

**Daily News Digital Advertising Terms and Conditions,
Special Instructions and Additional Terms (“Additional Terms”)**

(formerly the Daily News Online Advertising Terms and Conditions)

These Additional Terms govern the relationship between Daily News, L.P. (“Daily News” or “Media Company”) and the Agency and Advertiser set forth on the insertion order (the “IO”) that is attached to or references these Additional Terms.

1. These Additional Terms are subject to, and hereby incorporate, the AAAA/IAB Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 (the “IAB Terms”); provided that, in the event of any conflict or inconsistency between the IO, these Additional Terms and the IAB Terms, the IO and the Additional Terms will prevail. The IO, the Additional Terms and the IAB Terms are referred to herein collectively as the “Advertising Agreement”. For reference, the IAB Terms can be found at: http://www.iab.net/media/file/IAB_4As-tsandcs-FINAL.pdf. Capitalized terms used herein and not defined have the meanings given to them in the IAB Terms.
2. These Additional Terms apply to Ads to be displayed on Media Company Properties and Network Properties, and to the digital products and services (such as mobile websites and QR codes) provided by Daily News as described in the IO (collectively, “Digital Services”). In the event the IO includes Ads or Digital Services that will be displayed or fulfilled by a third-party vendor, those Ads or Digital Services are also subject to the terms and conditions required by such third-party vendor. By agreeing to these Additional Terms, Advertiser acknowledges that it has read the relevant third-party vendor terms and explicitly agrees to the third-party vendor terms of those vendors who will be utilized to fulfill Advertiser’s IO. Services provided by Daily News Digital Solutions are subject to the Terms and Conditions of Services located at www.DailyNewsDigital.com/AdvertiserTerms. In the event of any conflict between this Advertising Agreement and third-party vendor terms and conditions, this Advertising Agreement shall control. Daily News and any third-party vendor that will be displaying the Ads or providing the Digital Services are referred to collectively as the “Media Company”. Unless expressly agreed to in writing by Daily News or indicated on a signed IO, no other terms or conditions appearing in contracts, orders, insertion instructions or otherwise will be binding on Media Company. All Insertion Orders are subject to Daily News’s acceptance.
3. Advertiser will supply Daily News with creative via email at least two (2) business days before the campaign start date. All creative and traffic instructions should be sent to: Ad Operations, email: adops@nydailynews.com; phone: 212-210-2356. Daily News shall have no liability for delays in performance, or failure to provide Ads or Digital Services, resulting from any delays caused by Advertiser or Agency, and Daily News shall have no liability for the content of any Ads or Digital Services. Daily News reserves the right to approve all creative prior to the launch of any campaign. Advertiser will not change Ad creative without Daily News’s prior review and approval. In the event Advertiser fails to comply with the foregoing, Daily News shall have the right to immediately discontinue the Ads, and Advertiser will be billed for the full amount of the IO. Daily News reserves the right to reject, remove or cancel any Ads, space reservation, or position commitment or Digital Services at any time and for any reason in its sole discretion. In the event Agency or Advertiser cancels the IO with less than 14 days prior written notice to Daily News, Advertiser will be billed for the full amount of the IO. Notwithstanding the foregoing, Agency or Advertiser may cancel any IO that consists entirely of standard display advertising (e.g., no custom advertising units/display, native, or takeovers) by providing Daily News with 24 hours prior written notice.
4. If no other ad server is specified on the IO, Daily News’s ad server, DFP Premium, will be used. If a third party ad server is specified, prior to the start of the ad campaign, Advertiser will supply, or cause its third party ad server to supply, Daily News with a username and password to access daily ad delivery reports. In addition, Advertiser will provide Daily News with reporting at least three times per week for dependency check and impression verification. Advertiser acknowledges and agrees that impression delivery for home page and section takeovers is subject to a discrepancy of +/- 10%. In the event of any delivery shortfall in excess of 10%, Daily News will provide an advertising makegood or advertising credit for such delivery shortfall in excess of 10%.
5. Media Company shall be entitled to reproduce, display, republish and distribute the Ads and Advertising Materials in any medium, and as part of any service, in which the website(s), properties, Digital Services, applications and/or devices described on the IO (the “Distribution Network”) are published or made available

under license from the Media Company. Media Company shall have the right to modify, copy, reformat, transmit and otherwise manipulate any Ads and Advertising Materials provided in connection with such reproduction, display and/or distribution. Media Company is not obligated to return Ads or Advertising Materials to agency or advertiser, and Media Company is not responsible for any damage to or loss of any Ads, Advertising Materials, copy, or other material provided by Agency or Advertiser.

6. Access to the Digital Services is provided on a revocable, non-exclusive, non-sublicensable, non-transferable basis, solely for use in accordance with the restrictions set forth herein. Advertiser shall not (and will not allow any third party to) modify, reverse engineer (except to the extent applicable law prohibits reverse engineering restrictions), incorporate or use in any other works, create derivatives of, use for the benefit of a third party, or copy any portion of the Digital Services.

7. Advertiser shall not display Ads or utilize Advertising Materials that: (i) infringe upon any copyright, patent, trademark, trade secret, or other proprietary right; (ii) violate any applicable law, statute, ordinance, regulation, right of publicity or privacy; (iii) are lewd, pornographic or obscene; (iv) contain or promote illegal activity, misleading advertising, discrimination based upon race, sex, religion, national origin, physical disability, sexual orientation or age; (v) promote or sell products or services pertaining to alcohol, tobacco, gambling, firearms, or pornography; (vi) promote or sell products or services offered by any competitor of Daily News; (vii) include cookies that collect information to identify Daily News or its end users; (viii) compete with engage in the solicitation of end users through the use of unsolicited commercial electronic mail messages (SPAM); (ix) contain malware of any sort (as described in Google's malware policy), otherwise violate Google's advertising policies; or (x) are otherwise reasonably determined by Publisher to be inappropriate. If Ads, Advertising Materials or ad tags provided by Advertiser violate the restrictions set forth in the immediately preceding sentence, Ads will be immediately discontinued and Advertiser will be billed for the full amount of the IO.

8. Notwithstanding anything to the contrary contained in the IAB Terms, the IAB Terms apply to Advertising Agreements between Daily News and an agency and to Advertising Agreements directly between Daily News and an advertiser. If this Advertising Agreement is directly with an advertiser, the obligations of "Agency" in the IAB Terms will be deemed to be obligations of the Advertiser, and any provisions in the IAB Terms that are particular to an agency in its role as agent for the Advertiser will be disregarded.

9. Notwithstanding anything to the contrary contained in the IAB Terms, if Ads or Digital Services are not delivered for any reason, Advertiser will be entitled to an advertising makegood or advertising credit for such non-delivery. In no event will Daily News be required to refund any amounts to Agency or Advertiser.

10. Any credits due to Advertiser that have not been used within twelve (12) months of incurrence shall be forfeited.

11. Upon termination of this Advertising Agreement for any reason, all outstanding amounts owed hereunder shall become immediately due and payable in full, regardless of any credit terms that may have been applicable to Agency or Advertiser. Agency and Advertiser agree to pay any federal, state or local taxes or other charges which may be imposed on any advertising in addition to the rates set forth in this Advertising Agreement. Notwithstanding anything to the contrary contained in the IAB Terms, Agency and Advertiser are jointly and severally responsible for the payment of all amounts due for advertising published by Daily News pursuant to this Advertising Agreement.

12. Ads and Digital Services are provided on "as is" and "as available" basis with no warranties whatsoever. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH MEDIA COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, ASSOCIATED WITH THE ADS AND DIGITAL SERVICES, ADVERTISER'S USE OF OR PARTICIPATION IN THE ADS OR DIGITAL SERVICES, OR OTHER SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION: (A) EXPRESS OR IMPLIED WARRANTIES; (B) WARRANTIES ARISING FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE; (C) WARRANTIES OF UNINTERRUPTED OPERATION WITHOUT ERROR; (D) IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS ADVERTISING AGREEMENT; (E) EXPRESS OR IMPLIED WARRANTIES REGARDING PAGE VIEWS, VISITORS OR UNIQUE VISITORS; AND (F) EXPRESS OR IMPLIED WARRANTIES RELATING TO THE SECURITY, RELIABILITY, TIMELINESS, AVAILABILITY AND/OR PERFORMANCE OF THE ADS AND/OR DIGITAL SERVICES. IN NO EVENT WILL

DAILY NEWS'S LIABILITY TO AGENCY OR ADVERTISER EXCEED THE AMOUNTS PAID BY THE ADVERTISER TO DAILY NEWS UNDER THE APPLICABLE IO.

13. In the event Daily News is unable to fulfill this Advertising Agreement because of extraordinary events, this Advertising Agreement will be suspended during the period of inability to perform and the terms extended for a like period. Daily News will not have any liability because of such suspension.

14. If Advertiser or Agency engages Daily News to provide, and Daily News agrees to provide, advertising design services ("Design Services"), Daily News will design the advertisements using Advertising Materials provided by Advertiser or Agency. By providing the Advertising Materials to Daily News, each of Advertiser and Agency (if Agency provided the Advertising Materials) represents that it has the right to provide the Advertising Materials to Daily News and to have Daily News distribute, reproduce, display and republish the Advertising Materials without violating the rights of any third party. The Advertising Materials must be provided in a form and format and within the deadlines prescribed by Daily News. Daily News shall have no liability for delays in performance, or failure to provide deliverables, resulting from any delays caused by Advertiser or Agency, and Daily News shall have no liability for the content of any advertisement. Advertiser's and Agency's sole remedy for any failure of Daily News to provide the services described in this paragraph shall be to receive replacement Design Services. Design Services are provided on an "as is" basis with no warranties whatsoever. TO THE FULLEST EXTENT PERMITTED BY LAW, DAILY NEWS DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, ASSOCIATED WITH DESIGN SERVICES. Advertiser and Agency acknowledge that all Design Services provided hereunder are proprietary to Daily News, and no license, express or implied, is granted to Advertiser or Agency under any copyright, trade secret, trademark, trade name, service mark, patent or any other proprietary right, as a result of the provision of the Design Services (except as provided in the IO). Except as provided in the IO, Advertiser and Agency agree not to use or otherwise disclose any element of the Design Services without the prior written consent of Daily News.

15. Advertiser shall not be permitted to use Daily News's trade names, trademarks, logos, content, or other creative in any of its advertisements, whether or not on a Daily News publication, or to make any promotional or merchandising reference to Daily News, without the prior written approval of Daily News. Advertiser shall not be permitted to use the trade names, trademarks or logos of the owners or operators of the Network Properties without the prior written consent of such owners and operators.

16. Agency and Advertiser acknowledge that all or part of the Ads or Digital Services placed in connection with the IO may be displayed on websites or in modules that are owned or controlled by third parties, or that link to content or other websites that are owned or controlled by third parties. Agency and Advertiser acknowledge and agree that Daily News has no control over, or responsibility for, the content of any such third party websites or modules.

17. Emails that are acknowledged by each party shall be sufficient to qualify as "a writing" for purposes of the IO.

18. For purposes of Section X.b(iii) of the IAB Terms, the reference to "Ad" is hereby amended to be a reference to "Ad, Digital Service". For purposes of Section XII.c.i., XII.c.iii. and XII.c.iv. of the IAB Terms, references to "Ad" are hereby amended to be references to "Ad or Digital Service". For purposes of Section XIV.a. of the IAB Terms, the reference to "Ad" is hereby amended to be a reference to "Ad, Digital Service".

19. For purposes of Section XIV.d. of the IAB Terms, this Advertising Agreement (including the IAB Terms) will be governed by the laws of the State of New York, and any claims, legal proceedings, or litigation arising in connection with this Advertising Agreement (including the IAB Terms) will be brought solely in the state or federal courts located in New York County, New York, and the parties consent to the jurisdiction of such courts.

20. Media Company's "Policies" referenced in the definitions section of the IAB Terms include, without limitation: the advertising criteria and specifications set forth in these Additional Terms and, to the extent applicable to an IO, https://yieldmo.com/docs/ad_guidelines.html (with respect to IOs that include use of the YieldMo, Inc. mobile advertising platform) and <http://www.zetainteractive.com/acceptable-use-policy.html> (with respect to IOs that include use of the Zeta Interactive email service platform).

21. Advertiser and Agency will not disclose to any Third Parties any data collected on the Sites, including, without limitation, information about Media Company's users, in a manner that (i) contains or reveals personally-identifiable information of a user or (ii) associates users with Media Company. Advertiser and Agency will not merge personally identifiable information collected from users with information previously collected as non-personally identifiable information without robust notice of, and the user's prior affirmative (i.e., "opt-in") consent to, that merger.

22. Each Advertiser website and consent-based email publication receiving a service provided by Media Company is required to (i) contain a privacy policy that (a) discloses (x) the usage of third-party technology and (y) the data collection and usage resulting from third party technology; (b) contains a conspicuous live hyperlink to an opt-out web site that provides the user the ability to opt out of interest-based advertising, if data is collected on such website for purposes of interest-based advertising; (c) complies with all applicable privacy laws, rules and regulations; and (d) contains a conspicuous live hyperlink to such privacy policy from such website's home page; and (ii) to the extent required by applicable law, rule or regulation, a mechanism to obtain users' prior and informed consent to the usage of third-party technology (reasonable evidence of such consent to be maintained to the extent so required).

23. Each DoubleClick Rich Media for Flash-in-Flash Ad delivered hereunder is required to contain a conspicuous link (which, for purposes hereof may be the logo of such Advertiser) to the homepage of Advertiser's primary website.

24. Daily News reserves the right, directly and/or through third parties, to collect or use data provided by, from or related to Ads via a cookie, web beacon, log data analysis or other mechanism or method, for purposes of segmenting, re-targeting, creating or supplementing user profiles or inventory profiles, creating, supplementing or amending interest categories, or syndication or other distribution to third parties. Advertiser and Agency will not, will not attempt to, and will not assist or knowingly permit any third party to collect or use data provided by, from or related to Daily News via a cookie, web beacon, log data analysis or other mechanism or method, for purposes of segmenting, re-targeting, creating or supplementing user profiles or inventory profiles, creating, supplementing or amending interest categories, or syndication or other distribution to third parties, unless (i) such data collection and usage are authorized in writing by Daily News, or (ii) the data is independently derived by Advertiser or Agency from a user's "click" on an Ad and not related to Daily News.

25. Third Party Mobile Advertising. The following terms will apply to any services provided by YieldMo, Inc.: Media Company has access to a "Service" where Ad placements may be purchased on a non-guaranteed auction-based performance basis (the "Third Party Service"). Ads are delivered at the sole discretion of the Third Party Service using its proprietary technology and processes. Makegoods and bonus impressions are not available for non-guaranteed Deliverables. The Third Party Service has obtained the rights to resell these Ad placements from participating third-party media companies. Neither Media Company nor the Third Party Service is a publisher or an agency and, rather, each participating third-party media company is a "Publisher" and such Publishers, taken as a group, are referred to as the "Network Properties". All references to the term "Media Company", including those in the IAB Terms, shall include both Media Company and the Third Party Service. All references to the term "Site" or to "Affiliates" of Media Company, including those in the IAB Terms, shall be deemed to be or encompass references to the "Network Properties". With respect to information that is attributable to Ad-related activity on a Publisher's own Site, such Publisher shall not be deemed to be a Third Party for the purpose of Media Company's disclosure rights in Section XII of the IAB Terms. As an auction-based performance system, pricing is a function of the counts generated by the Service. Accordingly, charges shall be calculated solely based on Media Company's records, which shall be the Controlling Measurement. For the avoidance of doubt, Section XIII(d) of the IAB Terms is deemed inoperative.

26. By placing Ads with and/or purchasing Digital Services from Daily News, Advertiser and Agency agree to be bound by this Advertising Agreement. The parties hereto expressly intend the provisions of this Advertising Agreement to confer a benefit upon and be enforceable by, as third-party beneficiaries of this Advertising Agreement, the third persons referred to in, or intended to be benefited by, such provisions. No failure or delay by a Media Company in exercising any of its rights, powers or privileges hereunder shall operate as a waiver thereof, and no single or partial exercise thereof shall preclude any other or further exercise thereof.

27. These Additional Terms are expressly intended to supersede any and all prior terms referred to as the "Daily News Online Advertising Terms and Conditions". Any reference to the "Daily News Online Advertising

Terms and Conditions” in any agreement, rate card or other Daily News document is hereby deemed to be deleted and replaced by a reference to these Additional Terms.

Revised: May 19, 2016