

## Cox First Media Terms and Conditions for Digital Advertising Services

1. **Ordering of Services.** Advertiser shall purchase from Ohio Newspapers, Inc. d/b/a Cox First Media (“Cox First Media”), a Cox Enterprises company, the advertising services (“Services”) set forth in any accompanying advertising services orders (each an “Order”). Each category of Services is more particularly described herein. The applicable Order and these Terms and Conditions for Advertising Services (the “Terms”) and any addendum or exhibit together constitute the “Agreement.” In the event of a conflict among these Terms, an Order and any other document, these Terms shall govern unless the Order or other document specifically provides otherwise. Advertiser will provide the information or assistance specified in this Agreement.

2. **Key Definitions.** Throughout this Agreement, “Advertiser Provided Content” means advertising tags, text, data, still pictures, illustrations, graphics, other visual and audio materials, trade names, trademarks, service marks and metadata that Advertiser provides to Cox First Media or its Vendor(s) or approves for use in providing the Services. “Advertiser Approved Content” means text, data, still pictures, illustrations, graphics, other visual and audio materials, trade names, trademarks, service marks and metadata that Advertiser approves for Cox First Media to use in providing the Services. Advertiser Approved Content and Advertiser Provided Content are referred to herein as “Advertiser Content.” A “Cox First Media Affiliate” is an entity that controls, is controlled by, or is under common control with Cox First Media. “Cox First Media Affiliate Media” means one or more websites, pages, broadcast stations, search engines or directories, social media outlets, publications or other media (collectively, “Media”) which are owned by Cox First Media or a Cox First Media Affiliate or in which Cox First Media or a Cox First Media Affiliate may have ownership interest. “Non-Cox First Media Media” means one or more Media owned by an unrelated third party. “Site Owner” shall mean any owner/operator (which for avoidance of doubt may be Cox First Media, a Cox First Media Affiliate or an unrelated third party) of a digital (including mobile) property or medium on which Advertiser Content is placed or through which Advertiser Content is distributed. For purposes of clarity, “Site Owner” may also mean any third party social media platform(s) and/or ad network(s) through which Advertiser Content is distributed. “Subject Media” means Cox First Media Affiliate Media and Non-Cox First Media Media. “Vendor” means a Cox First Media Affiliate or other third party acting on Cox First Media’s behalf or providing it with services in support of the Services.

### CATEGORIES OF SERVICES

3. **Off-Line Advertising Placement.** Advertiser acknowledges and agrees that, if specified in the Order, Advertiser Content may be placed on behalf of Advertiser on Cox First Media-owned properties and on any specified third-party properties, including newspapers and magazines, in the frequency specified in the applicable Order. Unless expressly stated in the Order, the positioning and size of Advertiser Content is at Cox First Media’s sole discretion. Except as expressly stated in the Order, Cox First Media makes no guarantees with respect to timing, delivery, format, performance, audience size or exposure of any Service or Advertiser Content.

4. **Digital Advertising Placement.** The placement or distribution of Advertiser Content on Subject Media, including websites and mobile apps (“Digital Advertising Placement”), is subject to the additional terms set out in this Section.

4.1 **Digital Advertising Content.** Advertiser acknowledges and agrees that (i) Advertiser Content may be placed on behalf of Advertiser on Subject Media by Cox First Media, which placements Cox First Media

shall use commercially reasonable efforts to ensure are pursuant to terms substantially similar to the IAB/AAAA Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, version 3.0 located at [https://www.iab.com/wp-content/uploads/2015/06/IAB\\_4As-tsandcs-FINAL.pdf](https://www.iab.com/wp-content/uploads/2015/06/IAB_4As-tsandcs-FINAL.pdf) ("IAB Terms"); (ii) Cox First Media may execute insertion orders or other agreements to place such Advertiser Content on Advertiser's behalf; and (iii) Advertiser authorizes Cox First Media to act on its behalf in connection with such Services and consents to all such placements made pursuant to the Agreement. Advertiser agrees to comply with all Advertiser obligations under the IAB Terms. Unless otherwise specified in the Order, the positioning and size of Advertiser Content is at Cox First Media's or Site Owner's sole discretion. Cox First Media provides Advertiser with estimated usage in the Order only as a courtesy and shall not be liable for any claims relating to such usage statistics. Neither Cox First Media nor Site Owner makes any guarantees with respect to usage statistics or levels of impressions, click through rates, page views, consumer responses, impact on sales or other metrics or any other performance commitments of any Advertiser Content, however Cox First Media will use commercially reasonable efforts to fulfill impression targets identified in the Order for Advertiser Content that is placed on Cox First Media Affiliate Media. Further, if specified in the Order, Cox First Media will make commercially reasonable efforts to provide Advertiser Content via all "Tier 1" mobile telephone service providers (currently AT&T, Verizon Wireless, Sprint, and T-Mobile). Advertiser shall provide the Advertising Content to Cox First Media the herein indicated number of business days before the start date specified in the Order (or, in any case, earlier if requested by Cox First Media) Late submissions may result in delays in the start date. Advertiser shall be liable for any charges assessed by the Site Owner due to delays by Advertiser or its agents in providing the Advertiser Content.

4.2 Mobile Advertiser Content. Advertiser understands that Mobile Advertiser Content Services shall not include delivery or arrangements for delivery of SMS or other text messages, automated or other telephone calls to consumers or Advertiser customers or facsimile. Requests for such services must be set out expressly in an Order and shall be subject to additional terms and conditions.

4.3 Submission of Advertiser Content. Advertiser shall submit Advertiser Content in accordance with Site Owner's policies in effect from time to time, including policies regarding format and submission deadlines. However, Cox First Media or the Site Owner, in its sole discretion, may refuse to include or may remove any particular Advertiser Content from the Site, as well as reject any URL link embodied in the Advertiser Content. All expenses connected with the delivery to Cox First Media or the Site Owner of Advertiser Content shall be paid by Advertiser. Cox First Media and Site Owner may dispose of or delete any such materials at the conclusion of the ad campaign in the Order.

4.4 Links from Site Owner Site(s). If the Order contemplates that Site Owner will provide links from any Subject Media to any website owned by or provided on behalf of Advertiser, Site Owner may nevertheless, in its sole discretion from time to time, eliminate or disable any link from any of its Subject Media to any such third party website if Site Owner in its sole discretion deems any of the content of such website either inappropriate or otherwise objectionable or undesirable (whether for editorial, legal, business or other reason).

4.5 Ownership. Cox First Media Affiliates or Site Owner own all right, title and interest (including copyright) in their respective Subject Media and all user information (including any personally identifiable transactional data or demographic information) collected by Site Owner in connection with any campaign hereunder, subject to the rights, if any, of Site Owner's licensors, as well as in any advertising material or

other content that is furnished by or represents the creative effort of Cox First Media or Site Owner and their affiliated entities. Except as stated in an applicable Order, Advertiser shall not place or knowingly permit advertisements that obstruct or interrupt the user's experience on any Site Owner's property, including expanding Advertiser Content, pop-under Advertiser Content or pop-up Advertiser Content. Advertiser shall ensure that no spyware, cookies, tracking, snooping or scripting software (e.g. Java Script) or malicious code are included with any of the Advertiser Content, nor will Advertiser include or place within the Advertiser Content or otherwise any software to track usage or monitor an individual's usage of a website or other digital property. Cox First Media and Site Owner reserve the right to audit the Advertiser's content at any time for such software or code. Advertiser's use of any such software or code shall constitute a material breach of this Agreement. Advertiser shall not capture, share or use any personally identifiable information from any Subject Media or from any visitors to any such Subject Media.

5. Call Tracking. Cox First Media may provide Advertiser a call tracking service that offers inbound call tracking, I routing, c recording, classification and transcriptions, specific information about the caller, advertising channel information for incoming phone calls, as well as software maintenance and upgrades and customer support, that enable Advertiser to track the performance of its advertising campaigns. Advertiser acknowledges and agrees that Cox First Media or any Vendor that is utilized to assist in providing call tracking shall have the right to access Advertiser's account(s) with the Site Owner and to use, modify, reproduce, distribute, display and disclose any information collected solely to the extent necessary to provide the call tracking service, including in response to your support requests.

6. Custom Services. Custom Services shall mean all custom design Services for the design of websites performed by Cox First Media on behalf of Advertiser. Custom Services must be specified in the Order and will require consultation, build/development and review pursuant to an agreed Statement of Work or schedule. Further, Advertiser is responsible for reviewing and approving all website development and other content development work performed by Cox First Media. All right, title and interest to content and functionality developed, owned or arranged by Cox First Media or a Vendor shall be considered Cox First Media Creative (as defined in Section 15). Cox First Media hereby grants to Advertiser a license for the term of the applicable Order to display, reproduce, transmit, distribute and otherwise use the Works in the manner contemplated in the Order and subject to the terms of this Agreement.

7. SEO/SEM and Listings Services. Search engine optimization ("SEO")/search engine marketing ("SEM") and Listings Services shall be subject to the additional terms set out in this Section.

7.1 SEO involve the use of a variety of tactics at Cox First Media's sole discretion that are intended to earn search placements with third- party search engines. SEM relies on paid advertising with search engines for placement in or alongside search results.

7.2 Listing Services include efforts to manage the consistency of Advertiser publicly available data (address, contact information, name) across internet directories and similar resources, the extent of such efforts and the identities and number of such directories and other resources all determined by Cox First Media in its sole discretion. Cox First Media or Vendor may add Subject Media to Advertiser's subscription to listings from time to time. If Subject Media that are included in Advertiser's subscription to listings is dropped from Cox First Media's publisher network, or if Subject Media no longer accept listings from clients that are not small businesses, then such Subject Media will no longer be included in the Service.

7.3 Subject Media that are included in the Services may incorporate Advertiser's consumers' location data within its databases and may make the location data available to its respective data clients both during and after the term of the Agreement. Notwithstanding anything herein to the contrary, certain features of listings (for example, synchronization and directory publication) may not apply to data aggregators, submission Subject Media, or navigational Subject Media.

7.4 Advertiser may be required by certain Subject Media to agree to such Subject Media terms and conditions or other policies. In such event, if Advertiser wishes to have its content published on such Subject Media, Advertiser hereby agrees to comply with (and to ensure that all Advertiser Content complies with) all such terms. Upon any actual or alleged failure to comply with such terms, in addition to our other rights and remedies, Cox First Media will have the right to immediately suspend access to that Subject Media or suspend provision of the applicable Service until such failure is cured by Advertiser and, if directed by Subject Media, to terminate the applicable Service (as it relates to such Subject Media).

7.5 If Advertiser subscribes to a package for listings which allow international locations, then the locations purchased for listings may be located in any country unless prohibited by law. If Advertiser subscribes to a package for listings that only allow locations in the United States, then the locations purchased for listings must only be located in the United States of America.

7.6 If Advertiser purchases duplicate suppression, duplicate suppression is available no more than once every three months. Cox First Media makes no guarantee that all duplicate listings will be identified and removed.

8. Reputation Management. Cox First Media may provide Advertiser reputational management services, including the monitoring of directory and review websites, notification to Advertiser of public comments or criticisms of Advertiser or its products or services, and advice to Advertiser on potential responses. If Cox First Media chooses to provide this service, Advertiser acknowledges and accepts that Cox First Media has the sole discretion in determining the extent of any such monitoring, notification and advice, including which websites to monitor, and Cox First Media expressly disclaims any representation or warranty of completeness or accuracy and any and all liability arising out of or otherwise resulting from any notifications or advice it may provide to Advertiser.

## GENERAL TERMS

9. Authority and Non-Exclusivity. In providing the Services, Cox First Media may purchase advertising and engage in advertising services on Advertiser's behalf, pursuant to Advertiser's instruction and control. Advertiser acknowledges and agrees that (i) this Agreement authorizes Cox First Media to contract for and place such advertisements and provide such advertising services on behalf of Advertiser and (ii) Advertiser shall pay any amounts owed under such contractual arrangements. With respect to both Cox First Media and Advertiser, the Services shall be non-exclusive during the Term.

10. Term and Termination. The term of the Agreement ("Term") is as stated in the Order. Unless otherwise stated in the Order, either Cox First Media or Advertiser may terminate without cause upon thirty (30) days' prior written notice to the other; provided, however, that such termination by Advertiser will not excuse Advertiser from paying in full for all Services provided as of the date of termination or for non-cancellable third-party fees or expenses incurred by Cox First Media for Advertiser. Either Advertiser or Cox First Media may terminate if the other party is in material breach and such breach is not cured within

twenty (20) days of written notice from the non-breaching party; provided, however, that Cox First Media may terminate immediately if Advertiser fails to pay any invoice when due. Cox First Media may immediately terminate all or a portion of the Agreement or any Order if any agreement between Cox First Media and any third party necessary to provide all or an applicable aspect of the Services is terminated. Upon termination, all charges for Services performed before the termination date and all non-cancellable expenses incurred by Cox First Media shall become immediately due and payable. Upon termination, Cox First Media will retain any Advertiser Content for a period of thirty (30) days. During such time, Advertiser may request to reinstate any Services or request that a copy of the Advertiser Content be transferred to Advertiser or another third party. Should Advertiser request any Advertiser Content to be transferred to Advertiser or another third party during the first thirty-six (36) months of the Agreement, Advertiser shall pay a transfer fee to Cox First Media as stated in the Order. From thirty (30) days after expiration or termination and thereafter, all Advertiser Content may be deleted by Cox First Media in Cox First Media's sole discretion.

11. Payment. Invoices are deemed correct absent written objection from Advertiser within thirty (30) days of delivery or presentation. All invoiced amounts are payable to Cox First Media. Payment is not considered made unless delivered to and received by Cox First Media. All payments are due within thirty (30) days of the applicable invoice date, unless otherwise provided for in any Order (whether single or recurring) and may be due in advance of the performance of the Services. Cox First Media may assess interest of 1.50% per month (or the highest rate permitted by law, if less) on any overdue balance, unless disputed in writing and in good faith by Advertiser within thirty (30) days of the date of the applicable invoice (or, if a shorter period is prescribed for payment, before the payment due date). Upon any failure by Advertiser to make payment, Advertiser is responsible for all reasonable expenses (including attorneys' fees) incurred by Cox First Media or Vendor(s) in the collection of such amounts. Advertiser is responsible for paying any applicable taxes applied to the Services, except for taxes on Cox First Media's income.

12. CHANGES TO RATES AND OTHER TERMS. Once invoiced, rates are not subject to change during the initial Term as set forth on the Order, except in the case of unforeseen changes in costs assessed by third parties to Cox First Media, in which case Cox First Media may pass along those increased costs. SUBJECT TO THE FOREGOING AND TO SECTION 1, COX FIRST MEDIA RESERVES THE RIGHT TO AMEND THE TERMS, CONDITIONS, RATES AND ANY OTHER PROVISIONS SPECIFIED IN THESE TERMS UPON THIRTY (30) DAYS' ADVANCE NOTICE THROUGH POSTING OF THESE REVISED TERMS. CHANGES THAT MATERIALLY IMPACT THE RIGHTS OR OBLIGATIONS OF ADVERTISER WILL BE NOTIFIED TO ADVERTISER AT THE EMAIL ADDRESS INDICATED ON THE APPLICABLE ORDER. IF COX FIRST MEDIA EXERCISES THIS RIGHT, ADVERTISER MAY, AT ANY TIME WITHIN SAID THIRTY (30) DAYS, BY WRITTEN NOTICE TO COX FIRST MEDIA, CANCEL THE AGREEMENT (OR ANY PARTICULAR ORDER), AND, IN THAT EVENT, THE UNAMENDED RATES SHALL APPLY TO ALL SERVICES SET OUT IN THE CANCELED ORDER WITHIN SUCH THIRTY (30) DAY NOTICE PERIOD. COX FIRST MEDIA SHALL USE COMMERCIALY REASONABLE EFFORTS TO CANCEL PENDING REQUESTS FOR PLACEMENT OF ADVERTISER CONTENT WITHIN FORTY-EIGHT (48) HOURS OF RECEIPT OF NOTICE OF TERMINATION BY ADVERTISER, UNLESS A LONGER PERIOD IS REQUESTED BY ADVERTISER AND AGREED BY THE PARTIES. For avoidance of doubt, an increase in costs during the initial Term that is passed through to Advertiser as contemplated in this Section is not an amendment that triggers Advertiser's rights under this Section.

13. Agencies. If the entity entering the Agreement as "Advertiser" is an agency or media placement service, then the entity that is the actual advertiser, as well as the agency or media placement service, will

be jointly and severally liable hereunder. The entity signing the Agreement as Advertiser represents, warrants and covenants that it is duly authorized and has the full power to bind itself and any entity on behalf of which it is acting (which, in the case of an agency or media placement service, necessarily will include the actual advertiser), and agrees to indemnify and hold Cox First Media harmless from and against any and all claims, losses, damages or costs (including attorney's fees and costs) arising out of a breach of the foregoing. Advertiser shall be solely responsible for any commission due to any agency or media placement firm.

14. Use of Affiliates and Vendors; Rebates and Revenue Share. Services may be provided by Cox First Media or a Cox First Media Affiliate or other Vendor. Advertiser understands and agrees that Cox First Media may propose to place Advertiser Content with Cox First Media Affiliate Media and may utilize Vendors owned or operated by Cox First Media or a Cox First Media Affiliate in connection with the Services. Advertiser further understands and agrees that in connection with providing the Services, Cox First Media may receive rebates or other revenue sharing payments for placements made on behalf of Advertiser. Advertiser further understands and agrees that, in the case of Cox First Media Affiliate Media, Cox First Media shall not, and Cox First Media Affiliate shall have no obligation to, change its indexing and ranking methodologies based on Advertiser's needs; provided that Cox First Media will keep its own indexing and ranking methodologies consistent for all similarly situated customers. Cox First Media will act in the Advertiser's best interests when performing Services and will not place Advertiser Content on Cox First Media Affiliate Media or on other Subject Media in which Cox First Media otherwise has an interest (including rebate or revenue-share arrangements) unless Cox First Media has determined that such placement is the most appropriate, available medium for such Advertiser Content under the circumstances.

15. Advertiser Acknowledgements. Advertiser understands, acknowledges and agrees to the following terms: (a) Cox First Media does not have control or is expressly disclaiming any intent to attempt to exercise control for the benefit of Advertiser over the policies of Subject Media with respect to the type of sites or content that they accept now or in the future; (b) Advertiser's website(s) or content may be excluded from any Subject Media at any time at the sole discretion of the Subject Media; (c) Cox First Media has no control or is expressly disclaiming any intent to attempt to exercise control for the benefit of Advertiser over the indexing and ranking methodologies, policies for the display and prioritization of content or changes thereto of Subject Media, and changes in these methodologies can result in significant changes in Advertiser's page rankings and the display and visibility of Advertiser's content; (d) occasionally, Subject Media will drop listings or content for no apparent reason or may modify listings or content to conform to their standards and policies, which may change over time; (e) Cox First Media is not responsible for any changes made to Advertiser's website(s) by Advertiser or other parties that adversely affect the search engine or directory rankings of Advertiser's web site(s) or the appearance of Advertiser's content or links in Subject Media; (f) Cox First Media will use commercially reasonable efforts to honor cancellation or change requests with regard to the placement of Advertiser Content in connection with the Services within forty-eight (48) hours of receipt of such cancellation or change request, but that timely cancellation or change requests is not guaranteed; and (g) all Services that represent the creative effort of Cox First Media or Vendors or the use of creativity, illustrations, labor, composition, or material furnished by them (collectively "Cox First Media Creative"), are and shall remain the property of Cox First Media or its Vendors (as applicable), including all rights of copyright herein. Advertiser acknowledges and accepts that Cox First Media does not have control over and shall have no

responsibility for telecommunications providers or their networks, network aggregators or other intermediaries, including any network or service outages or interruptions, and any errors, omissions or failures by telecommunications providers or networks to deliver the Advertiser Content in accordance with the applicable advertising campaign details. Advertiser understands and agrees that it cannot authorize reproductions, in whole or in part, of any Cox First Media Creative or the Advertiser Content as modified for use or as embedded in the Cox First Media Creative. Advertiser agrees not to: (i) copy, modify, prepare derivative works of, decompile or reverse engineer any Service, the platforms relating to any Service, or any portion of any of the Services, (ii) use the Services or related platforms to store or transmit any malware, or for any unlawful or fraudulent purpose, (iii) use the Services or related platforms to create or assist a third party in creating a competing product, (iv) sell, resell, license, sublicense, distribute, rent or lease the Service platforms or any Service, (v) bypass or breach any security device or protection used by the Services, (vi) access or use the Services in any manner or for any purpose that infringes or misappropriates or otherwise violates any intellectual property right, privacy right or other legal right or interest of any third party, or (vii) access or use the Services in violation of this Agreement or in a manner that is intended or reasonably could be foreseen to harm Cox First Media, a Cox First Media Affiliate or any third party.

16. **Obligation To Review Advertiser Content.** Advertiser is responsible to ensure that all Advertiser Content used in any Service shall comply with the Service's then-current technical direction, guidelines, practices and specification. Further, Advertiser will ensure that the Advertiser Content complies with all polices governing advertising within and general use of the Service, as such polices may be updated from time to time, including policies governing (a) prohibited content; (b) restrictions on content; (c) video ads; (c) targeting; (d) data collection and use; and (e) lead ads that collect prohibited categories of information. Any such Advertiser Content, as provided to any Service, will not contain instructions, recipes or formulas that would either directly or indirectly, if implemented, result in injury to the Service or any third party, and all statements and claims made in Advertiser Content must be truthful, substantiated and not misleading. Advertiser must review and approve all Advertiser Content before its use in any Service, including Advertiser Content that may be prepared by Cox First Media or its Vendor on behalf of Advertiser. Cox First Media shall have the right, but not the obligation, to edit, revise, reject or cancel any Advertiser Content or campaign at any time if in its sole discretion Cox First Media believes such Advertiser Content or campaign violates this provision. Cox First Media shall not be liable for any damages incurred by Advertiser because of any such action. If Cox First Media identifies any Advertiser Content that is inaccurate or contains errors (e.g. the incorrect spelling of a city name or a wrong zip code), or non-compliance with any Subject Media formatting guidelines (e.g. use of unsupported special characters), Cox First Media may (but is not required to), in addition to its other available rights and remedies, modify the Advertiser Content to rectify the error. Cox First Media's or its Vendor's review of Advertiser Content does not constitute legal advice or an opinion as to the appropriateness or legality of any such materials or the applicable advertising campaign, nor does such review constitute an acceptance of responsibility for the materials or waiver of any remedy to which Cox First Media is entitled in this Agreement. Advertiser should consult with its own attorney and advisors to confirm the appropriateness and legality of its Advertiser Content or the applicable advertising campaign.

17. **Access to Advertiser's Accounts.** Where necessary for Cox First Media to provide the requested Service, Advertiser hereby agrees to provide Cox First Media with access to any account(s) it maintains with a Site Owner or other Subject Media and grants Cox First Media the right to access and use

Advertiser's account, in each case solely as and to the extent necessary to enable Cox First Media to perform the Services ordered in the Order. Cox First Media agrees to use such access privileges for the sole purposes of managing the advertising campaign(s) and otherwise performing the Services ordered in the Order on behalf of and for the benefit of Advertiser. Advertiser may, at any time, revoke such access privileges; however, in that instance, Advertiser understands that Cox First Media may not be able to perform some or all the Services ordered in the Order and excuses Cox First Media from any obligations to do so. Cox First Media will comply with the policies of the applicable Site Owner or Subject Media in its use of Advertiser's Site Owner account(s). Upon the termination of the Order, Advertiser will disable Cox First Media's access credentials and, in the event that Advertiser is unable to disable said access credentials, Advertiser shall request in writing to Cox First Media that Cox First Media promptly relinquish such credentials for the applicable Site Owner or any other Subject Media.

17.1 In accordance with the foregoing and Cox First Media's right to access and use Advertiser's Site Owner or Subject Media accounts, Advertiser acknowledges and agrees that, for the Services Cox First Media performs with respect to each such Site Owner or Subject Media, all such Services shall be at Advertiser's sole direction and control, and Cox First Media shall have no responsibility and/or liability to Advertiser or any other person regarding any and all compliance and privacy or data protection obligations related to its performance of such authorized Services.

18. Other Authorizations. Advertiser grants Cox First Media the right to contact, contract with and make payments on Advertiser's behalf to third-party website owners, bloggers, content writers and other social networks on its behalf for the purpose of placing custom content about Advertiser on such third-party websites or other media. Cox First Media also may require access to the backend of Advertiser's website and authorization to make changes to content and HTML tags. In accordance with the Agreement, Cox First Media has the right to reject any Order for SEO or other Services should the Advertiser's website platform not meet Cox First Media's requirements. In this case, Advertiser will be alerted to such rejection within a reasonable period of time, and Advertiser will be issued a full refund. Cox First Media will not create new website pages on behalf of Advertiser as part of SEO Services under the Order.

19. Campaign Data. Advertiser hereby grants to Cox First Media the right to place within the Advertiser Content and within the Advertiser websites referenced in the Advertising Content tags, gifs or other means of collecting behavioral data and data regarding optimization and performance, including without limitation impressions, click-through rates and other metrics to assess the usage, traffic and effectiveness of the Advertiser Content. Cox First Media may, to the extent it deems appropriate, collect and compile certain non-personally identifiable information about user traffic and the delivery of the Advertiser Content ("Campaign Data"). Campaign Data may include advertising impressions served to and Advertising Content and Advertiser website content accessed by users. Campaign Data shall be the property of Cox First Media and shall be deemed to be the Proprietary Information of Cox First Media. Without limiting the foregoing, Cox First Media may use and disclose the Campaign Data (i) for reporting purposes that may be subsequently provided to Advertiser as well as, in aggregate form, to potential customers and other third parties;

(ii) if required by any court order, law or governmental entity; and

(iii) for other Cox First Media business purposes. For the avoidance of doubt, Cox First Media will not use Campaign Data that is comprised solely of profiles of visitors to Advertiser's website(s) to retarget a visitor for a purpose other than performing the Services; provided, however, that the foregoing limitation does

not limit Cox First Media from repurposing aggregated Campaign Data for any purpose, so long as it is not joined with data that is specific to or allows identification of Advertiser's website. Likewise, Cox First Media will not sell or otherwise disclose Advertiser-specific profile data to any third party or Affiliate, except as and to the extent necessary to perform its obligations under the applicable Order.

20. Cox First Media APIs. In connection with the Services, Cox First Media may offer Advertiser access to one or more application program interfaces (collectively the "APIs" and each an "API"), including an API that allows Advertiser to pull reviews into third-party or in-house services. Use of the APIs is subject to applicable product terms or other applicable agreements between Advertiser and Cox First Media regarding the API(s). Any data or content provided via an API, including third party content (e.g., reviews), may not be used other than for Advertiser's (or in the case of reseller partners or agencies, Advertiser's clients') internal analysis. Advertiser acknowledges and agrees that Advertiser is solely responsible for any Service orders placed through an API. Advertiser may not grant any third party access to an API absent the prior written consent of Cox First Media.

21. Passes. Certain Services may allow Advertiser to create and distribute coupons, offers and other passes in conjunction with other Services (each a "Pass"). The availability of any Pass feature may be discontinued at any time and any Pass may be rejected by a third- party provider (e.g., Apple and Google) at any time. Each Pass must contain Advertiser's name and address, and the contact information (telephone number; email address) to which any end-user questions, complaints, or claims with respect to Advertiser's Pass should be directed. Advertiser is solely responsible for including, at Advertiser's discretion, any relevant end-user terms of use associated with Advertiser's Pass. Cox First Media will not be responsible for any failure of the Pass to comply with applicable laws (including applicable Marketing Laws), or any violations of Advertiser's end- user terms of use, nor will it be responsible for any Advertiser Content included on Advertiser's Pass. Advertiser will be solely responsible for all user assistance, warranty, fulfillment, and support related to Advertiser's Pass.

22. Betas. Advertiser understands and acknowledges that Cox First Media may, at its option, provide certain products, features and services that are in development by Cox First Media or otherwise not yet made generally available to the public (each a "Beta"). Advertiser acknowledges and agrees that Betas are (a) made available on an "AS IS" and "AS AVAILABLE" basis for the sole purpose of evaluating the Beta and providing Cox First Media with feedback on the marketability, quality and usability of the Beta, and (b) provided on a non-exclusive basis. Cox First Media may discontinue any Beta at any time in Cox First Media's sole discretion and may never make them generally available. Any feedback that Advertiser provides in connection with Advertiser's use of a Beta may be used, modified and incorporated by Cox First Media in its sole discretion, including in its Services and documentation, and Advertiser grants to Cox First Media a perpetual, irrevocable, worldwide, exclusive, royalty free, sublicensable license to Cox First Media to use any and all feedback, comments, and suggestions in Cox First Media's sole discretion with no obligation to Advertiser.

23. Advertiser Representations and Warranties. Advertiser represents, warrants and covenants that it has the rights to publish, transmit, share, link to and make copies of all Advertiser Provided Content and any other material that Advertiser provides to Cox First Media or authorizes Cox First Media to access or use in connection with the Services and to use and authorize use of the Advertiser Provided Content in the manner for which it is provided to Cox First Media, without infringing upon any rights of any third party or violating any applicable laws, rules or regulations. Advertiser shall be responsible for any and all

copyright and performance rights fees arising from the use, storage and transmission of all Advertiser Provided Content, including ASCAP, BMI or SESAC licensing fees, and any statutory compulsory license or other license fees to be paid with respect to the copyright in any sound recordings made a part of Advertiser Provided Content. For avoidance of doubt, Advertiser Provided Content includes content or materials created by Cox First Media or a Vendor that are based upon the materials supplied by Advertiser to Cox First Media and are approved and proofed by Advertiser for publication, distribution or use. Advertiser further represents, warrants and covenants that: (a) all Advertiser Provided Content and Advertiser's use of the Services complies with all applicable laws and regulations, including 15 U.S.C. §§ 7701-7713 (the CAN-SPAM Act) and 47 U.S.C. 227 (the Telephone Consumer Protection Act) (all such laws and regulations collectively, "Marketing Laws") and Cox First Media's commercial and program standards; (b) the Advertiser Provided Content contains no defamatory matter and does not violate any right of privacy or publicity, or any other proprietary or other rights of any third persons; and (c) the Advertiser Provided Content does not give rise to any product liability or other claim. Advertiser is responsible for reviewing, approving and verifying the accuracy, legality and appropriateness of all Advertiser Provided Content. Advertiser may provide feedback or updates to Cox First Media if Advertiser determines that any Advertiser Provided Content, as utilized in the Services, has any inaccuracies or needs to be revised, and Cox First Media will use commercially reasonable efforts to make corrections or appropriate revisions in a timely manner. Advertiser acknowledges and agrees that Cox First Media may offer features that allow Advertiser to link to and share public photos and videos posted on social media sites (e.g., Instagram). Advertiser hereby understands the foregoing representations, warranties and covenants apply fully to all such photos and videos. Cox First Media reserves the right to withdraw Advertiser's access to this feature at any time and for any reason.

24. License. Advertiser represents and warrants that it has all necessary rights to grant and hereby grants to Cox First Media a non-exclusive, royalty-free, fully-paid up, sublicenseable, worldwide right and license to distribute, transmit, publish, adapt, copy, store, reproduce, perform, exhibit, display, create derivative works of or otherwise commercially or non-commercially exploit in any manner in connection with the Services (including without limitation for use with the Cox First Media Creative), any and all of the Advertiser Content and Advertiser's trade name, associated trademarks or service marks in connection with the display and distribution of the Advertiser Content.

25. Indemnification. (a) Advertiser agrees to indemnify and hold Cox First Media, any Cox First Media Affiliate, Vendor(s) and its and their respective officers, directors, shareholders and employees, harmless against any and all liability, loss or expense brought by third-parties and to the extent arising from: (i) any violations of law (including Marketing Laws) or of Cox First Media's commercial or program standards, or claims for defamation, libel, unfair competition, unfair trade practices, deceptive advertising, violation of rights of privacy or of publicity, infringement of trademark, trade name, copyright or any other proprietary rights, or any other claims, causes of action or the like arising directly or indirectly from the Advertiser Content or any material furnished by Advertiser or created by Cox First Media or its Vendor at Advertiser's request, or from Advertiser's use of the Services in violation of the terms of this Agreement; (ii) Advertiser's breach of any representation, warranty or covenant hereunder, including Advertiser's obligation to review and approve the accuracy, legality and appropriateness of any Advertiser Content; or (iii) Advertiser's violation of any terms of use or other applicable policies or guidelines issued by search engine operators or any other Site Owners or Subject Media. Advertiser agrees to pay all costs of any such actions, including expenses and reasonable attorneys' fees for counsel of Cox First Media's selection. (b)

Cox First Media agrees to indemnify and hold Advertiser, its officers, directors, shareholders, and employees, harmless against any third-party action alleging that the Services infringe or constitute wrongful use of any valid United States patent or copyright issued as of the date of delivery or performance, as applicable, except Cox First Media shall have no liability to the extent that any infringement or wrongful use of such United States patent or copyright arises from (i) the Advertiser Content, (ii) Advertiser's violation of any of the terms or conditions of this Agreement or (iii) any Betas, with respect to which Cox First Media hereby expressly disclaims any and all indemnification obligations. Without limiting the foregoing, Advertiser may terminate all or the relevant portion of the Agreement (including any Order) in the event of an allegation of infringement involving the Services, in which case Cox First Media shall use commercially reasonable efforts to cancel any pending placement of Advertiser Content within the scope of such notice within forty- eight (48) hours of receipt. (c) Each party shall give the other prompt notice of the assertion of any claim or the commencement of any action that may expose the other to liability.

26. DISCLAIMER; LIMITATION OF LIABILITY. ALL SERVICES ARE SUPPLIED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT UNDER APPLICABLE LAW, COX FIRST MEDIA AND ITS VENDOR(S) MAKE NO, AND DISCLAIM ALL, WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, NONINFRINGEMENT OR TRADE USAGE), GUARANTEES, AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, ORAL OR OTHERWISE. THE SERVICES AND ANY WEBSITES, DATABASES AND THIRD PARTY PROGRAMS CONTAINED WITHIN THE SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. COX FIRST MEDIA HAS NO LIABILITY WHATEVER TO ADVERTISER OR ANY THIRD PARTY, FOR ANY CHANGES MADE TO THE ADVERTISER CONTENT OR TO THE ADVERTISER'S WEBPAGE(S) OR WEBSITE(S) AS A RESULT OF OR IN CONNECTION WITH THE SERVICES, ANY OTHER PARTY'S SECURITY METHODS AND PRIVACY PROTECTION PROCEDURES AND ANY PARTY'S USE OF, OR INABILITY TO USE, COX FIRST MEDIA WEBSITES, DATABASES OR PROGRAMS, EXCEPT PURSUANT TO SECTION 25(B). IN NO EVENT SHALL COX FIRST MEDIA, ITS AFFILIATES OR ITS VENDOR(S) BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), PUNITIVE DAMAGES OR MONETARY DAMAGES OF ANY TYPE WHATEVER. THE AGGREGATE LIABILITY OF COX FIRST MEDIA, ITS AFFILIATES AND ITS VENDOR(S) SHALL BE LIMITED TO THE AMOUNT PAID TO COX FIRST MEDIA BY ADVERTISER FOR THE PARTICULAR SERVICE UNDER THE APPLICABLE ORDER WITH WHICH THE LIABILITY IS ASSOCIATED.

27. Assignability. Cox First Media may subcontract any or all of the Services it is to provide to Advertiser, without notice to Advertiser. Advertiser may not assign the Agreement without Cox First Media's prior written consent. Cox First Media may assign the Agreement without notice to Advertiser to any Cox First Media Affiliate.

28. Proprietary Information. Each party (the "Receiving Party") acknowledges that, pursuant to this Agreement, it may have access to or receive from or on behalf of the other party (the "Disclosing Party") confidential or proprietary information relating to the Disclosing Party and its business or technology (collectively, "Proprietary Information"). All Proprietary Information belongs solely to the Disclosing Party. All information and software relating to the Services is Cox First Media's Proprietary Information. During the Term, and for the longer of five (5) years or the maximum period of time permitted by applicable law after the termination of this Agreement, the Receiving Party must: (a) not use (except as expressly authorized by this Agreement) or disclose Proprietary Information without the prior written consent of

the Disclosing Party; (b) maintain the Proprietary Information in confidence with safeguards no less stringent than those which the Receiving Party uses to protect its own Proprietary Information, provided, however, that in no event will the Receiving Party use less than commercially reasonable measures to protect such confidentiality; and (c) disclose Proprietary Information only to those of its affiliates, officers, employees, agents, contractors, consultants and other representatives (collectively, "Representatives") who are necessary for the use expressly licensed hereunder, and who have agreed to maintain the confidentiality of Proprietary Information hereunder. Receiving Party shall be responsible for any breach of this Agreement by its Representatives. Notwithstanding the foregoing, the Receiving Party shall not be in violation of this Section with regard to a disclosure that was required by applicable law or was in response to a valid order by a court or other governmental body, provided that in each case the Receiving Party, to the extent not prohibited by law, provides the other party with prior written notice of such disclosure in order to permit the other party to seek confidential treatment of such information and the Receiving Party or its Representatives only furnish that portion of the Proprietary Information which, in the judgment of Receiving Party's counsel, Receiving Party is required to disclose. Expressly subject to clauses (i)-(iv) below, any Proprietary Information disclosed pursuant to this Section shall remain treated as Proprietary Information under this Agreement in all other respects. Proprietary Information excludes information that Receiving Party can document: (i) has become public without breach of this Agreement by the Receiving Party or its Representatives; (ii) was previously in the Receiving Party's possession (in written or other recorded form) with no obligation to maintain confidentiality; (iii) was legally received from a third party not under any obligation of confidentiality known to the Receiving Party; or (iv) was developed by the Receiving Party's or its Representatives independently of, and without reference to or use of, any of the Proprietary Information. Notwithstanding anything to the contrary herein, each party agrees that the terms and conditions of this Agreement (including pricing) shall be deemed to be Proprietary Information of Cox First Media.

29. Privacy. Advertiser represents and warrants that it will not provide any personal data of individuals to Cox First Media or a Vendor unless expressly stated on the Order. If the Order contemplates that Cox First Media or a Vendor will receive personal data or will provide to Advertiser technology or features to enable collection, tracking, disclosure, use or other processing (collectively, "Processing") of personal data within the meaning of any applicable laws, Advertiser agrees to comply with all applicable laws in connection with such Processing, including any requirement to notify Advertiser's customers or other users of the Processing and to obtain consents to such Processing where required. Such notice will include identifying the general nature of the technology or features in Advertiser's privacy notice and implementing a link from Advertiser's privacy notice to the privacy notice of the Cox First Media or the third party, as appropriate.

30. Health Information. Unless Advertiser and Cox First Media enter into a separate written agreement expressly providing for Cox First Media to access, collect, use, disclose, transmit or otherwise process ("Process") Protected Health Information or Electronic Protected Health Information (collectively, "PHI") as defined by the Health Insurance Portability and Accountability Act, the Services will not involve the Processing of PHI, and Advertiser represents and warrants that neither it nor any third party on its behalf will provide such PHI to Cox First Media. Advertiser shall notify Cox First Media immediately of any breach of this Section.

31. Miscellaneous. Nothing in the Agreement shall be deemed to create the relationship of partners, joint ventures, employer- employee, or franchiser-franchisee between the parties. Neither party shall be

responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party. The warranties, confidentiality and indemnification obligations, limitations of liability and ownership rights set forth herein shall survive the termination or expiration of the Agreement. Except as otherwise stated, all notices that either party may be required or may desire to serve upon the other in connection with the Agreement shall be in writing and may be served personally or by prepaid registered or certified United States mail or by private mail service (such as Federal Express or UPS) to the address of the other party on the Order. The Agreement shall be governed by the laws of the State of Georgia (without regard to Georgia's conflict or choice of laws provisions). All disputes, controversies or claims which relate in any way to this Agreement will be brought exclusively in a state or federal court located in Atlanta, Georgia, and each party hereby waives any objections to the jurisdiction or venue of such courts. The Services are intended for use only in the United States, except in the event that (i) Advertiser shall have notified Cox First Media of its intention that this Agreement shall govern activities outside of the United States and (ii) the parties shall have executed additional terms reasonably requested by Cox First Media to comply with the laws of such foreign jurisdictions. Should any provision or part of any provision of the Agreement be void or unenforceable, such provision, or part thereof, shall be restated to match most closely the intentions of the parties, and the remainder of the Agreement shall remain in full force and effect. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter and supersedes all prior agreements. Except as otherwise noted herein, this Agreement cannot be modified except in a writing that is signed by both parties. Advertiser agrees that Vendors are intended third party beneficiaries of this Agreement with full rights and authority to seek direct enforcement against Advertiser of those provisions of this Agreement relating to the Vendor-provided Services and protecting such Vendors from liability caused by Advertiser. Unless the context of this Agreement clearly requires otherwise: (a) references to the plural include the singular, the singular the plural, and the part the whole, (b) references to one gender include all genders, (c) "or" has the inclusive meaning frequently identified with the phrase "and/or," (d) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or including without limitation," (e) references to "hereunder" or "herein" relate to this Agreement as a whole, and (f) any reference in this Agreement to any statute, rule, regulation or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, amended or supplemented from time to time.