

**Townsquare Interactive and UPS
SERVICE AGREEMENT**

This Service Agreement ("Agreement") is made this 21st day of March, 2016, (the "Effective Date") by and between UNITED PARCEL SERVICE, INC. ("UPS") an Ohio corporation with a place of business at 55 Glenlake Parkway, NE, Atlanta, Georgia 30328 and Townsquare Interactive, with a place of business at 200 S. Tryon, Suite 400, Charlotte, North Carolina 28202 ("Association"). UPS and Association are each a "Party," and collectively, "the Parties."

The Parties wish to set forth the terms and conditions under which UPS® shall provide discounted shipping services to Association and its members. In consideration of the mutual obligations, promises and undertakings of the Parties, the Parties agree as follows:

1. THE ASSOCIATION PROGRAM; SERVICES; DISCOUNTS

1.1 Association Program. UPS shall provide shipping services to Association and each member of Association ("Member") who participates in the Association Program. "Association Program" means those shipping services and discounts UPS agrees to offer to participating Members and the other terms of this Agreement.

1.2 Shipping Services Terms. UPS shall provide its services pursuant to the UPS Rate and Service Guide and the UPS Tariff/Terms and Conditions of Service in effect at the time of shipping, the terms of which are each incorporated herein by this reference.

1.3 Applicable UPS Services. UPS shall provide to Association and each Member discounts as set forth herein on the following UPS services:

Domestic Air Letters and Packages

UPS Next Day Air®
UPS Next Day Air Saver®
UPS 2nd Day Air A.M.®
UPS 2nd Day Air®
UPS 3 Day Select®

Domestic Ground Packages

UPS Ground

International Export Letters, Paks and Packages

UPS Worldwide Express®
UPS Worldwide Saver®
UPS Worldwide Expedited®
UPS Worldwide Express Freight™
UPS Standard™

International Import Letters, Documents and Packages*

UPS Worldwide Express®
UPS Worldwide Saver®
UPS Worldwide Expedited®
UPS Worldwide Express Freight™
UPS Standard™

1.4 Discounts. UPS shall provide to each Member the following discount amounts off UPS Standard List Rates according to each Member's average gross weekly Transportation Charges for all of the UPS services listed above, excluding any charges for International Import services, which will not be included in the weekly gross Transportation Charges calculation for purposes of determining discounts. The term "Transportation Charges" as used in this Agreement and any Exhibit hereto is defined as UPS Standard List Rates (also referred to as "list rates") only which may be periodically adjusted by UPS. Published rate charts may be downloaded at www.ups.com/rates. Except as otherwise set forth in the Agreement or any Exhibit, "Transportation Charges" do not include charges for Value-Added Services, Other Charges or other fees, accessorial charges, additional charges, or surcharges that may apply to Customer or a shipment (collectively, "Additional Charges"). Except as otherwise set forth in the Agreement or any Exhibit, no discounts or other reductions are provided on Additional Charges as set forth in the UPS Rate and Service Guide for Standard List Rates in effect at the time of shipping.

All incentives contained in this Agreement apply to the effective UPS rate at the time of shipment and shall be applied on a weekly basis unless otherwise specified.

Each eligible package or shipment will receive an incentive per the following schedule based on a 52 week rolling average of eligible packages tendered to UPS. The band determination is based on the average base transportation charges per week (excluding Additional Charges, unless otherwise specified). The incentives will be administered on a weekly basis. Incentives apply to the following billing options: prepaid, freight collect, third party, undeliverable, UPS Returns® and UPS Returns® third party (where applicable) letters, documents, paks and packages.

Average weekly base transportation charges per week will be based on the most recent 52 weeks. Average weekly base transportation charges per week is defined as the base transportation charges per week from all eligible and committed services for the given time period divided by the number of week(s) in the time period.

Member Discounts:

Introductory Program Incentives to be applied for Weeks 1 through 4:

UPS Next Day Air® (Ltr/Pkg)	UPS Next Day Air Saver® (Ltr/Pkg) 1	UPS 2nd Day Air®, UPS 2nd Day Air A.M.® (Ltr/Pkg) 1	UPS 3 Day Select® (Pkg) 1	UPS® Ground	UPS Worldwide Express® UPS Worldwide Saver® UPS Worldwide Expedited®/Export	UPS Worldwide Express® UPS Worldwide Saver® UPS Worldwide Expedited® UPS Worldwide Express	UPS Standard™ to Mexico (Pkg)	UPS Standard™ from Mexico (Pkg)	UPS Standard™ to and from Canada ² (Pkg)
20.0%		20.0%	20.0%	10.0%	20.0%	20.0%	20.0%	16.0%	10.0%

Program Incentives to be applied for Weeks 5 throughout the remainder of the agreement:

Weekly Gross Transportation Charges	UPS Next Day Air® (Ltr/Pkg) 1	UPS Next Day Air Saver® (Ltr/Pkg) 1	UPS 2nd Day Air®, UPS 2nd Day Air A.M.® (Ltr/Pkg) 1	UPS 3 Day Select® (Pkg) 1	UPS® Ground 1	UPS Worldwide Express® UPS Worldwide Saver® UPS	UPS Worldwide Express® UPS Worldwide Saver® UPS Worldwide Expedited® UPS Worldwide	UPS Standard™ to Mexico (Pkg)	UPS Standard™ from Mexico (Pkg)	UPS Standard™ to and from Canada ² (Pkg)
\$0.01 - \$99.99		16.0%	16.0%	16.0%	8.0%	16.0%	16.0%	12.0%	12.0%	8.0%
\$100.00 - \$249.99		17.0%	17.0%	17.0%	8.5%	17.0%	17.0%	15.0%	13.0%	8.5%
\$250.00 - \$499.99		18.0%	18.0%	18.0%	9.0%	18.0%	18.0%	18.0%	14.0%	9.0%
\$500.00 - and up		20.0%	20.0%	20.0%	10.0%	20.0%	20.0%	20.0%	16.0%	10.0%

Committed Services:

All Small Package Freight: Domestic and Export transportation charges from the following: Letter, Document, Package, Pallet, Freight Collect, Third Party, Consignee Billing, or UPS Returns® will be used to determine the customer's incentive levels: UPS Next Day Air® Early A.M.®; UPS Next Day Air®; UPS Next Day Air Saver®, UPS 2nd Day Air A.M.®, UPS 2nd Day Air®, UPS 3 Day Select®; UPS® Ground; UPS Worldwide Express® - Export (Excluding UPS 10 KG Box® and UPS 25 KG Box®); UPS Worldwide Saver® - Export (Excluding UPS 10 KG Box® and UPS 25 KG Box®); UPS Worldwide Express Freight™ - Export - Pallet; UPS Worldwide Expedited® - Export; UPS Standard™ to Canada; UPS Standard™ to Mexico.

Minimum Net Charge

For each UPS Worldwide shipment, Members will be charged the net shipment charge based on the incentives above. For each UPS Standard™ shipment, Members will be charged the published one pound rate for the respective zone to or from Canada or Mexico. For each domestic air letter or package, Members will be charged the net shipment charge based on the incentives above. For each domestic UPS 3 Day Select® package, Members will be charged the greater of the net package charge based on the above incentives or the net package charge based on the published UPS 3 Day Select® package charge for zone 302. For each domestic UPS Ground package, Members will be charged the greater of the net package charge based on the above incentives or the net package charge based on the UPS list package charge for a Zone 2, 1 pound package for the respective Ground Commercial or Residential package.

Electronic PLD Bonus

The incentives detailed earlier in this Agreement include an Electronic PLD bonus up to the amount defined in the table below. Shipments tendered via non-Electronic PLD will not receive this bonus. At no point will non-application of the bonus result in net rates that exceed the published rates in effect at the time of shipment. The bonus will be applicable to all shipments paid for by accounts in this agreement.

Services	UPS Next Day Air®	UPS Next Day Air Saver®	UPS 2nd Day Air® UPS 2nd Day Air A.M.®	UPS 3 Day Select®	UPS Worldwide Express® UPS Worldwide Saver® UPS Worldwide Expedited® UPS Worldwide	UPS Standard™ to Mexico	UPS Standard™ to Canada	UPS Commercial Ground	UPS Residential Ground
Electronic PLD	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	5.0%	5.0%

The following methods of providing UPS shipment information will be considered non-electronic for this agreement: Manifest Key Entered, Manifest Summary, Hundredweight Shipping Document, Paper Waybill, Air Shipping Document, Shipping Record (SRB/SRM), Consignee Billing Paper Books. All other shipment information will be considered electronic PLD.

1.5 UPS Account Number Management. If a Member does not have a UPS account prior to enrolling in the Association Program, UPS will assign each Member a shipper billing number to participate in the Association Program. UPS shall assume responsibility at its sole cost and expense of enrolling, servicing, and billing Member accounts.

1.6 Member Obligations. All Association Members who want to participate in the Member incentives offered by UPS under this Agreement must call the Association number provided or go to the Association landing page provided in order to be placed on the program.

2. ADVERTISING/PROMOTION RIGHTS AND OBLIGATIONS

2.1 Association agrees that during the Term of this Agreement, it (i) shall endorse the Association Program, and UPS as preferred shipping service provider to Association and its Members.

2.2 Association shall execute multi-channel marketing efforts to encourage Association members to use UPS. Association agrees to promote the Association Program, including by engaging in the following activities and responsibilities:

- (a) a web page dedicated to the promotion of benefits provided by the UPS Association Program;
- (b) include a URL or link to the UPS Association Program landing page on all materials promoting the Association Program;
- (c) collaborate with UPS throughout the Term to identify and target Association members that have not enrolled in the Association Program, and
- (d) Positioning of information about UPS benefits within Association electronic newsletter, trade publications, association publications, membership benefit guide or any other membership communication materials.

2.3 Association shall promote the services of UPS only with prior authorization and promotional material approved by UPS. Such authorization shall extend only for the period of the Agreement.

2.4 Each Party shall use the other Party's trademark, service marks, brand, and trade names solely to promote the services of UPS in conjunction with the Association Program, and for no other purposes. It is understood by each Party that the trademark, service marks, brand, and other trade names of each are proprietary to each Party and nothing in this Agreement constitutes a grant of a general license to use said rights. Association shall comply at all times with the UPS Brand Guidelines, as UPS may supplement or amend them from time-to-time.

2.5 UPS agrees to provide to Association print-ready images for specialized Association advertisements to be placed in Association promotional materials such as website, email, or newsletters. Association shall be responsible for the costs associated with placing the advertisements.

3. TERM; TERMINATION

3.1 This Agreement shall commence on the Effective Date of _____ and, unless earlier terminated pursuant to the terms hereof, will continue for a period of **one-hundred and four (104)** weeks (the "Initial Term"). At the expiration of the Initial Term, this Agreement will be automatically renewed for a successive one-hundred and four (104) week period (each, a "Renewal Term"), unless either Party notifies the other Party in writing of its intent not to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term (as applicable). The Initial Term and any Renewal Terms are collectively referred to herein as the "Term."

3.2 Either Party may cancel and terminate this Agreement on thirty (30) days written notice to the other Party.

3.3 Upon termination or expiration, UPS may, at its option, continue to provide discounted shipping services to Members enrolled in the Association Program at the time of termination or expiration.

4. CONFIDENTIALITY

4.1 UPS and Association agree that the contents of this Agreement are confidential and shall not be disclosed to any other person, except as required by applicable law or government rule, regulation or action, or as approved by the Parties in any promotional or related materials.

5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable domestic and foreign laws, rules and regulations (including but not limited to the CAN-SPAM Act) in its performance under this Agreement.

6. NOTICES. All notices, requests, or other communications hereunder shall be in writing, sent by UPS Next Day Air[®] service, personal service, facsimile or by United States certified mail, return receipt requested, postage prepaid; to the addresses set forth below or such other address as changed through written notice to the other party.

If to UPS:
United Parcel Service
Associations Program Management
Group
55 Glenlake Parkway, NE
Atlanta, GA 30328
(404) 828-6000


If to Townsquare Interactive:
Townsquare Interactive
Tim Pirrone
200 S. Tryon Suite 400
Charlotte, NC 28202
(212) 888-8919


Notice given by personal service shall be deemed effective on the date it is delivered, notice sent by UPS Next Day Air® shall be deemed effective one business day after dispatch, notice given by fax shall be deemed effective on the date of transmission and notice mailed shall be deemed effective on the third business day following its placement in the mail.

7. **LIMITATION OF LIABILITY.** In no event shall either Party, its affiliates or any of its or their directors, officers, employees or agents be responsible or liable for any indirect, incidental, consequential, special, exemplary, punitive or other damages, or for any loss of profits, loss of revenue, loss resulting from interruption of business or loss of use or data, even if that Party, its affiliates or any of their directors, officers, employees or agents has been advised of the possibility of such damages, under any contract, negligence, strict liability or other theory, arising out of or relating in any way to this Agreement or its implementation. Except for loss or damage to goods transported pursuant to this Agreement, which loss or damage shall be governed by the UPS Tariff/Terms and Conditions of Service in effect at the time of shipping, in no event shall the total collective liability of UPS, its affiliates and any of its or their directors, officers, employees and agents arising out of or relating in any way to this Agreement or its implementation exceed two percent (2%) of the net revenue for the UPS shipping services described in Section 1.3 of this Agreement that was received by UPS from all Members participating in the Association Program during the calendar quarter immediately preceding the event giving rise to liability. The provisions of this section survive termination of the Agreement.

8. **WAIVER; ENTIRE AGREEMENT; AMENDMENT; GOVERNING LAW.** Waiver by either Party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision, or a waiver of any other breach of or failure to comply with any other provision of this Agreement. This Agreement and Exhibits, if any, constitute the entire understanding and agreement between the Parties concerning the subject matter of this Agreement. This Agreement may not be amended, supplemented, or modified except by a written document signed by both Parties. This Agreement shall be governed by and interpreted in accordance with the laws of Georgia.

This Agreement is hereby signed and executed by authorized representatives of both Parties.

United Parcel Service, Inc.
By WILLIAM HERBERT
Print
By 
Signature
Title SR. MARKETING MANAGER

Townsquare Interactive
By TIMOTHY J. PIRROWE
Print
By 
Signature
Title PRESIDENT

Dated

6/3/16

Dated