

ADDENDUM TO AGREEMENT

ANALYTICS SERVICES

1. ENGAGEMENT AND SERVICES

This Addendum applies when Client engages Quad to perform any analytics services including, without limitation, Audience and Analytics, Offline-to-Online, and Research Services.

2. AUDIENCE AND ANALYTICS

- A. Audience Services.
 - i. Email. The terms on Attachment 1 will apply if Quad provides Email Services to Client.
 - ii. List Rental. The terms on Attachment 2 will apply if Quad provides a rented list to Client.

3. OFFLINE-TO-ONLINE

- A. Enhanced Direct Mail. The terms on Attachment 3 will apply if Quad provides Enhanced Direct Mail Services.
- B. Flowcodes. The terms on Attachment 4 will apply if Quad provides a Flowcode (“**Mobile Response Vehicle**”) to Client.
- C. Pixel to Postcard. The terms on Attachment 5 will apply if Quad provide Pixel to Postcard Services to Client.

**ATTACHMENT 1
EMAIL**

1. **DATA RESTRICTIONS AND PERMITTED USE.** Quad Delivered Data includes any data provided to Client in performing services outlined in an Order, except any Client Data or End User Data that Client provides to Quad for file enhancement or other processing services. Client will use the Quad Delivered Data solely to perform direct marketing activities. Client's use of the Quad Delivered Data is subject to the following additional terms and restrictions:
 - A. Quad Delivered Data is provided on a non-exclusive, non-assignable, non-transferable, limited rental basis only, and is only permitted for a one time use unless specifically granted otherwise.
 - B. Client shall use Quad Delivered Data only to support objectives as set forth in the relevant Order.
 - C. Client shall not broker or resell the Quad Delivered Data.
 - D. Client shall not use Quad Delivered Data to develop any service or products (including list enhancement or data appending services or products), or to publish or maintain a directory or other compilation of information in any form, including on the public internet, and shall not make the Quad Delivered Data (or any portion thereof) available on an on-line environment or through a publicly-available website.
 - E. Client's use of Quad Delivered Data will comply with all applicable Data and Marketing Association guidelines and in a manner which gives due consideration to matters concerning privacy and confidentiality. Client's use of Quad Delivered Data will comply with Federal, state, and local laws, statutes, rules and regulations, including without limitation the FTC Act, the CAN-SPAM Act of 2003, or the Gramm Leach Bliley Act. Client is solely responsible for compliance with "Do Not Call" legislation. Client shall issue appropriate instructions to all of its employees, contractors, or agents having access to the Quad Delivered Data concerning its restrictions, and Client shall institute appropriate security measures to insure compliance and prevent the accidental or otherwise unauthorized use or release of Quad Delivered Data.
 - F. Client shall be fully responsible for the acts and omissions of it, its employees and any other third parties who may access or use the Quad Delivered Data by or through Client or its affiliates.
 - G. Client shall not use the Quad Delivered Data in any application involving individual look-ups of people including, without limitation, any application involving individual look-ups of people pertaining to: (1) skip tracing functions; (2) electronic directory assistance applications or other e-data lookups; (3) verification of the accuracy of a record; (4) review of employee records; or (5) any type of review, analysis, or assessment of an individual record that is not expressly permitted hereunder.
 - H. Client may not use the Quad Delivered Data as a factor in establishing an individual's credit worthiness or eligibility for: (1) credit or insurance; (2) employment; (3) license or other benefit granted by a governmental authority; (4) in connection with underwriting individual insurance; or (5) in a way that would cause the Quad Delivered Data to constitute a consumer report or be covered under the Fair Credit Reporting Act, the Fair and Accurate Credit Transactions Act, or any similar statute.
 - I. Client shall not use any Quad Delivered Data to advertise, sell, or exchange any products or services relating to illicit or illegal activities including, without limitation,

sexual products or services, drug products or services, pornographic materials, weapons, gambling, chain letters, pyramid fundraising solicitations or involving services involving credit repair.

- J. Client agrees that the solicitation or ad copy prepared in connection with the Quad Delivered Data shall be devoid of any references to any selection criteria or presumed knowledge concerning the intended recipient of such solicitation, or the source of the recipient's name and address.
 - K. Client shall retain copies of mailed materials using the Quad Delivered Data for a period of twelve (12) months following mailing, and will provide a copy of such materials to Quad upon Quad's request.
 - L. Quad reserves the right to audit the process for reviewing such solicitations and ad copy along with the actual solicitation and ad copy. If the Quad Delivered Data includes information regarding children, age selection, Lender name, smoker, health, or ethnic information, Client agrees to provide Quad with sample mail pieces, telemarketing scripts, ad copy, direct mail solicitations, and other communications to be sent to consumers prior to use of the Quad Delivered Data. Quad Delivered Data with respect to children who are designated as less than thirteen (13) months old are restricted from offers for photography, diapers, and baby food/formula.
 - M. Client shall strictly comply with all data use restrictions now or hereafter imposed by Quad upon written notice.
 - N. Client acknowledges and agrees that Quad Delivered Data may be seeded in order to detect any use in violation of the relevant Order. If Client breaches any provision of this section, Quad may immediately terminate the Order by written notice to Client without any cost, obligation or liability and pursue any other legal and equitable remedies to which Quad may be entitled.
2. **E-MAIL APPEND/OPTIMIZE**. The Quad Delivered Data will only be used to contact or with respect to individuals with whom Client has an existing business relationship and that has not opted out of receiving marketing materials from Client.
3. **E-MAIL DEPLOYMENT**. Client acknowledges and agrees that Client is the "Sender" under the CAN-SPAM Act. All email messages sent on behalf of Client shall be subject to review and approval by Quad. Quad shall reject any message that fails to comply with the applicable requirements of the CAN-SPAM Act. Quad shall add opt-out verbiage to Client's message.
4. **PROSPECT EMAIL**. Client will not: (i) send or deliver, directly or indirectly, more than: (a) one (1) electronic mail message (as defined in the CAN-SPAM Act), in the aggregate, to any single email address provided as part of the Quad Delivered Data in any seven (7) calendar day period; and (b) three (3) electronic mail messages, in the aggregate, to any single email address provided as part of the Quad Delivered Data in any calendar month; (ii) use, or permit any email address provided as Quad Delivered Data to be used, in the transmission of any electronic mail message in which the "Sender" (as defined in the CAN-SPAM Act) is any person or entity other than Client; (iii) use email addresses provided as Quad Delivered Data for generating "junk mail," "chain letters," or unsolicited bulk email or "spamming;" and (iv) send any electronic mail message for marketing purposes to an email address provided as Quad Delivered Data that is currently in Client's own in-house email address suppression list.

5. **ADDITIONAL RESTRICTIONS.** Client shall not, either during the duration of this SOW or thereafter, decompile, decode, reverse engineer in whole or in part the Quad Delivered Data or the other intellectual property rights of Quad. This SOW is expressly made subject to any other restrictions that may be imposed from time to time by the government of the United States or by any of Quad's data provider vendors. Notwithstanding anything contained in this SOW to the contrary, Client shall not export, re-export, use, or store, directly or indirectly, any Quad Delivered Data at any location or in any market outside of the United States.

ATTACHMENT 2 LIST RENTAL

1. **TITLE.** Client acknowledges that the demographic data elements (“**List Data**”) shall at all times remain the intellectual property of Quad’s licensors and third party data owners (collectively the “**Data Owner**”) who provided the List Data to Quad, and that Client has no proprietary rights whatsoever in the List Data.

2. **CLIENT WARRANTIES.**
 - a. Client warrants that (a) it is a duly formed entity (i.e., corporation or limited liability company) in good standing under the laws of the state of its incorporation or organization; (b) it is qualified to transact business in all states where the ownership of its properties or nature of its operations requires such qualification; (c) it has full power and authority to enter into and perform the Agreement; and (d) the execution and delivery of the Agreement have been duly authorized.
 - b. Client represents and warrants that, it has implemented and maintains an information security program that contains administrative, technical, and physical safeguards that are appropriate to its size and complexity, the nature and scope of its activities, and the sensitivity of any customer information at issue sufficient to protect the confidentiality of the List Data.

3. **PERMITTED USE / RESTRICTIONS.** Client may use the List Data provided pursuant to this Agreement, subject to the following:
 - a. The List Data may be used for Client’s direct (i.e., offline) and/or online marketing programs to consumers in the United States. When the List Data is used in online marketing programs, the List Data may be used as selection criteria for purposes of identifying the advertising target for marketing solicitations via online advertising campaigns. Client may use the List Data to create, segment, or select a marketing-campaign audience (“**Online Audience**”) for an Online Targeting campaign. The Online Audience may be distributed directly to a publisher or distributed to a publisher through use of an onboarding service provider. Regardless of the distribution channel, only the selected Online Audience may be distributed to the publishers, and the Online Audience distributed by or on behalf of Client shall not contain: (i) any demographic elements sourced from the List Data, other than name, address, telephone, or email address; or (ii) segment codes derived from the List Data. Any email deployed by Client using the List Data will: (i) contain an opt-out provision, (ii) identify Client and provide a valid physical address, and (iii) clearly express the intent of the email communication.
 - b. Client may not sell, lease, rent or provide to any other party (i) the List Data or a derivative of the List Data, (ii) its own file, as enhanced with the List Data, or (iii) any direct marketing list, model, analysis, code or report utilizing or derived from the List Data.
 - c. The List Data may only be used for affirmative marketing uses and not for exclusionary or discriminatory purposes. Client may not use the List Data for any illegal purpose or as a factor in establishing an individual’s creditworthiness or eligibility for credit, insurance or employment or credit repair services. The List

Data will not be used to advertise, sell, or exchange any illegal or illicit products or services.

- d. The List Data may not be used in an individual look-up reference application.
- e. All marketing communications (whether offline or via Online Targeting) used in connection with any list created by or for Client derived from the List Data shall (i) be devoid of any reference to any selection criteria or presumed knowledge concerning the intended recipient of such solicitation, or the source of the recipient's name and address; (ii) comply with all applicable federal and state laws, rules and regulations; (iii) comply with all applicable privacy policies, ethical use and Fair Information Practices published by the Direct Marketing Association ("**DMA**"); and (iv) for Online Targeting, comply with applicable privacy policies and, where applicable, the principles and/or best practices set forth within the following websites: Digital Advertising Alliance (<http://www.aboutads.info/>), Mobile Marketing Association, in particular its Best Practices Guide (<http://www.mmaglobal.com> or successor site), Federal Communication Commission (<http://fcc.gov> or successor site), and Interactive Advertising Bureau, in particular its Best Practices and its Self-Regulatory Guidelines and Behavioral Advertising Principles (<http://www.iab.net> or successor site).
- f. Client may not use the List Data, in whole or in part, in the development of (i) any application that is outside the scope of this Agreement or (ii) any data products or services to be provided to third parties including, without limitation, any list enhancement or data appending service or product.
- g. Quad is obligated to comply with certain restrictions and requirements placed upon the use of the List Data by the Data Owners. Client shall strictly comply with all restrictions and requirements now or hereafter imposed upon Quad by any Data Owner and made known to Client in writing.

4. **CONSUMER INQUIRIES / CONSUMER CARE**. Client shall be responsible for accepting and responding to any communication initiated by a consumer ("**Consumer Inquiries**") arising out of Client's use of the List Data. Client agrees that it will provide "in house" suppression to consumers, upon request by a consumer, from future marketing initiatives by Client and agrees to honor any such request by suppressing such consumer information from Client's marketing solicitations. No reference to Quad or the Data Owners in written or oral communication to a consumer or in scripts used by Client in responding to Consumer Inquiries shall be made without Quad's and the Data Owner's prior written approval.

5. **CONSUMER ELECTIONS / PRIVACY POLICY**. Client agrees to honor consumers' elections not to receive marketing solicitations from Client and in the event that Client does not honor such consumers' choice not to receive marketing solicitations, Quad and the Data Owner may cease delivery of the List Data and/or Services and/or terminate this Agreement immediately. Client acknowledges that neither Quad nor Data Owner guarantees that the names or telephone numbers of all such consumers have been flagged or removed from the List Data supplied to Client hereunder. Client further represents that if Client is telemarketing in a state that requires registration, Client has registered in the applicable state. Client acknowledges that it is Client's sole responsibility to ensure that the most current suppression information has been applied to its files before

such files are used for marketing and Client agrees to defend, indemnify and hold harmless Quad and the Data Owner, as set forth below, due to Client's failure to comply with its obligations set forth in this Section. Client has and will maintain a privacy policy that (i) provides consumers a point of contact (e.g., website, telephone number or address) where a consumer may opt-out of any marketing or advertising communications from the Client; and (ii) explains the Client's active or passive collection, use and transfer of personally identifiable or anonymous data related to a consumer or a user.

6. **AUDIT/NON-COMPLIANCE**. Client agrees that at all times during the Term of this Agreement, it shall maintain current, accurate and complete books and records relating to its usage of the List Data in compliance with the terms of this Agreement. Client agrees that Quad, or any designee of Quad, shall have the right at any time to examine, inspect, audit, review and copy or make extracts from all such books, records and any source documents used in the preparation thereof during normal business hours upon written notice to Client at least five (5) business days prior to the commencement of any such examination, inspection, review or audit. Such audit shall be strictly limited to those books and records which specifically relate to information pertinent to the use of the List Data. In the event an audit reveals that you are not in compliance with the terms and conditions of this Agreement, you shall be responsible for the costs of the audit, as well as any and all damages resulting from such non-compliance including, without limitation, any special, incidental, indirect, or consequential damages whatsoever (including punitive damages and damages for loss of goodwill).
7. **INDEMNIFICATION**. Client shall defend, indemnify, and hold harmless Quad and the Data Owner from and against any and all claims, demands, judgments, liability, damages, losses, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from Client's misuse or unauthorized use of the List Data. Quad shall give Client prompt written notice of any claim of which it has knowledge, and shall provide Client with the assistance, information and authority necessary to perform Client's obligations under this Section.
8. **WARRANTY DISCLAIMER/LIMITATION OF LIABILITY**. The List Data may be subject to transcription and transmission errors, accordingly, the List Data is provided on an "as is," "as available" basis. Any use or reliance upon the List Data by Client shall be at its own risk. EXCEPT AS SET FORTH IN THIS SECTION, NEITHER QUAD NOR THE DATA OWNER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, HEREUNDER WITH RESPECT TO THE SERVICES, LIST DATA, OR THE MEDIA ON WHICH THE LIST DATA IS PROVIDED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. QUAD'S AND THE DATA OWNER'S AGGREGATE LIABILITY TO CLIENT, WHETHER FOR NEGLIGENCE, BREACH OF WARRANTY, OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO THE PRICE PAID FOR THE LIST DATA OR SERVICES TO WHICH THE INCIDENT RELATES. IN NO EVENT SHALL QUAD OR DATA OWNER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE AND HOWEVER ARISING, INCLUDING BUT NOT LIMITED TO LOST INCOME OR LOST REVENUE, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY.

9. **EVENTS UPON TERMINATION**. Upon the termination of the Agreement for any reason, Client shall, at Quad's option, destroy or return to Quad the List Data and any copies thereof and certify in a writing to be delivered to Quad within five (5) business days following such destruction or return that Client has fully complied with the requirements of this Section.

ATTACHMENT 3 ENHANCED DM

- 1. TAG NOTICES.** Site tags (i.e., Javascript code) are required to facilitate ad placement, remarketing and analytics for these Services. Client understand and acknowledges that it is responsible for placing any tags required for the Services on its site, and that as a result, it may be required to provide notice to its site visitors (by its privacy policy or some other permissible mechanism) regarding those tags, including without limitation a description of the tag, what information is collected by the tag, who Client shares that information with and whether the sharing of that information may be considered a sale, how a site visitor may opt-out of being tracked by the tag, if at all, and any other notices required by applicable laws and regulations. Client, and not Quad, will be solely responsible for such notices, and as such, Client represents that: (a) no terms of use, privacy policy, or representations made to Client's website visitors will be violated by such tag use; (b) Client will require each website using the tag to display privacy policies that disclose applicable data collection practices; and (c) the use of tag will not be used in conjunction with any website or application directed to children under the age of 16, or in any manner implicating the Children's Online Privacy Protection Act. Quad provides any tags "AS IS" and does not make or give, and hereby expressly disclaims, any and all representations and warranties, express or implied, related to the tags.
- 2. NOT INTENDED FOR PROTECTED INFORMATION.** Client acknowledged and understand that this Program is not intended to be used to create, receive, maintain or transmit protected health information ("PHI") governed by HIPAA, or other highly sensitive information about individuals that are afforded special protections under State and/or Federal Laws (collectively "Protected Information"). While Quad and Third Party Platforms have practices and systems in place intended to protect the privacy and security of information, Client agrees not to provide any Protected Information to Quad for this Program.
- 3. THIRD PARTY PLATFORMS.** The delivery of the Work under this SOW is fulfilled in full or part through various technologies owned and operated by third parties ("**Third Party Platforms**"). Quad can provide Client with a list of the Third Party Platforms upon request. Quad has no control over Client information maintained in Third Party Platforms. As a result, Clients should be aware of how information is collected and maintained in Third Party Platforms and the steps they can take to further protect their information. Clients must also ensure that website privacy policies adequately describe the use of Third Party Platforms as may be required by applicable law.
- 4. IMPROVEMENT OF QUAD OFFERINGS.** Quad and its sub-contractors may use de-identified aggregated data that does not specifically identify individuals or the Client ("**Aggregated Anonymous Data**"). Client acknowledges and agrees that Quad (and the Third Party Platforms it uses) may obtain and use Aggregated Anonymous Data it captures or receives through use of its Services. Quad (and the Third Party Platforms it uses) may use the Aggregated Anonymous Data to analyze, improve, support and operate the Services, and for any business purpose, during and after the term of this SOW. In all cases, the Client will not be identified unless prior approval has been obtained.

ATTACHMENT 4 FLOWCODES

1. The Parties understand and acknowledge that the Mobile Response Vehicles, when scanned by user devices, direct those users to URLs (websites) specified by Client.
2. The Parties understand and acknowledge that Quad will engage a third-party provider, the DTX Company, a Delaware corporation, or one of its subsidiaries or affiliates (the “**Provider**”), to perform some of the Work under the Order, including generating the Mobile Response Vehicles, gathering data generated from the user scans of the Mobile Response Vehicles, and performing analytics on such data. Any data collected will be subject to and governed by Provider’s end-user privacy policy at www.privacy.flowcode.com. Provider, and not Quad, will be solely responsible for the Work performed by Provider and for any loss or misuse of data or other violation of Provider’s end user privacy policy.
3. The Client shall be a third party beneficiary to the intellectual property indemnification obligations provided by DTX to Quad, namely that DTX will indemnify, defend and hold harmless the Client, from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees, that are incurred by the Client (collectively “**Losses**”), to the extent arising from any third-party claim alleging the Services (including the DTX Platform) infringe the intellectual property rights of any third-party. Other than as described in this indemnity, Client’s application or use of the Mobile Response Vehicles and Materials with Mobile Response Vehicles, including for directing users to URLs specified by Client, will be at Client’s sole risk. Quad does not make or give, and hereby expressly disclaims, any and all representations and warranties that the application or use of or interaction with Mobile Response Vehicles and materials with Mobile Response Vehicles do not or will not infringe or otherwise violate the patents or other intellectual property rights or any other rights of third parties.
4. The Parties acknowledge and agree that Quad (by its Provider) will collect Mobile Response data and is authorized to use the Mobile Response data for its own purposes, including without limitation to retain, use and further disclose Mobile Response data for the purpose of analytics, to test, develop, and create new product and service offerings, or for other business or commercial purposes.

**ATTACHMENT 5
PIXEL TO POSTCARD**

1. **PIXEL NOTICES.** Client understand and acknowledges that it is responsible for placing the Pixel on its site, and that as a result, it may be required to provide notice to its site visitors (by its privacy policy or some other permissible mechanism) regarding that Pixel, including without limitation a description of the Pixel, what information is collected by the Pixel, who Client shares that information with and whether the sharing of that information may be considered a sale, how a site visitor may opt-out of being tracked by the Pixel, if at all, and any other notices required by applicable laws and regulations. Client, and not Quad, will be solely responsible for such notices, and as such, Client represents that: (a) no terms of use, privacy policy, or representations made to Client's website visitors will be violated by such Pixel use; (b) Client will require each website using the Pixel to display privacy policies that disclose applicable data collection practices; and (c) the use of Pixels will not be used in conjunction with any website or application directed to children under the age of 16, or in any manner implicating the Children's Online Privacy Protection Act. Quad provides the Pixel "AS IS" and does not make or give, and hereby expressly disclaims, any and all representations and warranties, express or implied, related to the Pixel.

2. **PIXEL TO PRINT NOT INTENDED FOR PROTECTED INFORMATION.** Client acknowledged and understand that this Program is not intended to be used to create, receive, maintain or transmit protected health information ("**PHI**") governed by HIPAA, or other highly sensitive information about individuals that are afforded special protections under State and/or Federal Laws (collectively "Protected Information"). While Quad and Third Party Platforms have practices and systems in place intended to protect the privacy and security of information, Client agrees not to provide any Protected Information to Quad for this Program.

3. **THIRD PARTY PLATFORMS.** The delivery of the Work under the Order is fulfilled in full or part through various technologies owned and operated by third parties ("**Third Party Platforms**"). Quad can provide Client with a list of the Third Party Platforms upon request. Quad has no control over Client information maintained in Third Party Platforms. As a result, Clients should be aware of how information is collected and maintained in Third Party Platforms and the steps they can take to further protect their information. Clients must also ensure that website privacy policies adequately describe the use of Third Party Platforms as may be required by applicable law.

4. **IMPROVEMENT OF QUAD OFFERINGS.** Quad may use de-identified aggregated data that does not specifically identify individuals or the Client ("**Aggregated Anonymous Data**"). Client acknowledges and agrees that Quad (and the Third Party Platforms it uses) may obtain and use Aggregated Anonymous Data it captures or comes in contact with through use of its Services. Quad (and the Third Party Platforms it uses) may use the Aggregated Anonymous Data to analyze, improve, support and operate the Services, and for any business purpose, during and after the term of this SOW. In all cases, the Client will not be identified unless prior approval has been obtained.