

## ADDENDUM TO AGREEMENT

### PRINT PRODUCTION

This Print Production Addendum (this “**Addendum**”) is incorporated by reference and is made a part of the General Terms of Sale or similar agreement (the “**Agreement**”) between the Parties. All terms included in this Addendum shall be in addition to, and not in replacement of, those terms set forth in the Agreement. In the event of any conflict or inconsistency between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control. All capitalized terms not specifically defined in this Addendum shall be read to have the meaning given to those terms in the Agreement.

#### 1. APPOINTMENT AND SERVICES

This Addendum applies when Client engages Quad, by and through itself or one of its subsidiaries, to providing print and related production services to Client (“**Print Services**”).

#### 2. PROOFS

- A. Proofing Process. Quad will, unless Client instructs otherwise, furnish Client with confirming proofs on all pages for position and content (i.e., BPs, DBLs). Client will review and provide its final approval for the proofs. Quad will not be liable for errors if: (i) confirming proofs are not required by Client; (ii) the Client has approved the Work; or (iii) requests for changes are communicated orally. Additional production costs relating to alterations or corrections will be billed at current rates.
- B. Variances. Because of differences in equipment and processes, and reasonable manufacturing variances due to normal production operations, a reasonable variation in color between proofs and the completed job, or other similar manufacturing variances may occur. Quad will have no liability for any such variances.

#### 3. SUPPLIED CLIENT MATERIALS

- A. Production Requirements. Any Client Materials to be used in the print production process (e.g., prepress files) or to be incorporated into the final Deliverable (e.g., paper or blow-in cards) will be supplied to Quad by Client in accordance with the specifications found at [www.Quad.com/clients](http://www.Quad.com/clients) in the Client Requirements section, or as otherwise communicated to Client.
- B. Waste Allowance. Any tangible Client Materials that are to be incorporated into the Deliverable during the print production process (e.g., inserts or blow-in cards) must be approved by Quad prior to commencement of Services. The quantity of Client Materials supplied to Quad must include a manufacturing waste allowance reasonably specified by Quad.
- C. Product Samples, Inserts or Onserts.
  - i. Product Samples. Client may, from time to time, request that Quad bind, attach, fulfill or otherwise include certain product samples, inserts, onserts or other supplied Client Materials (“**Product Samples**”) with final Deliverables. Should Client choose to supply Product Samples to Quad for inclusion in the final Deliverables, Client warrants that: (a) it is authorized

to provide the Product Samples to Quad, (b) the Product Samples comply with all applicable laws, rules and regulations, (c) the Product Samples can be included and distributed with the Deliverable, and (d) distribution of the Product Samples will not violate or other contradict with any applicable laws, rules or regulations and meets any applicable safety requirements.

- ii. Client Indemnity. Client agrees to indemnify and hold harmless the Quad Indemnified Parties from and against any and all Third Party Claims, and the Losses incurred by the Quad Indemnified Parties as a result of a Third Party Claim, to the extent the Third Party Claim results from: (a) a breach of the warranties set forth in Section 3.C.i of this Addendum, and (b) any personal injury or bodily harm suffered in relation to the Product Samples.
- iii. Disclaimer. QUAD MAKES NO WARRANTIES TO THE PRODUCT SAMPLES OR TO QUAD'S ABILITY TO USE, APPLY, MANUFACTURE, OR OTHERWISE INCLUDE THE PRODUCT SAMPLES WITH THE DELIVERABLES, AND DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

#### **4. ORDER QUANTITIES**

The following variations in Deliverable quantities ordered will constitute acceptable delivery and the excess will be charged at the additional thousands rate set forth in the Order: a 5% overrun will be permitted for print order quantities less than 10,000; 3% for quantities 10,000 - 30,000 and 2% for quantities in excess of 30,000. These variations exclude any additional billable spoilage required for mail optimization and other finishing operations (e.g. inserting a Client-furnished blow-in card); these additional spoilage amounts/percentages will be communicated to Client prior to the start of production.

#### **5. MAIL LISTS AND MAIL OPTIMIZATION**

- A. Mail Lists; Third Party Lists. If any Print Services require Deliverables to be addressed for delivery to individual recipients, Client is responsible for providing all mail lists to Quad that are necessary to perform the Work, unless the Parties agree otherwise in an Order. If Client uses any third-party list provider for such mail lists, Client will obtain the mail lists from its third party list provider and supply, or instruct its third party list provider to supply, the relevant file(s) to Quad. Client is responsible for obtaining all necessary permissions and consents from the third party list provider, and entering into agreements with the third-party list provider to permit Quad to perform the Work. Quad will not enter into agreements directly with third party list providers to the extent those agreements place more obligations or restrictions on Quad than as otherwise set forth in the Agreement and this Addendum. If Client requires Quad to enter into any agreement with the third part list provider, Client will indemnify and hold Quad harmless from and against any and all claims and Losses to the extent the claims or Losses exceed the obligations or restrictions of the Agreement or this Addenda. To the extent any third party list provider fails to timely provide Quad a mail list, or withholds a mail list from Quad on the basis of Quad refusing to agree to obligations and/or

restrictions beyond this Agreement, Quad shall be excused from all of its obligations to perform the Work subject to those mail lists.

- B. Mail Optimization. From time to time Client may request mail optimization services (e.g., comail services or shared mail programs) to produce and/or collate the Deliverables with deliverables of other third parties to achieve distribution savings. In such circumstances, Client authorizes Quad to merge and use Client's mail lists with the mail lists of the other third parties to optimize the distribution of the Deliverables.

## **6. STORAGE**

Deliverables resulting from invoiced orders that are not distributed and Client Materials will be stored by Quad for sixty (60) days from final scheduled ship/mail date, unless expressly stated otherwise in an Order. After the storage period, or if any Deliverables or Client Materials remain in storage for an excessive period of time, Quad will request disposition instructions from Client in writing. If Client fails to provide disposition instructions within thirty (30) days following Quad's written notice, then the Deliverables and/or Client Materials will be deemed to be abandoned property and all right, title and interest to such abandoned property will be and is transferred to Quad with no further obligation to Client.