

# ADVERTISING TERMS OF SERVICE 2016

These Advertising Terms of Service (“Terms of Service”) shall apply to all order and agreements setting forth the provision of advertising services (each a “Service”) described herein and further described in such order or agreement.

Advertiser may purchase any of the Services described in these Terms of Service from time to time by submitting an insertion order form (“Order”) or agreeing to the terms of an agreement (“Agreement”) that references these Terms of Service and the applicable Service(s) to be purchased and contain other applicable terms and conditions.

## TERMS AND CONDITIONS

### 1. Writings and Terms.

**1.1 Addendums, Orders, and Agreements.** In addition to the terms set forth in these Terms of Service, Advertiser’s purchases of Services from OCL under these Terms of Service are subject to the terms and conditions set forth in the applicable Service-specific addendum to these Terms of Service (each an “Addendum”). The details regarding Advertiser’s purchase of a particular Service (e.g., run dates, ad sizes, etc.) will be described in an Order or Agreement. Multiple Orders or Agreements may be executed under these Terms of Service for a single type of Service.

**1.2 Conflict.** In the event an Order or Agreement conflicts with these Terms of Service, these Terms of Service shall control.

**2. Term.** These Terms of Service will commence as of the Effective Date and shall continue in effect unless and until \_\_\_\_\_ (“Term”).

### 3. Economic Terms.

**3.1 Fees.** Fees for each Service purchased by Advertiser hereunder will be calculated based on OCL’s (or its affiliates’, if applicable) standard rate card for such Service (“Standard Rates”). Notwithstanding the foregoing, if Advertiser commits to an annual spend amount or making other firm commitments (e.g., placement, frequency and/or volume commitments) (each a “Commitment”), as further specified in these Terms of Service, OCL and Advertiser may agree Advertiser is entitled to discounts off the Standard Rates on Services purchased in satisfaction of such Commitment. Any such discounts will be reflected in these Terms of Service (or in adjusted rate cards attached to these Terms of Service or in an Order or Agreement).

**3.2. Payment.** OCL will invoice Advertiser on a monthly basis, and payment is due within thirty (30) days of invoice date. If Advertiser fails to timely pay, OCL may suspend the provision of services hereunder or immediately terminate an Order or Agreement made pursuant to these Terms of Service. Advertiser agrees to reimburse OCL for all expenses incurred by OCL in connection with the collection of amounts payable, including court costs and attorneys’ fees. If an Order or Agreement made pursuant to these Terms of Service is terminated due to Advertiser’s failure to timely pay, OCL may rebill the Advertiser for the outstanding balance due at the open or earned contract rate, whichever is applicable, and all discounts shall be forfeited. All deliverables will be the property of OCL until payment in full is received.

**3.3. Expenses.** All expenses related to the delivery of Advertiser Content or other materials to OCL and the return of such materials by OCL (if return is directed in writing by Advertiser) shall be paid by Advertiser. OCL may dispose of any advertising materials delivered to it unless acceptable prepaid return arrangements have been made.

**3.4. Taxes.** In the event any federal, state or local taxes are imposed on Advertiser’s use of the Services hereunder, such taxes shall be assumed and paid by Advertiser.

**3.5. Late Payment.** If any amount is not paid by Advertiser when due, such amount shall bear interest at the rate of twelve percent (12%) per annum or the maximum amount permitted by law (whichever is lower), computed from the original due date until paid.

**3.6. Credit Check.** These Terms of Service may be subject to a satisfactory credit check on Advertiser (and/or Agency, as defined below). OCL may request advance payment for any advertisement(s) or other material provided by Advertiser or Agency if periodic credit checks are not satisfactory.

**3.7. Billing/Credits.** Any claims by Advertiser for a credit related to rates incorrectly invoiced or paid must be submitted in writing to OCL within ninety (90) days of the invoice date or the claim will be waived. In the event Advertiser is entitled to a credit due to overpayment of an invoice, Advertiser must use the credit within ninety (90) days of issuance or the credit will be forfeited. No cash refunds will be provided for any credit earned by the Advertiser. All credits earned will be for the benefit of Advertiser.

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## 4. Advertising Materials.

- 4.1. **Content.** Advertiser may, from time to time, provide OCL with advertising materials, including, without limitation, text, data, video, audio, images, illustrations, and graphics, trademarks, service marks, and logos (collectively, “Advertiser Content”) for use in connection with OCL’s distribution of the Services purchased hereunder.
- 4.2. **License.** Advertiser hereby grants OCL and its designees a non-exclusive, irrevocable, worldwide, transferable, sub-licensable right and license (i) to use, reproduce, mirror, distribute, modify, perform and display the Advertiser Content (or any portion thereof) via print and on the websites (mobile and traditional), properties, applications and/or devices described in these Terms of Service (including any Orders or Agreements) (collectively, the “Distribution Networks”); (ii) to modify, copy, reformat, transmit and otherwise manipulate the Advertiser Content in connection with such display; and (iii) to use Advertiser’s name and logo in connection with providing the Services.
- 4.3. **Clearances.** Advertiser will be responsible, at its own cost and expense, for obtaining all clearances, authorizations, permissions, licenses, and releases (collectively, “Clearances”) from third parties necessary to enable OCL to distribute the Advertiser Content under this Section 4, including, without limitation, (i) Clearances for any of the following creative elements appearing in or otherwise displayed via the Advertiser Content: photos, video footage, music (including, without limitation, any synchronization and mechanical licenses), audio tracks, trademarks, service marks, and rights of publicity and other indicia of identity, and (ii) Clearances from any individuals or entities whose trademarks, service marks, other corporate indicia, names, voices, likenesses, and other indicia of identity may appear in any of the Advertiser Content.
- 4.4. **Advertiser Approval Right.** To the extent OCL and/or its affiliates develop any creative or other deliverables on behalf of Advertiser under any Order or Agreement (e.g., Ads, as defined in Addendum A, emails, social media campaigns, etc.), Advertiser will have two (2) business days from receipt of any such deliverable to review and approve the deliverable. Advertiser must notify OCL in writing of any rejection of the deliverable within two (2) business days after receipt thereof or the deliverable will be deemed approved by Advertiser. Advertiser will not unreasonably withhold its approval. Only one (1) round of

revisions shall be provided unless otherwise agreed by OCL. Additional corrections or modifications will be subject to an additional charge and may result in delays in the service start date.

5. **Ownership.** All Advertiser Content or other materials furnished by Advertiser for use hereunder will remain the property of Advertiser and, subject to Section 3.3, will be returned upon request. The results of any and all work performed by OCL, including development of advertising material, creative work, or other content for Advertiser, will be the property of OCL. Advertiser may not modify such material or authorize the reproduction or use of such material in any medium without OCL’s prior written consent. Unless otherwise agreed by the parties, Advertiser and its affiliates may use such creative content only in the format provided by OCL.
6. **User Information.** Any user or usage data or information collected via OCL’s Digital Properties or related to OCL’s Digital Properties, or any information collected from sites operated by OCL’s affiliates under these Terms of Service, shall be the property of OCL and/or such affiliates. Advertiser shall have no rights in or to such information by virtue of these Terms of Service. Any user or usage data or information collected via the Digital Properties shall be the property of OCL pursuant to the terms hereof.
7. **Termination.**
- 7.1. **Termination of Agreement.** Either party may terminate an Order or Agreement pursuant to these Terms of Service (including all Addendums entered into hereunder) upon written notice to the other party (i) in the event of a material breach of these Terms of Service or any Order or Agreement by the other party that remains uncured for a period of thirty (30) days following receipt of written notice of such breach from the non-breaching party; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, or ceases business as a going concern.
- 7.2. **Termination of Orders.** OCL may terminate any Order or Agreement for convenience at any time upon thirty (30) days’ prior written notice to Advertiser.
- 7.3. **Effect of Termination.** Upon any termination of an Order or Agreement, Advertiser shall pay to

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OCL all accrued and unpaid fees for Services utilized by Advertiser through the effective date of termination. Sections 3, 4, 5, 6, 7.3, 8, 9, 10, 11 and 12, as well as any other representations, warranties or indemnification obligations under any Addendum will survive any termination of an Order or Agreement.

## **8. Representations and Warranties; Disclaimer.**

**8.1. Advertiser Warranties.** Advertiser represents and warrants that (i) it has the full right, power and authority to grant the licenses and related rights granted herein and has acquired any and all Clearances that are necessary in connection with OCL's exercise of such rights and licenses, (ii) the Advertiser Content is true and accurate, does not violate any law or regulation and is not misleading, defamatory, libelous or slanderous, (iii) OCL's use of the Advertiser Content in connection with providing the Services will not infringe upon or violate the rights or property interests of any third party, including without limitation, any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any other party, or any right of privacy or publicity, and (iv) Advertiser will maintain a privacy statement on its principal website ("Privacy Statement") that complies with applicable law and accurately and transparently discloses its privacy practices to users of such website, including any privacy practices implicated by the undertakings contemplated by these Terms of Service or an Order or Agreement. Advertiser will notify OCL in writing promptly if any of the foregoing representations and warranties becomes untrue.

**8.2. Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS OF SERVICE, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ALL SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." OCL, ITS SERVICE PROVIDER AND ANY VENDORS SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO ADVERTISER OR ANY OTHER PERSON WITH RESPECT TO ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH ANY ADVERTISER

CONTENT OR OTHER MATERIALS DISPLAYED ON ADVERTISER'S WEBSITE(S) OR THE FAILURE TO DISPLAY ANY SUCH MATERIALS ON OCL'S WEBSITE(S). OCL DOES NOT REPRESENT OR WARRANT THAT ANY SERVICES, ADS OR OTHER MATERIAL WILL BE DISPLAYED ON ANY OCL WEBSITE WITHOUT INTERRUPTION OR ERROR, AND OCL WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES INCURRED BY ADVERTISER RELATING TO THE UNAVAILABILITY OF THE INTERNET OR WEBSITE(S) ON WHICH ADVERTISER'S ADVERTISEMENTS ARE PUBLISHED. OCL MAKES NO REPRESENTATIONS OR WARRANTIES RELATING TO THE RESULTS OF SERVICES, INCLUDING WITHOUT LIMITATION, THE NUMBER OF IMPRESSIONS, CLICK-THROUGHS, OR LEADS AND ANY PROMOTIONAL EFFECT OR RETURN ON INVESTMENT.

## **9. Indemnity.**

**9.1. Indemnity.** Advertiser will indemnify and hold OCL, and OnCourse Learning Corporation any other entities that own or operate any of the Distribution Networks and each of their respective subsidiaries, affiliates, officers, directors, employees, agents, vendors, and service providers (each a "OCL Indemnitee") harmless from and against any and all suits, judgments, proceedings, claims, losses, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") arising out of a third-party claim resulting from (i) the Advertiser Content other materials provided by Advertiser, or any websites or content that is linked to from any such Advertiser Content or other materials, including, without limitation, any claim such Advertiser Content or material is libelous or defamatory or violate or infringe the rights of any third party, including any patent, copyright, trademark, trade secret, or other intellectual property or proprietary rights, or any rights of privacy or publicity, or claims based on Advertiser's willful misconduct, negligence or strict liability for a defective product; (ii) violation of any laws, rules or regulations applicable to Advertiser's business operations, products and/or services; (iii) any actual or alleged breach of Advertiser's representations, warranties, or obligations under these Terms of Service; or (iv) Advertiser's Privacy Statement.

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- 9.2. **Duty to Defend.** Advertiser shall defend at its own expense any claim instituted by any person or entity against an OCL Indemnitee resulting from a claim covered by Section 9.1. The OCL Indemnitee(s) will have the right, at its or their option, to defend such litigation jointly with Advertiser. Advertiser may not agree to any settlement that imposes any obligation or liability on an OCL Indemnitee without such indemnitee's prior written consent.
10. **Limitation of Liability.** EXCEPT FOR THE PARTIES INDEMNIFICATION OBLIGATIONS UNDER THESE TERMS OF SERVICE (IF ANY), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OCL'S LIABILITY ARISING OUT OF THESE TERMS OF SERVICE SHALL BE LIMITED TO THE AMOUNT OF FEES PAID OR OWED BY ADVERTISER TO OCL HEREUNDER DURING THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
11. **Agencies.** If Advertiser uses an advertising agency in connection with these Terms of Service or an Order or Agreement, Advertiser and such agency (the "Agency") shall be jointly and severally liable for compliance with the terms of these Terms of Service and any Order or Agreement. OCL may pursue any applicable remedies in the event of default of (including any non-payment) against Advertiser or Agency or both without any requirement of first seeking a remedy from one or the other. These Terms of Service render void any statements concerning liability which may appear on correspondence from Agency or Advertiser. Advertiser and Agency further agree that OCL does not and will not accept orders or space reservations claiming sequential liability. The person or entity signing an Order or Agreement pursuant to these Terms of Service on behalf of Advertiser warrants that such person or entity is duly authorized and has the full power to bind Advertiser to these Terms of Service and agrees to indemnify and hold OCL and its parent, subsidiaries and affiliated companies, and all of their respective employees, officers, directors, agents, successors and assigns, harmless from any and all claims, losses, damages or costs (including reasonable attorneys' fees) arising out of a breach of the foregoing warranty. Advertiser shall be solely responsible for any commission or other payment due to Agency.
12. **Miscellaneous.**
- 12.1. **Consent to Receive Faxes.** Advertiser consents to receive facsimile communications from OCL regarding its products and services at the following facsimile number(s)
- \_\_\_\_\_
- \_\_\_\_\_
- 12.2. **Waiver/Severability.** The waiver or breach of any provision of these Terms of Service shall not operate or be construed as a waiver of any other breach of the same or any other term or condition. If any provision of or an Order or Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties as expressed herein.
- 12.3. **Assignment.** Advertiser may not assign any of its rights and/or obligations hereunder or these Terms of Service without OCL's prior written consent. OCL shall have the right to assign, delegate or transfer, its rights and obligations, under these Terms of Service, in whole or in part. OCL shall provide written notice to Advertiser of any such assignment.
- 12.4. **Governing Law.** These Terms of Service will be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of law provisions.
- 12.5. **Waiver of Jury Trial.** Each party specifically waives any right to trial by jury in any court with respect to any claim against the other arising out of or connected in any way to these Terms of Service.
- 12.6. **Force Majeure.** Neither party will be liable to the other party for delays and/or defaults in its performance or Commitments under these Terms of Service due to causes beyond its reasonable control and without its fault or negligence, including but not limited to acts of God or of the public enemy, fire or explosion, flood, earthquake, actions of the elements, war, riots, embargoes, quarantine, strikes, lockouts, disputes with workers

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or other labor disturbances, or acts or requests of any governmental authority.

- 12.7. Electronic Contract.** The following provision applies if an Order or Agreement is accepted electronically. These Terms of Service form an electronic contract that sets out the legally binding terms of the Services. Advertiser (or its authorized agent) indicates acceptance of the Agreement by clicking on the “Click to E-Sign” button (or its equivalent if the electronic signature platform being used does not have a specific “Click to E-Sign” button). This action creates an electronic signature that has the same legal force and effect as a handwritten signature on a written contract under any applicable law or regulation, and is equally binding. By clicking on the “Click to E-Sign” (or equivalent) button, Advertiser (or its authorized agent) acknowledges reading and accepting the Agreement and represents, warrants and agrees that Advertiser (or its authorized agent) has the power, authority and legal right to enter into the Agreement on behalf of Advertiser.
- 12.8. Third Party Beneficiaries.** The disclaimers and limitations of liability made by OCL, and the representations and warranties made by Advertiser in or pursuant to these Terms of Service shall apply to OCL’s vendors, as intended third party beneficiaries of these Terms of Service.
- 12.9. Entire Agreement.** These Terms of Service, including any Addendum(s), Order(s), or Agreement(s) form the entire agreement of the parties regarding the provision of the Services and supersedes any and all prior written or oral agreements between the parties related to the subject matter hereof.  
An Order or Agreement may be signed in more than one counterpart, if required. These Terms of Service may not be modified except in a writing signed by both parties.
- 12.10. Counterparts.** An Order or Agreement may be executed in counterparts, if required, each of which will constitute an original, and all of which will constitute one agreement.

## ADDENDUM A – PRINT AND ONLINE ADVERTISING

If Advertiser is purchasing (i) print advertising (“Print Ads”) for display in OCL’s publications (each a “Publication”), or (ii) online display advertising (“Digital Ads,” and collectively with Print Ads, “Ads”) for distribution on OCL’s digital media property(ies) (e.g., OCL’s website(s)) specified in the applicable Order or Agreement (each a “Digital Property”) then the additional terms and conditions

set forth in this Addendum A will apply to each Order or Agreement Advertiser submits for such Ads.

- 1. Rates.** Unless otherwise specified in these Terms of Service or an Order or Agreement in connection with a Commitment from Advertiser, Advertiser’s purchase of Ads for display in the Publications, on the Digital Properties will be billed at OCL’s Standard Rates. Advertiser acknowledges that it has been provided a copy of OCL’s standard rate card. The rate card, including any terms and conditions in such rate card, are hereby incorporated into these Terms of Service by reference, provided that in the event of a conflict between any terms or conditions in the rate card and the terms of these Terms of Service, the terms of these Terms of Service will control. OCL reserves the right to modify its rate card, including increasing its Standard Rates, at any time and from time to time. OCL will provide Advertiser with at least 30 days’ prior written notice of any rate increase. Advertiser’s right to discontinue the display of its Ads shall be its sole and exclusive remedy in the event of a rate increase. If Advertiser does not elect to discontinue display of the applicable Ads, then, following the expiration of the notice period, all Ads shall be billed at OCL’s increased rates.
- 2. Delivery.**
  - 2.1. Deadlines.** Advertiser will provide OCL all applicable Ads by OCL’s standard deadline (as designated by OCL), in a format suitable for display in the Publication(s) or on the applicable Digital Property(ies), as applicable, via a transmission method mutually agreed upon by the parties. Advertiser shall have the right to change any Ad(s) after submission, provided it submits any such changes to OCL no later than OCL’s standard deadline (as designated by OCL). Advertiser shall pay all expenses connected with the delivery of the Ad(s) to OCL. Changes to any Ads after first publication may result in additional charges, which will be disclosed to Advertiser in advance.
  - 2.2. Submission of Advertising Materials.** Unless otherwise agreed to by the parties in writing, Advertiser will provide all creative services and necessary text, data, images, illustrations or graphics and/or other materials with respect to the Ad(s). Advertiser will submit the Ad(s) in accordance with the applicable OCL policies in effect from time to time, including policies

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regarding artwork specifications, format and submission deadlines.

3. **Ad Serving.** Advertiser grants to OCL a license to (a) display Advertiser's Ad(s) on the Distribution Network; and (b) modify, copy, reformat, transmit and otherwise manipulate the Ad(s) in connection with such display. Advertisements will be served in accordance with one of the following options:
  - 3.1. **By OCL.** If OCL will be responsible for serving the Digital Ads through its own ad servers, then OCL will track delivery of the Digital Ads through such servers. The parties agree that OCL's final impression measurements will be used to determine the fees due under these Terms of Service.
  - 3.2. **By a Third Party.** If a third party ("Third Party") will be responsible for serving the Digital Ads through such Third Party's ad server, and such Third Party will track delivery of the Digital Ads through its server. The Third Party's final audited impression measurements will be used to determine the fees due under these Terms of Service. If the parties agree to use a Third Party ad server under the terms of this Addendum, Advertiser agrees to provide OCL at its own expense, if any, with a user login name and password to access the Third Party's impression measurements for purposes of verification of such measurements.
4. **Invoices.** OCL agrees invoices covering the delivery of Ads hereunder will contain: (a) the dates and times upon which Advertiser's Ads were displayed in the Publications and/or the Digital Properties, and, if applicable, dates and times upon which the Ads could be accessed on the Digital Properties, (b) where applicable, the number of impressions, and/or click-throughs reported during such dates, and (c) the charge to Advertiser. The invoice shall serve as OCL's certificate of performance.
5. **Short-Rating.** If Advertiser has made a Commitment in accordance with these Terms of Service and, at the end of the Term set forth in these Terms of Service, Advertiser has either (i) purchased less volume (inches/pages/impressions) of Ads than agreed to in the these Terms of Service or (ii) fallen short of the minimum revenue Commitment agreed to in these Terms of Service, then, if OCL's Standard Rates are higher than the rates Advertiser was paying during the Term, (a)

Advertiser will be billed for (and will be obligated to pay) the difference between the Standard Rate and the rate for all Ads that ran during the Term, and (b) Advertiser will be billed at the Standard Rate (as such Standard Rate may be modified in accordance with Section 1, above) for all Ads run after the Commitment Period.

6. **Cancellation.**
  - 6.1. **Cancellation of Print Ads.** Cancellations will not be accepted for Print Ads after the OCL's standard closing time, as designated by OCL. Advertiser will be responsible for any production or creative services provided by OCL regardless of the cancellation of any Print Ads.
  - 6.2. **Cancellation of Digital Ads**
    - 6.2.1. **Cancellation Prior to Initial Distribution.** At any time prior to the serving of the first impression of a Digital Ad on a Digital Property under these Terms of Service, Advertiser may cancel an online advertising campaign on ten (10) days prior written notice to OCL.
    - 6.2.2. **Cancellation After Initial Distribution.** Once the first impression of a Digital Ad has been served on any Digital Property, Advertiser may cancel an online advertising campaign by giving OCL written notice of such cancellation, which cancellation will be deemed effective on the later of: (i) thirty (30) days after serving of the first impression of the applicable campaign; or (ii) fourteen (14) days after providing OCL with such notice. If Advertiser exercises its right to cancel under this Paragraph 6.2.2, Advertiser will be responsible for all fees that accrue prior to the cancellation date.
7. **Reservation of Rights.** OCL may reject, remove or cancel any Ad, space reservation or position Commitment at any time in its sole discretion. OCL also may edit, reject or remove from its Publication(s) and/or Digital Property(ies), at any time, any Ad or other material submitted by Advertiser or its Agency, or place the Ad in any OCL advertising classification or section that OCL deems appropriate. OCL also shall have full latitude with respect to positioning all advertisements in the Publications; provided, however, that OCL will use its reasonable efforts to accommodate Advertiser's positioning requests.
8. **Responsibility for Advertisements.**
  - 8.1. **Technical Quality; Typographical Errors; Incorrect Insertions or Omissions.** OCL is not be

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responsible for any material that is not properly displayed or that cannot be accessed or viewed because the material was not received by OCL in the proper form, in a timely manner, or in an acceptable technical quality for display on the Digital Property(ies). These Terms of Service cannot be invalidated, and OCL will not be liable for typographical errors, incorrect insertions or incorrect publication or omissions in any Advertiser Content displayed or published pursuant to these Terms of Service or omitted from display or publication.

- 8.2. Failure to Display Advertiser Content.** OCL is not required to display any Advertiser Content or other material for the benefit of any person or entity other than Advertiser. If there is an interruption or omission of the publication of any Advertiser Content or other material contracted to be published hereunder, OCL may suggest a substitute time period for the publication of the interrupted or omitted Advertiser Content or material or run the Ads in a different position in the Publication(s) or on the Digital Property(ies), as determined by OCL. Alternatively, in cases where Advertiser is paying on a fixed fee basis or has paid in advance, and if no such substitute time period is acceptable to Advertiser in Advertiser's

good faith business judgment, OCL shall provide a "make good" in the form of a reduction in the amount of fees due to OCL (or credit of fees already paid) equal to the proportionate amount of money assigned to the interrupted or omitted Ad(s). Such substitution in time period or placement or reduction in fees shall be Advertiser's sole and exclusive remedy for any failure to display Ads or other advertising material and OCL shall have no further liability hereunder for such failure.

- 8.3. Removal or Change of Content.** OCL in its sole discretion, may remove or revise its Publication(s) and/or Digital Property(ies), including the Publications' and/or Digital Properties' content, nature, design, and/or organization, during the term of these Terms of Service. If any such revision materially alters the value of the Ad(s) to be run by Advertiser, OCL will notify Advertiser of such revisions. If the parties cannot agree upon a satisfactory substitution for the affected ads due to such revision, Advertiser may cancel these Terms of Service with respect to the affected Ad(s) and shall not have to pay (or shall receive a refund) for Ads not displayed due to such cancellation. Such cancellation shall be Advertiser's sole and exclusive remedy and OCL shall have no further liability whatsoever.