## In-Store Connect by Quad Advertising Terms and Conditions

The advertising agency ("Partner"), placing advertising on behalf of an advertiser ("Advertiser") identified on any Statement of Work or Insertion Order accompanying these Advertising Standard Terms and Conditions, and Quad/Graphics, Inc. ("Quad") agree that the following terms and conditions shall apply to any Statement of Work or Insertion Order from Partner that is accepted by Quad, and that these terms and conditions together with the accepted Statement of Work or Insertion Order form the entire contract between the parties (collectively, the "Agreement").

- <u>Advertisements</u>. Partner shall, on behalf of itself or its clients, Advertiser(s), provide Quad advertising content ("Advertiser Content") pursuant to the specifications set forth in the Agreement.
- 2. <u>Media Placement</u>. Quad will distribute and display Advertiser Content on Quad's In-Store Retail Media Network (the "Services") as set forth in this Agreement for one or more campaigns (each a "Campaign") as more particularly described in an Insertion Order.
- 3. <u>Campaign Delivery</u>. Subject to Partner's compliance with the terms of this Agreement, Quad shall display each Campaign set forth in the applicable Insertion Order on the designated unit(s) during the designated display period(s), unless such Insertion Order or this Agreement is terminated in accordance with Sections 15 or 16 hereunder.
- 4. Delivery of Advertiser Content. All Advertiser Content must be delivered to Quad as specified by Quad (a) in accordance with the specifications for display space and (ii) no later than 6 weeks prior to the Campaign start date set forth in the applicable Insertion Order. Failure to deliver Advertiser Content in accordance with this paragraph could result in delay of the Services and/or expedited fees, and Quad shall not be responsible for failing to perform the Services as a result of such failure. Partner acknowledges sole responsibility for complete compliance with display space specifications and deadline submission of Advertiser Content. In the event of any time delay and/or any non-compliance, Partner agrees to the full payment for the Services commencing and based upon the contracted Campaign start date.
- 5. <u>Grant of Rights</u>. Partner grants to Quad a limited, revocable as set forth herein, non-exclusive, royalty-free right and license to access, host, and otherwise use and display the Advertiser Content (including the right to modify such Advertiser Content so that it can be displayed).

- 6. <u>Placement Obligations</u>. All displays are to be maintained in accordance with the specifications set forth in this Agreement. Quad shall not make any alterations to the Advertiser Content without the consent of Partner.
- 7. <u>Cancellation</u>. Quad and its in-store display retailers reserve the right to refuse to display, reject or remove any Advertiser Content or pause or terminate any Campaign, or any Advertiser Content, without advance notice to Partner. Partner shall only be obligated to pay Quad display space charges for the period prior to removal of such Advertiser Content. Partner may cancel any Insertion Order with ninety (90) days advance written notice to Quad. As a condition of cancellation, Partner shall pay Quad the charges otherwise due hereunder through the effective date of such cancellation.
- 8. <u>Non-Exclusivity</u>. This Agreement is non-exclusive and Quad reserves the right to provide similar services to any other clients and network partners during the term of this Agreement.
- 9. <u>Confidentiality</u>. Both Parties agree to keep confidential any proprietary or sensitive information disclosed by the other party in connection with this Agreement (collectively, "Confidential Information").
- 10. Representations and Warranties:
- Each party represents and warrants that: (i) it has the full power and authority to enter into this Agreement and to consummate the transaction contemplated herein, and (ii) the persons executing this Agreement on each party's behalf have the authority to do so.
- b. Quad represents and warrants that Services under this Agreement will be performed in a timely, professional, and workmanlike manner, in compliance with industry standards and in accordance with the requirements of this Agreement.
- c. Partner represents and warrants that: (i) it has all requisite rights, approvals, licenses, and/or any other required authorization from Advertiser and/or any applicable third party, to enter into this Agreement and perform or cause to be performed all of its obligations hereunder; (ii) it either owns the artwork, printed portion of the advertising copy, and/or Advertiser Content provided to Quad, or has obtained the consent of all third parties necessary for its use (iii) it will provide Advertiser Content in compliance with all applicable local, state, national, and international laws, rules, and

regulations, including, but not limited to compliance with the United States Foreign Corrupt Practices Act and any foreign equivalent or anticorruption laws; (iv) no Advertiser Content contains any material that infringes upon or violates any third-party right, including rights arising from contracts between Advertiser and third parties, copyright, trademark, class action, patent, consumer protection laws, trade secret, moral rights, privacy rights, rights of publicity, or any other intellectual property or proprietary right, or slanders, defames, libels, or invades the right of privacy, publicity, or other property rights of any person; and (v) no Advertiser Content provided by Partner contains any viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, cancelbots, or other computer programming routines that may potentially damage or interfere with the Services, or intercept or expropriate any system data or personal information from the Services.

- 11. Pricing; Payment. Partner shall, on behalf of itself or its clients Advertiser(s), compensate Quad for the Services pursuant to the parameters agreed to by the parties. Unless otherwise specified in the Statement of Work or Insertion Order, amounts due to Quad are due and payable within thirty (30) days of invoice date. Any delinquent payments will accrue a delinquency charge at an 18% annual fee, or the maximum allowed by law, whichever is greater, and may result in the removal of Advertiser Content and/or termination. In the event of default, Partner shall pay all expenses incurred by Quad in collecting the amount due, including all costs and attorneys' fees. Partner and Advertiser are jointly liable for the payment of all amounts due Quad. Nothing herein limits Quad's right to seek payment directly from Advertiser in the event of nonpayment by Partner.
- 12. <u>Taxes</u>. Quad will not be liable for any taxes, duties, or customs, relating to the sale, purchase, transportation, or use of the Services.
- 13. <u>Audit</u>. Quad and/or its duly authorized representative shall have the right, upon reasonable advance notice, during normal business hours at the offices of Partner in such a manner as not to interfere with Partner's normal activities for the duration of this Agreement and for a period of two (2) years following the expiration or termination of this Agreement, to examine such books and records in the possession of and/or under the control of Partner solely to the extent required to verify the accuracy of payments made or required to be made to Quad under this Agreement. Should any audit reveal that Quad has been underpaid, Partner will reimburse Quad the amount of any such underpayment within sixty (60)

business days of such notice, plus interest at the then applicable prime interest rate as reported in the *Wall Street Journal*. The cost for any such onsite audit shall be borne by Quad, unless the audit reveals an underpayment of more than five percent (5%) during any calendar year; then, in such case, Partner will bear the reasonable out-of-pocket costs of the audit. All information received in connection with such audits, and the results thereof, will be deemed to be Confidential Information.

- 14. <u>Compliance</u>. Partner will comply with any ad policies provided by Quad. Quad may make changes to ad policies at any time without advance written notice to Partner. Changes to ad polices are effective upon their posting or upon notice to Partner.
- 15. <u>Termination By Quad</u>. Quad may, upon notice to Partner, terminate this Agreement at any time (i) upon material breach by Partner, (ii) if Quad does not receive timely payment on billings, or (iii) if the Partner's credit worthiness is, in Quad's opinion, impaired. If the Advertiser Content or sale of the product or service to be advertised is prohibited by law or government regulation, this Agreement shall terminate as of the effective date of such law or regulation and no short-rate charge shall be payable for such termination.
- 16. <u>Termination By Partner</u>. Partner may, upon notice to Quad, terminate this Agreement at any time upon material breach by Quad. In the event of termination by Partner, Partner shall pay Quad a short rate charge equal to the difference between the rate earned under this Agreement and the rate applicable to the Service used, determined in accordance with the rate card on which this Agreement is based.
- 17. Indemnification. Partner shall indemnify, defend, and hold Quad, and each of its officers, directors, agents, contractors, and employees, harmless from and against, any and all claims, damages, liabilities, losses, costs and expenses (including attorneys' fees and other costs of defending any action) arising out of or resulting from: (a) the Advertiser Content or the display thereof, including that it constitutes libel, slander, and/or defamation; infringement of any patent, trademark, copyright, moral right, or other intellectual property or contract right of a third party; piracy, plagiarism, misappropriation of another's intellectual property, confidential information, or trade secrets; false advertising, consumer fraud, or otherwise violates applicable law, including guidance and policies for marketing to children, unfair competition or similar laws; or invasion of rights of privacy or publicity; (b) any actual or alleged breach by Partner of Partner's

representation, warranty, covenant or obligation under this Agreement; (c) any allegation that Quad acted beyond its authority as authorized under this Agreement; (d) any failure by Partner to comply with any laws related to the performance of this this Agreement; and (e) any bodily injury or loss of property claimed to result from any negligent act or omission of Partner or any subcontractor or agent of Partner. In its defense of an indemnification claim, Partner shall use counsel reasonably satisfactory to the indemnified party and shall proceed with due diligence, timeliness, and good faith in such defense. Partner shall not consent to the entry of any judgment or enter into any settlement of any claims against Quad without Quad's prior written consent, which shall not be unreasonably withheld.

- 18. Insurance. Partner represents that it has media/personal and advertising injury coverage including, but not necessarily limited to, coverage for (i) all oral or written material (including coverage over the Advertiser Content) that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; (ii) oral or written publication of material (including coverage over the Advertiser Content) that violates a person's right of privacy; and (iii) infringement of a third party's copyright, trade dress or other intellectual property, all such coverages affording protection for claims arising out of bodily injury, death, and property damage, having limits in a commercially reasonable amount but in no event less than \$2,000,000 per occurrence, and upon Quad's request therefor, shall provide a certificate of insurance evidencing such coverage and naming Quad as additional insured thereon.
- Limitations. IN NO EVENT WILL QUAD BE LIABLE TO PARTNER OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND, INCLUDING ANY DIRECT, LIQUIDATED, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST SALES OR PROFITS OR DAMAGES ARISING FROM COLLATERAL CONTRACTS, WHETHER IN AN ACTION BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The parties acknowledge and agree that in no event shall Quad's liability hereunder exceed \$1,000.
- 20. <u>Assignment</u>. Partner shall not assign, sell or otherwise transfer this Agreement without the prior express written consent of Quad, not to be unreasonably withheld. This Agreement may be assigned or transferred in whole or part by Quad to its affiliates and/or successors, and shall inure to the benefit of and be binding upon the successors and assigns of Quad. Any attempt to assign or

transfer this Agreement in violation of this paragraph shall be void.

- 21. Entire Agreement. Following acceptance of an SOW or Insertion Order by Quad, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, successors, administrators and permitted assigns. This Agreement constitutes the entire agreement between the parties and cannot be modified except in writing signed by both parties. Notwithstanding the foregoing, the parties agree to perform any and all lawful additional acts, including without limitation, execution of additional stipulations, agreements, documents, and instruments, as are reasonably necessary or as reasonably requested by any party to effectuate the intent of this Agreement, to satisfy its terms, or to give full force and effect to this Agreement.
- 22. <u>Relationship of the Parties</u>. Each party shall be and act as an independent contractor and not as partner, joint venturer, or agent of the other. Neither party shall have the power to obligate or bind the other in any manner, and Partner is expressly not authorized to represent in any manner or context that Quad is a guarantor of any product or service of Partner.
- 23. Force Majeure. Any delay or failure by the Quad to perform hereunder as the result of any act or cause beyond Quad's control, including without limitation a labor dispute or staff shortages, law or local ordinance, governmental action or order, loss of displays or display lease space, or any other cause beyond its control, shall not constitute breach of contract, but the Partner shall be notified as soon as possible and shall be entitled, at its election, to enter an extension of service, additional service, or credit, all on a pro rata basis. When any advertising display specified in this Agreement is no longer available due to a loss of the unit for any reason, Quad shall offer Partner a unit of at least equal advertising value, which unit shall be subject to the prompt, reasonable approval of the Partner. In the event that Partner approves the alternate unit, the term of this Agreement shall be extended after its normal expiration date for a period equal to the time that the Advertiser Content was not on display. In the event the alternate unit is not approved under this paragraph, Partner shall have the right to terminate this contract effective on the date the unit is no longer available and no shortrate charge shall be payable for such termination.
- 24. <u>Notices</u>. All notices to be given under this Agreement shall be in writing and hand delivered personally or by facsimile transmission if receipt is confirmed to the party to whom notice is to be given, or addressed and sent by certified/registered

mail, postage prepaid and return receipt requested.

25. <u>Governing Law</u>. This Agreement is governed by the laws of the State of Wisconsin without regard to conflicts of laws and venue will be within the state of Wisconsin. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this agreement. Quad's rights and remedies in this Agreement are in addition to any rights or remedies we may have under law and equity.