

MUNICIPAL MEDIA SOLUTIONS**TERMS AND CONDITIONS FOR INTERNET ADVERTISING
(January 2011)****I. INSERTION ORDERS AND INVENTORY AVAILABILITY**

- a. From time to time, parties may negotiate insertion orders ("IO"s) under which Municipal Media Solutions ("MMS") will deliver advertisements("Ad(s)") provided by The Advertiser to Web sites for which MMS serves as a media sales representative. At Advertiser's discretion, an IO may either be submitted by Advertiser to MMS or be submitted by MMS, signed by Advertiser. In either case, an IO will be binding only if accepted as provided in Section I(b) below. Each IO shall specify: (a) the type(s) and amount(s) of inventory to be delivered (e.g., impressions, clicks or other desired actions) (the "Deliverables"); (b) the price(s) for such Deliverables; (d) the start and end dates of the campaign, and (e) the identity of and contact information for any third party ad server ("3rd Party Ad Server"), if applicable. Other items that may be included are, but are not limited to: reporting requirements such as impressions or other performance criteria; any special Ad delivery scheduling and/or Ad placement requirements; and specifications concerning ownership of data collected.
- b. MMS will make commercially reasonable efforts to notify Advertiser within two business days of receipt of an IO signed by Advertiser if the specified inventory is not available. Acceptance of the IO and these Terms and Conditions will be made upon the earlier of (a) written (which, unless otherwise specified, for purposes of these Terms and Conditions shall include paper, fax, or e-mail communication) approval of the IO by MMS and Advertiser; or (b) the display of the first Ad impression by MMS, unless otherwise agreed upon in the IO. Notwithstanding the foregoing, modifications to the originally submitted IO will not be binding unless signed by both parties.

- c. Revisions to accepted IOs must be made in writing and acknowledged by the other party in writing.
- d. Alternatively, a media buy, governed by this terms and conditions document, will be in force, even in the absence of a signed IO, if a media invoice has been delivered by the MMS and paid for by the advertiser.

II. AD PLACEMENT AND POSITIONING

- a. MMS will comply with the IO, including all Ad placement restrictions, requirements to create a reasonably balanced delivery schedule, and provide according to the scope, specifications and limitations of the IO, an Ad to the Site specified on the IO when such Site is called up by an Internet user. Any exceptions must be approved by Advertiser in writing.
- b. MMS will use commercially reasonable efforts to provide Advertiser at least 10 business days, prior notification of any material changes to the Site that would significantly affect the size or placement of the Ad specified in the affected IO. Should such a modification occur with or without notice, as Advertiser's sole remedy for change or notice, Advertiser may immediately cancel the remainder of the IO without penalty within the 10-day notice period.

III. PAYMENT AND PAYMENT LIABILITY**a. Invoices**

MMS will send invoices according to the billing schedule set forth in the applicable IO. Any amount not paid when due shall accrue interest at the lower of one percent (1%) per month or the greatest interest rate permitted by law.

b. Payment Date

Advertiser will make payment 15 days from receipt of invoice, or as otherwise stated in a payment schedule set forth in the IO.

IO associated with such breach upon written notice.

IV. REPORTING

- a. MMS will, within four business days of the start date on the IO, provide confirmation to Advertiser, either electronically or in writing, stating whether the components of the IO have begun delivery.

V. CANCELLATION AND TERMINATION

- a. At any time prior to the serving of the first impression of the IO, Advertiser may cancel the IO with 14 days prior written notice, without penalty. For clarity and by way of example, if Advertiser cancels the IO 7 days prior to the serving of the first impression, Advertiser will only be responsible for the first 7 days of the IO.
- b. Upon the serving of the first impression of the IO, Advertiser may cancel the IO for any reason, without penalty, by providing MMS written notice of cancellation which will be effective 14 days after providing MMS with such written notice.
- c. Either party may terminate an IO at any time if the other party is in material breach of its obligations hereunder that is not cured within 10 days after written notice thereof from the non-breaching party, except as otherwise stated in this Agreement with regard to specific breaches. Additionally, if Advertiser commits a violation of the same Policy (as defined below), where such Policy had been provided by MMS to Advertiser, on three separate occasions after having received timely notice of each such breach, even if such breach has been cured by Advertiser or Advertiser, then MMS may terminate the IO associated with such breach upon written notice. If Advertiser does not cure a violation of a Policy within the applicable ten day cure period after written notice, where such Policy had been provided by MMS to Advertiser, then MMS may terminate the

VI. AD MATERIALS

- a. It is Advertiser's obligation to submit Advertising Materials in accordance with MMS's then existing advertising criteria or specifications for the site or sites indicated on the IO (including content limitations, technical specifications, privacy policies, user experience policies, policies regarding consistency with MMS's public image, community standards regarding obscenity or indecency (taking into consideration the portion(s) of the Site on which the Ads are to appear), other editorial or advertising policies, and material due dates) (collectively "Policies") in accordance with Section II. MMS's sole remedy for a breach of this provision is set forth in paragraphs (b and c) below, Section V(c), and Section VII (b). If Advertising Materials are late, Advertiser is still responsible for the media purchased pursuant to IO.
- b. MMS reserves the right within its discretion to reject or remove from its Site any Ads where the Advertising Materials or the site to which the Ad is linked do not comply with its Policies, or that in MMS's sole judgment, do not comply with any applicable law, regulation or other judicial or administrative order. In addition, MMS reserves the right within its discretion to reject or remove from its Site any Ads where the Advertising Materials or the site to which the Ad is linked are or may tend to bring disparagement, ridicule, or scorn upon MMS or any of its Affiliates (as defined below), provided that if MMS has reviewed and approved such Ads prior to their use on the Site, MMS will not immediately remove such Ads before making commercially reasonable efforts to acquire mutually acceptable alternative Advertising Materials from Advertiser.
- c. If Advertising Materials provided by Advertiser are damaged, not to MMS's specifications, or otherwise unacceptable, MMS will use commercially reasonable efforts to notify Advertiser within two

business days of its receipt of such Advertising Materials.

- d. MMS will not edit or modify the submitted Ads in any way, including, but without limitation, resizing the Ad, without Advertiser approval. MMS shall use all such Ads in strict compliance with these Terms and Conditions and any written instructions provided by Advertiser.
- e. When applicable, Third Party Ad Server tags shall be implemented so that they are functional in all aspects.
- f. Advertiser, on one hand, and MMS and Affiliates, on the other, will not use the other's trade name, trademarks, logos or Ads in a public announcement (including, but not limited to, through any press release) regarding the existence or content of these Terms and Conditions or an IO without the other's prior written approval.

VII. INDEMNIFICATION

- a. Advertiser agrees to defend, indemnify and hold harmless MMS its Affiliates and their respective directors, officers, employees and agents from any and all Losses incurred as a result of a Third Party claim, judgment or proceeding relating to or arising out of Advertiser's breach, violation of Policies (to the extent the applicable terms of such Policies have been provided to Advertiser at least ten days prior to the violation giving rise to the claim), or the content or subject matter of any Ad or Advertising Materials to the extent used by MMS in accordance with these Terms and Conditions or an IO, including but not limited allegations that such content or subject matter violate the right of a Third Party, are defamatory or obscene, or violate any law, regulations or other judicial or administrative action.
- b. MMS represents and warrants that it has the authority as agent to site to bind Advertiser to these Terms and Conditions and each IO. Advertiser agrees to defend, indemnify and hold harmless MMS its Affiliates and their respective directors, officers, employees and agents from any and all Losses incurred as a result of

Advertiser's alleged breach of the foregoing sentence.

- c. If any action will be brought against either party (the "Indemnified Party") in respect to any allegation for which indemnity may be sought from the other party ("Indemnifying Party"), the Indemnified Party will promptly notify the Indemnifying Party of any such claim of which it becomes aware and will: (i) provide reasonable cooperation to the Indemnifying Party at the Indemnifying Party's expense in connection with the defense or settlement of any such claim; and (ii) be entitled to participate at its own expense in the defense of any such claim. The Indemnified Party agrees that the Indemnifying Party will have sole and exclusive control over the defense and settlement of any such third party claim. However, the Indemnifying Party will not acquiesce to any judgment or enter into any settlement that adversely affects the Indemnified Party's rights or interests without the prior written consent of the Indemnified Party.
- d. Notwithstanding the foregoing, in the event that any Indemnifying Party is required to defend, indemnify or hold harmless an Indemnified Party from a claim, judgment or proceeding of a Related Party (as defined below) of such Indemnified Party pursuant to this Section X, Losses incurred in connection with such claim, judgment or proceeding will be limited to those that are reasonably foreseeable. A "Related Party" is a party in a contractual relationship with the Indemnified Party where such specific contractual relationship relates to the Loss being asserted by that Related Party.

VIII. LIMITATION OF LIABILITY

Excluding the parties obligations under Section VII or damages that result from a breach or intentional misconduct by the parties, in no event will either party be liable for any consequential, indirect, incidental, punitive, special or exemplary damages whatsoever, including without limitation, damages for loss of profits, business interruption, loss of information and the like, incurred by the other party arising out of this

Agreement, even if such party has been advised of the possibility of such damages.

IX. THIRD PARTY AD SERVERS

(Applicable if 3rd Party Server Is Used)

- a. MMS will track delivery through its ad server and Advertiser will also track delivery through its proprietary or subcontracted 3rd Party Ad Server whose identity is set forth in the IO. Advertiser and MMS agree to give reciprocal access to relevant and non-proprietary statistics from both ad servers, or if such is not available, provide weekly placement-level activity reports to each other. In the event that the MMS's ad server measurements are higher than those produced by the Advertiser's 3rd Party Ad Server by 10% or less over the invoice period, Advertiser agrees to pay MMS based on MMS's ad server measurements. In the event that the MMS's ad server measurements are higher than those produced by the Advertiser's 3rd Party Ad Server by more than 10% over the invoice period, Advertiser will facilitate a reconciliation effort between MMS and 3rd Party Ad Server.
- b. MMS will make reasonable efforts to publish, and Advertiser shall make reasonable efforts to cause the 3rd Party Ad Server to publish, a disclosure in the form specified by the AAAA and IAB regarding their respective ad delivery measurement methodologies with regards to compliance with the IAB/AAAA Ad Measurement Guidelines.
- c. Where an Advertiser is utilizing a 3rd Party Ad Server and that 3rd Party Ad Server cannot serve the Ad, the Advertiser shall have a one-time right to temporarily suspend delivery under the IO for a period of up to 72-hours. Upon written notification by Advertiser of a non-functioning 3rd Party Ad Server, MMS has 24 hours to suspend delivery. Following that period, Advertiser will not be held liable for payment for any Ad that runs within the immediate 72-hour period thereafter until MMS is notified that the 3rd Party Ad Server is able to serve Ads. After the 72-hour period passes and Advertiser has not

provided written notification that MMS can resume delivery under the IO, Advertiser will pay for the Ads that would have run or are run after the 72-hour period but for the suspension and can elect to have MMS serve Ads until 3rd Party Ad Server is able to serve Ads. If Advertiser does not so elect for MMS to serve the Ads until 3rd Party Ad Server is able to serve Ads, MMS may utilize the inventory that would have been otherwise used for MMS's own advertisements or advertisements provided by a third party. Upon notification that the 3rd Party Ad Server is functioning, MMS will have 72 hours to resume delivery. Any delay in the resumption of delivery beyond this period, without reasonable explanation, will result in MMS owing a make good to Advertiser.

X. MISCELLANEOUS

- a. These Terms and Conditions and the related IO constitute the entire agreement of the parties with respect to the subject matter and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to the subject matter of the IO. The IO may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same document.
- b. For advertising sold on a price-per-click (PPC) basis, where PPC means the cost to be paid by Advertiser to MMS per Redirect as defined below, unless otherwise stated in the IO, Advertiser will be billed on a monthly basis for the cost of all of Advertiser's Redirects up to the monthly or campaign budget the Advertiser establishes (if any). The formula for quantifying this monthly amount is: $(\text{Number of Redirects}) \times (\text{price per click (PPC)}) = \text{Total Monthly Billable Amount}$. Number of "Redirects" is defined as the total number of clicks from Advertiser's Ad.
- c. In the event of any inconsistency between the terms of an IO and these Terms and Conditions, the terms of the IO shall prevail. All IOs shall be governed by the laws of the State of Illinois. MMS and

Advertiser (on behalf of itself and not Advertiser) agree that any claims, legal proceeding or litigation arising in connection with the IO (including these Terms and Conditions) will be brought solely in Illinois, and the parties consent to the jurisdiction of such courts. No modification of these Terms and Conditions or any IO shall be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions shall remain in full force and effect. All rights and remedies hereunder are cumulative.

- d. Any notice required to be delivered hereunder shall be delivered three days

after deposit in U.S. mail, return receipt requested, one business day if sent by overnight courier service, and immediately if sent electronically or by fax. All notices to MMS and Advertiser shall be sent to the contact as noted in the IO with a copy to the Legal Department. All notices to Advertiser shall be sent to the address specified on the IO. Sections I, III, VIII, VIII and X shall survive termination or expiration of this Agreement and Section IV shall survive for 30 days after the termination or expiration of this Agreement. In addition, each party shall return or destroy the other party's Confidential Information and remove Advertising Materials and Ad tags.