DIGITAL TERMS & CONDITIONS

These Digital Terms & Conditions (the "**Digital Terms**"), together with Publisher's Standard Advertising Terms and Conditions ("**Publisher's Standard Terms**) collectively govern each insertion order for digital advertising products and/or services ("**Insertion Order**," sometimes referred to as an "**IO**") that is placed with Star Tribune Media Company LLC ("**Publisher**") by the advertiser identified in the IO ("**Advertiser**," sometimes referred to as "**You**" or "**Your**").

These Digital Terms were last updated on March 5, 2016 (the "Digital Terms Refresh Date"). With respect to each IO, these Digital Terms are effective between Advertiser and Publisher as of the date on which You enter into the IO.

With reference to each IO entered into between Advertiser and Publisher, Advertiser and Publisher hereby agree as follows:

1. Contract. By entering into the IO, You and Publisher mutually agree that the IO incorporates by reference the Publisher's Standard Terms and the AAAA/IAB Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 (the "**IAB Standards**"), as such IAB Standards are modified by the IO and the Publisher's Standard Terms. "**Contract**" means the IO, the Publisher's Standard Terms and the IAB Standards (as modified by the IO and the Publisher's Standard Terms).

2. Agreement to Purchase Advertising. By placing the IO (whether by signing and submitting to Publisher a written IO, electronically signing and digitally submitting to Publisher an electronic IO, or otherwise placing an IO with Publisher in accordance with Publisher's then-available methods for placing IOs), Advertiser agrees to purchase from Publisher, during the term beginning on the Order Start Date and ending on the Order End Date ("**Term**"), the digital advertising campaign described in the IO (the "**Campaign**"), all at the rates set forth in the IO ("**Campaign Rates**"). Provided that Advertiser purchases the entire Campaign described in the IO (the "**Campaign Description**") and fulfills all of its payment and other obligations under the Contract, Publisher agrees to sell to Advertiser the Campaign at the Campaign Rates.

3. Rates, Billing and Payment.

    a. Net Pricing. The Campaign Rates reflect net pricing. Advertiser agrees to pay the total cost for the Campaign as set forth in the IO ("**Total Cost**"), without any reduction for fees (e.g., agency fees), commissions or any other set-offs or deductions.

    b. Ad Server Reporting. Ads served by Publisher will be billed based on Publisher's ad server reporting.

    c. Creative Services. Any free creative services provided by Publisher (if offered) include one set of draft creative and one set of revisions only. Any additional round(s) of creative and/or revisions to creative will be billed (and Advertiser agrees to pay for such additional services) at Publisher's then-current rates for such services (for example, as of the Digital Terms Refresh Date, the rate is $ 150 per hour).

    d. Payment of Invoices. Invoices are due and payable within 25 days of original invoice date. Invoices shall be deemed correct unless Advertiser gives Publisher written notice of a claimed error within 10 days of original invoice date. This paragraph shall survive termination of the Contract.

4. Changes to Campaign.

    a. Requirements for Cancellation of a Campaign That Has Not Yet Begun. For any Campaign that has not yet begun, Advertiser may not cancel the Campaign unless Advertiser has given Publisher:

        i. Written notice of cancellation at least ninety (90) days prior to the Order Start Date, if the Campaign pertains to a Custom Content Agreement ("**Custom Content Agreement**" means any agreement involving the production and/or sponsorship of content created and/or featured specifically for that agreement (e.g., sponsorship of a special section of a website pertaining to a specific topic)); or

        ii. Written notice of cancellation at least twenty-one (21) days before the Order Start Date, if the Campaign pertains to one or more Premium Ad Units ("**Premium Ad Unit**" means any ad unit of a type that has a limited capacity (e.g., a fixed position ad unit, a solo email a home page takeover, etc.)); or

        iii. In all other circumstances, written notice of cancellation at least fourteen (14) days before the Order Start Date.

    b. Requirements for Early Termination of a Campaign That Has Begun or for Making Changes in a Campaign.

        i. Advertiser may not (A) terminate all or any portion of a Campaign that has already begun or (B) make any other change in any Campaign (regardless of whether the Campaign has begun) unless Advertiser and Publisher have entered into a written amendment, signed by each party, setting forth an amended Campaign Description (including but not limited to any Campaign Rate changes necessitated by the requested change) (each such amendment, a "**Change Order**").

        ii. For avoidance of doubt, and without limitation of the foregoing, Advertiser acknowledges each of the following:

            (A) For Custom Content Agreements, the ad unit(s) will run as scheduled (and Advertiser will be responsible for full payment) unless the parties have signed a Change Order at least ninety (90) days prior to the Run Date ("**Run Date**" means the date a given ad unit is scheduled to run).

            (B) For Premium Ad Units in any Campaign, the ad unit will run as scheduled (and Advertiser will be responsible for full payment) unless the parties have signed a Change Order at least twenty-one (21) days prior to the Run Date.

            (C) For all other types of ad units, the ad unit will run as scheduled (and Advertiser will be responsible for full payment) unless the parties have signed a Change Order at least seventy-two (72) Business Hours before the Run Date ("**Business Hours**" are the hours from 8:00 a.m. to 5:00 p.m., Central time, Monday through Friday, excluding any holidays observed by Star Tribune.)

        iii. Short Rates (Rebilled Amount). If, as of the last day of the Term, Advertiser (other than by reason of

termination of the Contract by Publisher without cause) has failed in any respect to purchase the full Campaign (e.g., if Advertiser cancels one or more ad units without obtaining a written Change Order and fails to pay the Total Cost as set forth in the Campaign Description), then Advertiser agrees to additionally pay Publisher the Rebilled Amount. ("**Rebilled Amount**" means the difference between the amount Advertiser was billed for Campaign advertising during the Term and the amount that Advertiser would have been billed for Campaign advertising during the Term had Advertiser's Campaign advertising been billed at the rates and discounts applicable (based on Publisher's then-current rate cards and related policies) to the advertising level Advertiser actually achieved.)

5. Termination. Publisher may terminate the Contract without cause in writing upon thirty (30) days advance written notice to Advertiser. Either party may terminate the Contract for cause if the other party breaches any of its material obligations under the Contract and such default is not remedied within thirty (30) days from receipt of written notice from the non-defaulting party. If Advertiser terminates the Contract without cause, or Publisher terminates the Contract for cause, and, as of the termination date, Advertiser has failed to purchase the full Campaign during the Term, Advertiser agrees to additionally pay Publisher the Rebilled Amount. This obligation shall survive the termination of the Contract.

6. Modification of IAB Standards. For purposes of the Contract and each IO, the IAB Standards are hereby modified as follows:

   a. The introductory paragraph of the IAB Standards is modified to cover purchases of Internet advertising from Publisher made directly by an Advertiser. In such cases, Advertiser is deemed to be acting as both Advertiser and Agency.

   b. The following paragraphs of the IAB Standards are hereby deleted in their entirety (excluding any definitions therein): Sections II.b., II.c., II.d., III.a., III.b., IV.a., IV.b., IV.c., V.a.i., V.a.ii., V.a.iii., V.b., VI.a., VI.b., VI.c., VII.a., VIII.b., VIII.c., X.a., XIII.b.ii., XIII.c., XIII.f.

   c. The fourth paragraph of Section III.c. of the IAB Standards (i.e., the paragraph commencing "If Advertiser proceeds have not cleared") is hereby deleted.

   d. In Section IX.b. of the IAB Standards, the following sentence is hereby inserted after the first sentence and before the second sentence:

      "Alternatively, if Advertising Materials are late, Media Company may run public service announcements in lieu of Ads and charge Agency/Advertiser for such announcements as if they were Ads."

   e. In Section IX of the IAB Standards, the following new subsections h., i. and j. are hereby added after Subsection IX.g.:

      "h. Media Company reserves the right to reject or remove from its Site(s) any Ads where the Ads, Advertising Materials, or the products or services promoted therein may, in its sole reasonable judgment, expose Media Company to liability, litigation, or adverse publicity or otherwise damage Media Company's goodwill.

      i. Agency/Advertiser represents and warrants that all Ads and Advertising Materials will be free of Spyware, Adware, or Drive-by Downloads. "Spyware" means any application that covertly gathers personally identifiable user data and transmits such data through the user's Internet connection without the user's affirmative and unambiguous consent. "Adware" means any application that causes advertising to pop-up as a new window on the user's computer other than ads a Web site serves to users of such site's own domain while those users are visiting or exiting such domain. "Drive-by Download" means any software installation process or procedure initiated as the direct or indirect result of a page or Ad view unless the user receiving the download affirmatively and unambiguously consents to such installation.

      j. In the event any IO relates to a keyword-targeted Ad, Agency/Advertiser represents and warrants that it has all rights necessary to use the keyword(s) specified by it in the manner contemplated by the IO and that such keywords do not violate any right of a Third Party."

   f. In Section XI of the IAB Standards, the following sentence is hereby inserted after the last sentence of Section XI:

      "Excluding Media Company's obligations under Section X, damages that result from a breach of Section XII, or intentional misconduct by Media Company, in no event will Media Company's liability pertaining in any way to the IO exceed the payments received by Media Company from Agency or Advertiser pursuant to the IO in the six (6) months preceding the event giving rise to the claim."

   g. In Section XII.f. of the IAB Standards, the following sentence is hereby inserted after the last sentence of Section XII.f.:

      "At a minimum, each such privacy policy shall (i) describe how user information is collected, used, stored, and shared with third parties, and (ii) inform visitors how to opt-out of the collection or sharing of such information. In addition, Advertiser shall use reasonable means to protect the security of users' personal information."

   h. In Section XII of the IAB Standards, the following new subsection i. is hereby inserted after Subsection XII.h.:

      "i. Anything in the Terms (i.e., the IAB Standards) apparently to the contrary notwithstanding, Media Company shall have the right to use and disclose aggregate, non-personal information derived from the advertising campaigns set forth in the IO for: (i) general reporting, (ii) scheduling and optimization of delivery of Ads, and (iii) for analytical and marketing purposes."

   i. Section XIV.d. of the IAB Standards is hereby deleted in its entirety and replaced by the following:

      "Conflicts; Governing Law; Amendment. In the event of any inconsistency between the terms of an IO and these Terms, the terms of the IO will prevail. All IOs will be governed by the laws of the State of Minnesota. Media Company and Agency (on behalf of itself and Advertiser) agree that any claims, legal proceedings, or litigation arising in connection with the IO (including these Terms) will be brought solely in the state or federal courts located in Hennepin County, Minnesota, and the parties consent to the jurisdiction of such courts. No modification of these Terms will be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. All rights and remedies hereunder are cumulative."

   j. Immediately after Section XIV of the IAB Standards, the following new Section XV is hereby inserted:

"XV. EMAIL CAMPAIGNS

In the event that an IO relates to one or more email campaigns, the following terms shall apply with respect to each such email campaign:

a. Media Company will send emails containing Ads to end users to whom Media Company has obtained rights (either directly or through a third party list provider) to provide information about products or services from companies such as Advertiser. Emails shall be sent on the times and dates chosen by Media Company or its third party list providers. Media Company reserves the right to make appropriate adjustments to the Ads for insertion in the emails, subject to approval from Agency or Advertiser, such approval not to be unreasonably withheld or delayed. Agency/Advertiser shall be solely and exclusively responsible for ensuring that all emails comply with the CAN SPAM Act and all other applicable laws regarding email solicitation. In particular, Agency/Advertiser shall ensure that all emails: (i) accurately identify the Advertiser, person or entity sending the email in the "from line"; (ii) accurately describe the subject matter of the email in the "subject line"; (iii) provide clear and conspicuous notice that the email is an ad or solicitation; (iv) provide clear and conspicuous notice of the opportunity to decline to receive further communications; (v) contain a valid physical postal address of the Advertiser (or Media Company if agreed by Media Company); (vi) are not sent to any recipient that has requested not to receive an email from the Advertiser if more than ten (10) days have passed since the receipt of such request; and (vii) do not contain hyperlinks to a site that causes the user to be re-directed or which are not directed to the destination site described in the Ads.

b. Agency/Advertiser shall provide Media Company with a do-not-solicit file in flat file or other mutually agreed format containing email addresses and such other information as may reasonably be required by Media Company. Advertiser or Agency shall provide an up-to-date do-not-solicit list no earlier than seven (7) days before and no later than five (5) days before the launch of the email campaign, and provide updates as needed thereafter in order to ensure that Media Company has a current do-not solicit list as of three (3) days prior to any given distribution date.

c. Media Company reserves the right (but shall have no obligation) to refrain from distributing any emails that Media Company reasonably believes do not comply with the provisions above or any applicable laws."