agent) indicates acceptance of the Agreement by clicking on the "Click to E-Sign" button (or its equivalent if the electronic signature platform being used does not have a specific "Click to E-Sign" button). This action creates an electronic signature that has the same legal force and effect as a

handwritten signature on a written contract under any applicable law or regulation, and is equally binding. By clicking on the "Click to E-Sign" (or equivalent) button, Advertiser (or its authorized agent) acknowledges reading and accepting the Agreement and represents, warrants and agrees that Advertiser (or its authorized agent) has the power, authority and legal right to enter into the Agreement on behalf of Advertiser.

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement, including all Addenda, as of the Effective Date.

PUBLISHER

By: _____
Name: _____
Title: _____
Date: _____

ADVERTISER

By: _____
Name: _____
Title: _____
Date: _____

PUBLISHER

By: _____
Name: _____
Title: _____
Date: _____

AGENCY

By: _____
Name: _____
Title: _____
Date: _____

ADDENDUM A – PRINT AND ONLINE ADVERTISING

If Advertiser is purchasing (i) print advertising (“**Print Ads**”) for display in Publisher’s newspaper property(ies) (each a “**Newspaper**”), or (ii) online display advertising (“**Digital Ads**,” and collectively with Print Ads, “**Ads**”) for distribution on Publisher’s digital media property(ies) (e.g., Publisher’s website(s), Publisher’s tablet or mobile applications, digital display ads associated with the e-edition of Publisher’s newspaper, etc.) specified in the applicable Order (each a “**Digital Property**”), Cars.com, and/or on 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.

11. **Native Advertising.** If the campaign(s) described in the Agreement contemplate that Publisher will distribute Native Advertising campaigns on behalf of Advertiser, "**Native Advertising**" shall include any long-form content that is published on Publisher's print and/or digital platforms (as specified herein) that is either (i) created by or on behalf of Publisher, at Advertiser's direction, for the purpose of enabling Publisher to run a contextually relevant advertisement on behalf of Advertiser ("**Publisher Content**"), or (ii) is provided by Advertiser or its designee for placement by Publisher in or on its print or digital properties specified herein ("**Advertiser Content**"). Advertiser, in its sole discretion, will have the right to approve any Publisher Content prior to publication by Publisher in connection with the campaign described herein, and Publisher, in its sole discretion, will have the right to approve any Advertiser Content prior to publication by Publisher in connection with such campaign. For clarity, Publisher will not be obligated to publish, via any platform, any Advertiser Content that Publisher determines, in its sole discretion, does not meet Publisher's content guidelines or is otherwise inappropriate for publication. In addition, Publisher reserves the right, in its sole discretion, to include labels in, on and/or around any Native Advertising published on behalf of Advertiser hereunder that indicate that the applicable Native Advertising content was sponsored by and/or provided by Advertiser.

ADDENDUM B - DIGITAL MARKETING SERVICES

If Advertiser is purchasing digital marketing services under this Agreement (“**Marketing Services**”), then the additional terms and conditions set forth in this Addendum B will apply to each Order Advertiser submits for such Marketing Services. Publisher has engaged G/O Digital, a division of TEGNA, Inc. (“**G/O Digital**”) to provide Marketing Services which 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 from time to time, subject to any applicable terms and conditions regarding such Service. G/O Digital shall 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.

5. **Additional Terms.** G/O Digital's policies regarding cancellation and termination of orders shall apply.

ADDENDUM A-2 – CARS.COM

If Advertiser is purchasing **Digital Ads** for distribution on Cars.com, the additional terms and conditions set forth in this Addendum A-2 will apply to each Product Order for such Ads.

- 1. Definitions.** “Cars.com” collectively means Cars.com, LLC and its subsidiaries and affiliates. “Content” means all content and materials provided or made accessible by Customer to Cars.com, including links, banner ads, videos, vehicle inventory data, text, branding, photos and images. “DMS” means Customer’s dealer management system. “Laws” means all federal, state, and local laws, rules, and regulations, including dealer licensing laws, vehicle advertising laws, the Federal Do-Not Call rules, and the Federal CAN-SPAM rules. “Listings” means those listings of Customer vehicles that are based on the Content and displayed on the Sites by Cars.com and on the sites of Cars.com’s distribution partners. “Materials” means all materials and services provided or made accessible by Cars.com to Customer, including web sites, software, technology, and other intellectual property, registered or not. “Policies” means the Cars.com advertising policies located online at <http://dealers.cars.com/adpolicies>, as updated from time to time. “Product(s)” means the products selected by Customer as set forth in the Order Form. “Sites” means the Web site located at www.cars.com (and any natural evolution thereof) and any mobile, private-labeled, co-branded or other versions of the site, and any other web sites owned or operated by or on behalf of Cars.com, regardless of URL. “User Data” means any personally identifiable information and financial information related to a user (including first name, last name, address, phone number, email address, social security number, and financial information) that is received by Customer through its use of a Product.
- 2. Term and Termination.** Orders cannot be cancelled during their initial term. The initial term for each Order made under this Agreement shall be the period specified in the Order Form, or if no initial term is specified, for 12 months, and shall commence upon delivery of a Product. Cars.com reserves the right to discontinue any Product at any time and may suspend performance for Customer’s failure to pay any invoice when due or Customer’s failure to comply with the Policies.
- 3. Content.** Customer grants Cars.com a perpetual, irrevocable, royalty-free, transferable, license to access, edit, store, enhance, modify, adapt, translate, copy, reproduce, distribute, transmit, broadcast, publish, perform and display publicly, prepare derivative works of, and otherwise use Content, and to sublicense such rights through multiple tiers. Cars.com reserves the right to modify the Sites and Products, and to edit or reject any Content or portion thereof from use on the Sites or Products in its sole discretion and without notice.
- 4. DMS Access.** If Customer requests that Cars.com extract Content from a DMS, Customer will provide Cars.com with all user names, passwords, and other information necessary for Cars.com and any agents and contractors working on Cars.com’s behalf to access the DMS and extract Content. In the event of such request, Customer expressly consents to Cars.com and its agents and contractors accessing and extracting Content from the DMS on an ongoing basis until such consent is revoked with written notice to Cars.com. Subject to applicable Law, Cars.com shall have a reasonable period of time to effect such revocation.
- 5. Materials, Products and User Data.** Customer may use the Materials solely as necessary for it to use the Products for their intended purpose. Customer shall not use or permit the use of the Products in any unauthorized manner. Materials and Products will remain the sole and exclusive property of Cars.com and its licensors. When contacted regarding a Listing, Customer agrees to respond to users in the manner requested by the user within 4 business hours. Customer agrees to protect User Data in accordance with the Law and use User Data solely to fulfill user requests and to provide customer service to the user.
- 6. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. CARS.COM DOES NOT REPRESENT OR WARRANT THAT PRODUCTS OR LISTINGS WILL BE FREE OF ERRORS. IN NO EVENT SHALL CARS.COM BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING LOST PROFITS, EVEN IF SUCH DAMAGES ARE FORESEEABLE. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF CARS.COM EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT IN THE 3 MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY. CARS.COM MAKES NO GUARANTEES WITH RESPECT TO THE SECURITY OR THE EFFECTIVENESS OF THE PRODUCTS.
- 7. Confidentiality.** Customer agrees not to disclose to any party or use for any purpose any non-public business, technical, or other information relating to or provided by Cars.com, including the terms of this Agreement and Cars.com’s trade secrets, marketing plans, business plans, product plans, pricing, financial information, software, and intellectual property. Customer agrees not to sell, lease, license, rent, transfer, or otherwise provide User Data to third parties (other than disclosing User Data to third parties as necessary for such parties to provide the permitted services on behalf of Customer) or use User Data in any other unauthorized manner, including spam, junk mail, or direct marketing.