

# PUBLISHER'S STANDARD ADVERTISING TERMS AND CONDITIONS

Advertising in the *Star Tribune* newspaper, StartTribune.com and other products and services (collectively, the "Publications and Services") published and/or marketed by Star Tribune Media Company LLC ("Publisher") is subject to the terms and conditions set forth below. "Advertiser" means the person or entity purchasing or ordering advertising in the Publications and Services. "Advertisement" or "Ad" means each advertisement placed or ordered by or on behalf of Advertiser in any of the Publications and Services (including, in the case of online advertising, advertising data received either from Advertiser or from any source designated by Advertiser for transmission of data). "Advertiser Content" means each Advertisement and all material (including but not limited to text, illustrations and photographs) submitted by or on behalf of Advertiser to Publisher for publication and/or delivery, and all content (if any) linked to StarTribune.com or any other of the Publications and Services by means of any hyperlink with any website designated by Advertiser. "Contract" means (i) if these terms and conditions are attached to a written contract between Publisher and Advertiser, the contract to which these terms and conditions are attached; or (ii) otherwise, the contract formed between Publisher and Advertiser upon Publisher's acceptance of Advertiser's order for advertising in the Publications and Services.

- Publisher's Right to Alter Publications, Services, and Rates.** Publisher reserves the unlimited right, whenever and as often as Publisher chooses, to alter any one or more of the Publications, Services and rates as it sees fit, including, without limitation, by (i) changing the name, format, position and/or subject matter of any of the Publications and Services and/or adding and/or discontinuing any sections, positions or pages thereof; (ii) changing service providers, platforms, data providers and/or the process by which Publisher receives Advertiser's data and/or ads; and/or (iii) discontinuing or modifying any advertising rate or applicable terms.
- Publisher's Right to Reject and/or Modify.** The content, format and location of all advertising and related data are subject to the approval of Publisher. Publisher reserves the right to edit, classify or reject (and, where applicable, suppress) any part or all advertising and related data determined in Publisher's sole discretion not to be in the best interest of Publisher. Publisher reserves the right to review each Ad submitted for publication, to reject (and/or suppress certain data within) any Ad for any reason (whether before, during or after publication if over the course of multiple days or other time periods), to request modifications in any Ad, and to insert above or below any copy the word "advertisement." No advertisement is "accepted" for publication unless and until it is published, and Publisher reserves the right to reverse any acceptance decision. Publisher will endeavor to publish and/or deliver all approved copy at the dates or times specified by Advertiser. However, no specific time period, date, page or position is guaranteed.
- Supplements.** Every supplement delivered under the Contract (including cards, envelopes and other supplements)

must be identified, on the front cover, as being an advertising supplement. News-style advertising supplements must carry the word the "Advertisement" at the top of each page of the supplement.

- No Assignment by Advertiser.** Advertiser shall not broker, resell or assign any of its rights, duties or obligations under the Contract (including without limitation any ad space or hypertext links) without Publisher's express written permission.
- Errors.** Publisher shall not be liable, and shall not issue any credit or adjustment, for slight changes, typographical errors or other errors that do not materially diminish the value of the Ad. In the event of an error that materially diminishes the value of the Ad or a failure to publish or deliver the Ad in a specified issue or time period, Publisher's entire liability and Advertiser's sole remedy shall be limited to one of the following, at Publisher's option: (A) publishing the Ad (or republishing a corrected version of the Ad) as soon as practicable after the error is brought to Publisher's attention; or (B) crediting Advertiser (or refunding Advertiser's payment) for so much of the space occupied by the Ad as is materially affected by the error; provided, however, as follows (i) no credit or refund shall be given for more than one incorrect insertion, unless Publisher is notified of the error in writing before the publication deadline for the next insertion; (ii) no credit or refund shall be given for any error if Publisher receives the request to run the Ad (or receives corrections or changes to copy submitted as a "proof") after the applicable deadline for publication; (iii) no credit or refund shall be given for omissions or errors (including but not limited to omissions or errors of key numbers) not included in original text, photos, camera ready repros or negatives submitted by or on behalf of Advertiser; and (iv) no requests for credit or adjustment due to error may be made more than 30 days after the date of the insertion. In no event shall Publisher's liability for omissions or errors exceed the amount actually paid by Advertiser for the Ad. ADVERTISER EXPRESSLY WAIVES AND RELEASES PUBLISHER FROM ANY AND ALL LIABILITY FOR INCIDENTAL, SPECIAL AND/OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOST PROFITS OR BUSINESS).
- Media.** With respect to all Advertisements in the Publication and Services, the parties hereby agree that Publisher may publish, preserve, record and distribute the Advertisements in any format or media now existing or hereafter invented in which the Publications or Services are published, preserved, recorded or distributed.
- No Liability for Lost or Damaged Artwork.** Publisher shall not be liable for lost or damaged artwork or other materials submitted to Publisher.
- Materials Created by Publisher.** Publisher retains all rights (including copyrights) in and to any and all advertisements and materials created by Publisher or its affiliates.

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9. Post-Deadline Cancellation of Ads; Changes Requested by Advertiser. Orders are non-cancelable after applicable deadline. Advertiser agrees to pay for each Ad canceled after space reservation deadline, regardless of whether the Ad runs. In addition, if Advertiser requests a change in any Ad after the applicable change deadline, (i) Publisher may, but need not, make the change; and (ii) Advertiser agrees to pay any additional charges imposed by Publisher by reason of such change.
10. Payment of Invoices; Credit Approval. If Advertiser fails to make timely payment of one or more invoices and Publisher institutes proceedings for the collection of any amounts unpaid, Advertiser shall pay, in addition to the judgment, any costs incurred by Publisher to collect such amounts, including without limitation court costs and attorneys' fees. If, at any time, Publisher determines in Publisher's sole judgment that Advertiser's credit is not satisfactory, Publisher may require cash in advance or satisfactory security and/or may terminate this Agreement immediately. Such termination shall be "for cause" if, as of the date of termination, Advertiser (i) has failed to make timely payment of one or more invoices; or (ii) has filed (or has had filed against it) any voluntary or involuntary bankruptcy petition or is otherwise insolvent.
11. Taxes. In the event any tax is imposed on the products or services provided by Publisher, Advertiser specifically agrees to pay such tax or taxes and that such tax or taxes shall be added to the rates set forth on the then current rate cards or proposal.
12. Pass Through Expenditures; Shared Mail. Pass Through Expenditures include all expenses billed to the customer for which Publisher does not intend to generate a profit, including without limitation, taxes, postage and agency commissions. All shared mail services are postal rate based and subject to postal rate increases.
13. Advertiser Responsible for Advertisements. With respect to each Advertisement and all Advertiser Content, Advertiser (i) assumes liability for the form and the entire content of the Advertiser Content; (ii) acknowledges and agrees that Advertiser is solely responsible for any action to protect its ownership rights in the Advertiser Content; and (iii) represents and warrants (A) that the Advertiser Content conforms to all applicable laws; (B) that Advertiser has full ownership rights or necessary licenses to the Advertiser Content; (C) and that publication of the Advertiser Content shall not be in violation of any trademark, copyright, proprietary or other right of any person, firm or corporation; and (D) that there is currently no pending or, to the best of Advertiser's knowledge, threatened claim or action by or against Advertiser regarding the above-referenced rights, and that, to the best of Advertiser's knowledge, there is not currently any use thereof by others which would or might tend to be adverse to the rights of Advertiser. This section shall survive termination of the Contract.
14. Indemnity. Advertiser hereby agrees to indemnify, defend and hold the Publisher harmless against any claims, demands, causes of action, judgments, costs or expenses (including attorneys' fees) arising out of or related to (1) a breach by the Advertiser of any representation, warranty or covenant under the Contract, (2) any suit, claim or proceeding for libel, unfair trade practices, unfair competition and all violations of the right of privacy resulting from the publication by the Publisher of the Advertiser Content, or (3) any suit, claim or proceeding by any third party alleging that any Advertiser Content infringes a trademark, copyright or other intellectual property right of any third party. Publisher shall give Advertiser prompt written notice of any such claim or proceeding and shall permit Advertiser to defend any such claim. This indemnification obligation shall survive termination of the Contract.
15. Unsolicited Advertising. Advertiser specifically grants Publisher the right to send unsolicited advertisements to any Advertiser Group member(s) by any method or media now existing or hereafter invented, including, without limitation, by facsimile or internet or e-mail. "Advertiser Group" means Advertiser, each Sub-Account Advertiser and anyone authorized to act on the Advertiser's and/or any Sub-Account Advertiser's behalf.
16. DISCLAIMER; LIMITATION OF LIABILITY. PUBLISHER'S GOODS AND SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER PUBLISHER NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERY OF GOODS OR SERVICES UNDER THE CONTRACT SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE CONTRACT. Without limitation, Publisher shall not be liable for any damage arising out of or with respect to any failure to publish or deliver an Ad; any error in a published and/or delivered Ad; the operation (or any failure in operation) of the Internet and/or any servers or systems comprising all or any portion thereof; or otherwise from the publication or delivery of any Ad. Advertiser agrees that Publisher, its licensors, employees or agents do not warrant either the results to be obtained from publication of any Ad or that Publisher's performance will be uninterrupted or error free. Advertiser acknowledges and agrees that Publisher has no control over the individuals using the Publications and Services and makes no warranty regarding whether any individual will or is likely to copy any Advertiser Content.
17. Governing law. The Contract will be governed by and interpreted in accordance with the laws of the State of Minnesota without giving effect to conflicts of law principles.
18. Notice. All notices relating to the Contract must be in writing and sent via U.S. mail to the other party's current address (if available), and will be effective upon receipt.

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19. Circulation and Other Data. Advertiser acknowledges receipt of the following notices from Publisher:
- a. AAM Snapshot reports contain unaudited average paid circulation data. While this information is believed to be a fair description of the average paid circulation of the Star Tribune newspaper or other Publications and Services, Publisher does not guarantee circulation for any particular period of time. These data can fluctuate, along with readership, due to a variety of factors and are not used to set advertising rates or prices.
  - b. Circulation, readership data, and website usage statistics provided to advertisers represent a general description of past performance and are not a prediction of future performance. Future performance may be higher or lower than past performance