



Bridge Preparatory Charter School

Board Meeting

Published on January 6, 2025 at 6:48 PM EST

Amended on January 9, 2025 at 7:28 PM EST

Date and Time

Thursday January 9, 2025 at 7:00 PM EST

Location

Bridge Preparatory Charter School
715 Ocean Terrace
Building A - Atrium (Main Floor)
Staten Island, NY 10301

557 5th St. #3
Brooklyn, NY 11215

46 Alpine Avenue
Staten Island, NY 10301

Agenda

	Purpose	Presenter	Time
I. Opening Items			7:00 PM
A. Record Attendance		Geena Kuriakose	1 m
B. Call the Meeting to Order		Geena Kuriakose	2 m

	Purpose	Presenter	Time
C. Approve Minutes from December 12 Meeting	Approve Minutes	Geena Kuriakose	2 m
II. Vote on SI Media Contract			7:05 PM
A. SI Media Contract	Vote	Tim Castanza	5 m
III. Monthly Deep Dive			7:10 PM
A. Organizational Model Planning SY 2025-26+	Discuss	Tim Castanza	15 m
IV. Other Business			7:25 PM
A. School Leadership Updates	FYI	Tim Castanza	10 m
B. Update from the Family Association	FYI	Deidre Medina	5 m
C. Public Comment	FYI	Geena Kuriakose	2 m
V. Closing Items			7:42 PM
A. Review of Action Items & Next Steps	FYI	Traci Frey & Mark Harmon-Vaught	2 m
B. Adjourn Meeting	Vote		

Coversheet

Approve Minutes from December 12 Meeting

Section:	I. Opening Items
Item:	C. Approve Minutes from December 12 Meeting
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Board Meeting on December 12, 2024



Bridge Preparatory Charter School

Minutes

Board Meeting

Date and Time

Thursday December 12, 2024 at 7:00 PM

Location

Bridge Preparatory Charter School
715 Ocean Terrace
Building A - Atrium (Main Floor)
Staten Island, NY 10301

328 Oakland Avenue
Si NY 10310

557 5th St
Brooklyn, NY 11215

60 Washington Sq S
NY, NY 10003

Trustees Present

A. Wolkowitz, D. Medina, G. Kuriakose (remote), M. Harmon-Vaught, N. DeStefano, R. Peters (remote), T. Frey

Trustees Absent

T. Gore

Ex Officio Members Present

T. Castanza

Non Voting Members Present

T. Castanza

Guests Present

K. Baldassano (remote)

I. Opening Items

A. Record Attendance

As per Public Officers Law, Article 7, § 103-a (*Videoconferencing by public bodies*) although board members Geena Kuriakose and Rebecca Peters are not present in-person for this meeting, they are attending via videoconference from locations posted on the public meeting notice/agenda and open to the public; they are therefore considered to be in attendance for purposes of quorum and are permitted to vote. **QUORUM IS MET FOR THIS MEETING.**

B. Call the Meeting to Order

G. Kuriakose called a meeting of the board of trustees of Bridge Preparatory Charter School to order on Thursday Dec 12, 2024 at 7:08 PM.

C. Approve Minutes from November 21 Meeting

G. Kuriakose made a motion to approve the minutes from Board Meeting on 11-21-24. G. Kuriakose stated if there is no objection, the motion to approve the minutes of the 11-21-24 board meeting will be adopted. As there was no objection, the motion is adopted and the minutes are approved by unanimous consent. The board **VOTED** unanimously to approve the motion.

D. Welcome from Co-Chairs

M. Harmon-Vaught welcomed the attendees and said we are grateful to be in fellowship with all of you.

T. Frey added what he said. Happy December. We can move right on into our monthly deep-dive, which is to look at the budget and school organization.

II. Monthly Deep Dive

A. Budget Refresh

M. Harmon-Vaught asked R. Peters to offer a summary of the conversation we had with the Finance Committee around the budget refresh.

R. Peters stated that the budget refresh gives a more accurate picture of what the year has been and what it will look like. Historically speaking, we always budget conservatively so revenue has increased, based upon the student numbers we have. The other significant revenue piece is the interest income from our investments. And there are various lines on the expense side that have increased, which T. Castanza is going to share. Overall, we're adjusting our budget and spending money in ways that are aligned with our mission. She looks forward to T. Castanza's budget deep-dive. She then gave the floor to T. Castanza for his budget presentation.

T. Castanza started by sharing an Excel worksheet showing the school's budget for the Fiscal Year 2025 ending June 30th. The worksheet contains columns marked "FY 2024", "Original Budget FY 2025", "Revised Budget FY 2025" and "Variance". There are additional columns projecting finances for FY2026 through FY2030, the length of our charter renewal term. As discussed in the *Finance Committee*, we have a new way to look at budgeted versus actual. We hadn't done it in this very linear, straight line method before, and this is a new template that he worked on with Josh Moreau to prepare for this deep-dive review. What are the most important things for us to highlight? He then referred to the Excel page on the screen (*a general overview of the original budget approved last June*). There are always changes between June and our 1st billing cycle in October, and there will be changes again through the end of the year. There are multiple billing cycles in each year. This is a really helpful template to view this budget on a month-to-month basis. These are the highlights:

- **STUDENT ENROLLMENT:** Original budget for 235 students; revised budget for 253.275 students; variance 18.275 is accurate up until October 2024. The current pupil invoice count will bring it up to 262. That will cause additional pupil revenue to increase.
- **SPECIAL ED. REVENUE:** Our Special Ed. revenue is down a little since we are serving more General Ed. students this year, as we had projected. As we work through more students' IEPs and get them corrected or aligned, we will see further increases in revenue from special education funding as the year goes on. With this additional revenue, we have to make a choice of where to allocate the funds: into budget lines or does let it stay in operational surplus? This year in response to conversations we've had about thoughtful, responsive budgeting and to drive forward towards our goal of a longer-term renewal, we decided to reallocate this additional funding immediately into academic and instructional budgetary lines. M. Harmon-Vaught commented that rather than simply accrue additional dollars into our large reserves, this is how we make sure we're leveraging our budget dollars to actually meet our students' needs. This is an example of doing that in response to our original conservative budgeting and numbers above our projections. T. Castanza added that as we continue now into the late winter, and into the spring there will be questions regarding what we can afford to do. As things change and we generate and move

the numbers around the budget, this tool will show us the impact of certain financial decisions we make or may want to make.

- **REVENUE BREAKDOWN:** Specifically where student revenue comes from and how it's broken out in the past; what funding comes from NY State, what funding comes from the Federal government, Title I, Title IIA, Title IV, Special Ed. funding, IDEA, DoE, fundraising, etc. Our school does not rely heavily on Federal funds because most of our funding is from per-pupil NY State revenue.
- **DIRECT EDUCATIONAL:** We added \$50,000 in curriculum and materials as a look ahead for the springtime when we do a lot of purchasing of new materials for the upcoming school year. We anticipate bringing in a new ELA curriculum in the Spring, which will be discussed with the *Academic Committee*. We also added some additional funding in supplies based on a recommendation from Josh Moreau, although we have sufficient supplies and we give teachers a lot of supplies for their classrooms. Last year we spent \$105,000 in supplies. So we put some of the money into the supply line in the event that we do need it there. We added an additional \$15,000 for professional development because we took on a new partnership with the *Reading League* to offer professional development sessions for our teachers in the spring. Also included some extra wiggle room in case the Academic Team wants to offer more professional development. We added some funding into staff recruitment, to cover the search firm contract. And as we go into the spring we will be discussing our priorities around staffing and staff recruitment, which is something that our Leadership Team has been talking about. We did add some money into staff appreciation as part of our culture-building. There isn't much change in professional services because these represent contracts and contractual agreements. Insurance increased a little due to one policy going up in price. Funds on the Board line covers payment to Board-on-Track and there's some extra funds in case the Board wants to hold a retreat or a strategy session, there's some flex in there. There are general administrative budget lines for postage, equipment, office supplies, printing and printer maintenance as well.
- **FACILITIES:** Budget lines cover furniture, staff transportation, staff meals, phone, depreciation and repairs. We budgeted \$70,000 for repairs earlier this year because we anticipated some larger projects that are now pausing because we are waiting for DoE bureaucracy. So this may be an area as we get into the spring that we don't use as much, and it will go back into operational surplus. We did use some of the repair line for painting in the building, stairway enhancement, new signage and minor repairs to some classrooms.
- **BALANCE SHEET:** This is the document that NYSED looks at to see the financial condition of the school, it is an overview of the school's assets and liabilities without the details of every expenditure. NYSED just wants to look at the bottom line regarding the fiscal condition of the school and we have always had a strong fiscal condition because we are really thoughtful when we budget. Also built into this model is what would be the cost for a facility if we had our own space or building? How much does it cost to manage and run your own facility? So we added a line for leasehold improvements or lease-holding as a way for us to have a conversation about the

actual cost, because we always ask the question. We have a lot of surplus funds, and that surplus rolls over into cash. It's significantly larger than a lot of other charter schools have, and much of that is tied to the fact that we are in DoE co-located space, which saves us a lot of money. We can discuss this further at some point in the future.

- **SALARY DETAIL & PERSONNEL SUMMARY:** This is an area where there's been some variability since June because our hiring was not complete in June. There is some variability in the salaries that we budgeted for a position versus what we ultimately hired - both up and down, also what positions we funded, and what we still have open. Because this section of the school budget contains staff/personnel names, it should not be discussed in an open public meeting.

M. Harmon-Vaught stated that the Board will need to enter into closed Executive Session to discuss this topic regarding the financial history of particular individuals as it pertains to current and historical salaries for individual named staff members.

M. Harmon-Vaught made a motion to enter into closed Executive Session to discuss the financial and employment history of particular persons, as allowed per NYS Public Officers Law, Article 7 §105 (f).

G. Kuriakose seconded the motion.

The Board of Trustees entered into closed Executive Session at 7:31 PM.

The board **VOTED** unanimously to approve the motion.

At 7:39 PM, the Board ended the closed Executive Session and entered into an open Public Session.

B. School Organization Deep Dive

M. Harmon-Vaught stated that as mentioned to the *Executive Committee* last week, we're going to begin a conversation today about school organizational structure as part of larger strategic planning conversations that we'll have over the next few meetings. We'll discuss this with committees in January and at the the January Board meeting as well. And then he and his Co-Chair, T. Frey will schedule a strategy session with the Board for February. We'll circulate and confirm timing for that. That will be a fuller opportunity for strategic planning in which is a critical part. A struggle with timing is the need to launch the search for the new instructional leader before Martin Luther King Day, to be competitive with the market. So we need to know certain things about the structure of that role before then. And we're going out of sequence a little bit but we didn't want the trustees to be out of the loop on the planning of *Executive Director* T. Castanza and his team with regard to the organizational target of the school.

T. Castanza said that we will engage NYSED as part of the process; we are still working on the specifics. This will be considered a non-material change; we will work directly with NYSED and the Charter School office since we're updating some titles and responsibilities of the organizational chart. Ultimately the Board will reach an agreement on, and then we'll collectively present it to NYSED.

- We have 2 sides on the school's Organizational Chart. We're going to focus today specifically on the instructional side because that's really what involves the search

firm. There's not much change in terms of the titles that we already have, but really a shift in the way that we're thinking about the roles of those titles. He is encouraged because we've been having conversations that led to this at multiple different team levels in the school. This is not something we've shared at the school-level yet, but it's driven by what is coming from the school level, from teachers all the way through the *Executive Leadership Team*. That is the need for real, clear understanding and structures and systems from an instructional side that reflect the school that we have and the students that attend here. (He then shared the proposed new Organizational Chart with the meeting attendees.) The 1st thing you will see is that we have a new title for the instructional leader, formerly known as the *Director of Teaching & Learning*. Moving forward that title will be the Principal.

- M. Harmon-Vaught added that this is not a new conversation. We've talked about this as a Board and the *Academic Committee* has discussed this. It is not a new idea to elevate the instructional leader to be the senior academic head of the school.
- T. Castanza continued that anyone familiar with our Organizational Chart will remember that we had the *Director of Teaching and Learning* and the *Director of Operations* who reported up to the *Executive Director*. With other titles reporting under those positions. We will now streamline the teams reporting directly to the **PRINCIPAL**.

The *Principal's School-Based Leadership Team* will consist of:

1. **TEACHERS** (*will report directly to the Principal*)
2. **SCHOOL OPERATIONS MANAGER** (*focused on the work of the school on the everyday basis from an operations side; works with DoE agencies, transportation, school food, custodial staff, facilities and school safety; the Family Coordinator, Operations Assistants and School Aides will report directly to this Manager*) There's an additional layer of operations that happens at the district and organizational level that's separate.
3. **DEAN OF STUDENT SUPPORT & SERVICES** (*focused on and responsive to the students that we have who need additional special ed. support or counseling; the Special Ed. Coordinator, Social Workers, SETSS Teacher and External Providers i.e., Speech and Language OT/PT and Paraprofessionals will report directly to this Dean*)
4. **DEAN OF SPECIALIZED INSTRUCTION** (*focused on supporting teachers and improving instruction and pedagogy in classrooms; the Instructional Coaches, Speech Language Pathologist, Literacy Interventionist and ENL Teacher will report directly to this Dean*)

The **PRINCIPAL** will report to the **EXECUTIVE DIRECTOR/HEAD OF SCHOOL** who will report to the **BOARD OF TRUSTEES**. We hope that this new streamlined operational plan will really improve teacher practice and student academic outcomes. The search firm will be looking for someone to fill the position of Principal and will need to know the organizational structure of the school.

A question & answer session followed with T. Castanza and board members regarding the positions, roles and responsibilities of the titles in the Organizational Chart.

III. Other Business

A. Executive Director Update

T. Castanza gave the following *Executive Director* update:

- We have a lot of exciting new partnership opportunities that have come our way. The *Atlas Foundation* will be here on Monday. Teddy Atlas himself is coming dressed as Santa. We are thankful to our new music teacher, Mrs. Bruschi and Ms. Illuzzi and her team for doing the work in continuing to grow our partnerships.
- We're approaching the end of the calendar year and we're getting holiday joy in the building. But come January, academically we are picking up our Acadience assessments for a report to the Board.
- Looking ahead to the NYS assessments in the spring.
- Sending teachers to training for nonviolent responses/intervention to crisis. Our *Social Work Team* has already been trained and now we're sending 1 teacher from each grade level to the training.
- Mock testing was not held this week because our partner, *Rally! Education* was not ready. We moved the ELA mock test to next week and the Math mock test when we get back in January. We're not solely relying on mock testing data for student eligibility for *Saturday Academy* scheduled for January 11th. We're looking at last year's NYS testing data and grouping students based on their performance.
- Regarding school on December 23rd, although DoE is not holding classes on that date, we will have a half-day of school with busing and lunch scheduled for students that do come in. We anticipate a lower attendance that day.
- Admissions applications are being launched and going live on Tuesday; it's a more aggressive timeline than we've had in the past, but it's a practice we've been striving towards; charter schools usually open their applications sometime in November or December. We made edits to the application, and we just secured a new partnership with an organization that's going to do translations of physical documents for recruitment in 4 different languages: Spanish, Mandarin Chinese, Russian, and Arabic. We locked in the translations, and all of our materials will be translated into those 4 languages. We will have less available seats than we've had in the past, because our graduating class is a little bit smaller. We will target Kindergarten and 1st grade heavily this year. We already engaged with some early childhood centers and Pre-K centers about doing presentations for their family associations as a way for us to do some outreach. We already have about 20 applications for next year. Our actual application for new seats will go live on the 17th of December, and then we'll share with the Board the admissions events that we're planning both in-person here in the school building and virtually online. We placed our school recruitment banner in the Staten Island Mall under a renewed contract with the Mall. In our 1st year we had a fantastic banner at the ferry terminal, it was expensive, and at that

time, Staten Island tourism gave us their banner. We've been looking at bus stop ads and found that ads on the sides of MTA buses are not very expensive. This is something we might go for if we are recruiting for a new grade. We have ads for our school on Facebook due to our partnership with SchoolMint.

B. Update from the Family Association

D. Medina gave the following *Family Association* update:

- We had our 5th Holiday Fair on December 3rd and it was a really wonderful great day. Many parents attended and we had some really good vendors. We're getting ready for the holidays now with holiday parties in the classrooms and teacher gift collections.
- We're planning something next week for our staff, still working on the details for that.
- We give out stuffed animals to all the students, donated from PetSmart. We've been doing it for the last 5 years but there is so much going on this year, not sure we would do it again, but PetSmart contacted us and we're going to give out the stuffed animal toys again. They're really cute. We use them for the Santa Parade, and we always get extra for the school, so we're getting them again.
- Our snowflake decorations went up with all the class pictures attached.

C. Public Comment

IV. Closing Items

A. Review of Action Items & Next Steps

M. Harmon-Vaught stated that we have some follow-ups on:

- Clarifications on budget items we discussed tonight
- A follow up for the *Academic Committee* regarding discipline in schools. We'll continue this conversation with a report from the *Academic Committee*, and then move forward with that.
- Our January meeting open topic is a Midyear Check-in; just a general progress report.
- Finalize the upcoming strategy session and confirm a strategized plan.

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:08 PM.

Respectfully Submitted,
K. Baldassano

Coversheet

SI Media Contract

Section:	II. Vote on SI Media Contract
Item:	A. SI Media Contract
Purpose:	Vote
Submitted by:	
Related Material:	A Contract from Advance Local_encrypted_.pdf



Agreement

Contract Number: 00623916

Agreement is hereby made between ADVANCE LOCAL Media LLC d/b/a Staten Island Media Group, hereinafter "Media Company," and the undersigned, hereinafter "Client" and "Agency" (if applicable).

Client Information			
Client ID:	239387	Contact:	Tim Castanza
Client:	Bridge Preparatory Charter School	Email:	tim@bridgeprepcharter.org
Address:	715 Ocean Ter Bldg A Staten Island, New York 10301	Phone:	6463314561

Agency Information			
Agency ID:		Contact:	
Agency:		Email:	
Address:		Phone:	

Contract Details			
Contract Starts:	1/9/2025	Revenue Commitment:	\$45,000.00
Contracts Ends:	1/8/2026		
Contract Term:	12		

Additional Terms	
Media Plan as presented leveraging \$3,000 monthly SEO plan and seasonality focused on admissions in Q1.	

Tim Castanza

Client

Client's Signature

Advance Local

Advance Local Media, LLC Authorized Signatory

ADVERTISING TERMS AND CONDITIONS

The following advertising terms and conditions ("Terms") govern all entities that place advertising ("Client") either directly or through an agent ("Agency"), in print publications ("Newspaper"), websites and mobile sites (collectively, "Websites"), email campaigns ("Email(s)"), digital newspaper publications ("Digital Editions"), any other applications (collectively, together with Digital Editions, the "Apps"), and any other services published and/or owned, licensed or operated by or on behalf of Advance Local Media LLC ("Media Company") (collectively, together with Newspapers, Digital Editions, Websites, Emails, and Apps, the "Media Company Service"), and through Media Company on any third party Websites, Apps and/or any other services (including, but not limited to, Facebook, YouTube, Pinterest, etc.) (collectively, the "Third Party Services"). The Media Company Service together with the Third Party Services shall be collectively referred to herein as the "Service"). The placement of advertising on any Service constitutes Client's (and, if applicable, Agency's) agreement to these Terms and, to the extent ads are placed on any Third Party Services, such placement also constitutes Client's (and, if applicable, Agency's) agreement to such Third Party Services' then-applicable terms and conditions. These Terms may be modified from time to time by Media Company, and the terms and conditions of any Third Party Services may be modified from time to time by such Third Party Service; additional placement of advertising will constitute Client's (and, if applicable, Agency's) agreement to any such modifications. Media Company and Client or Agency may enter into separate written insertion orders or contracts for the purchase of advertising and/or related advertising services offered by Media Company (collectively, an "IO"), and such IOs shall be subject to these Terms.

1. Orders for all advertising units in the Service and/or otherwise are non-cancellable. In the event that (a) Client uses or pays for less advertising than that specified herein or the Client or Agency otherwise breaches any provision of these Terms or any IO, or (b) if at any time Media Company in its reasonable judgment determines that Client is not likely to have published the total amount of advertising specified herein during the term of the applicable IO, Advertiser and Agency will be charged ten percent (10%) of the remaining advertising commitment ("short-rate"). In such event, Client and Agency must reimburse Media Company for the short-rate within ten (10) days of Media Company's invoice therefor and Client will thereafter pay for advertising at the open rate or at the newly-determined rate(s) (as applicable).

2. Client and Agency shall pay for any advertising and/or service offered by Media Company at the rates set forth in Media Company's rate card applicable at the time of the publication of the advertising or provision of the service, unless otherwise mutually agreed upon in writing by Media Company and Client or Agency in an applicable IO. Volume discounts and Agency discounts are net rates. No other discounts apply.

3. Payment for advertising shall be made in accordance with the credit terms granted Client as shown on invoice. Payment for advertising shall be made on or before the 30th day of the month following that in which advertising is published. All advertising production fees (if any) shall be billed and are immediately due in full within the first month of the ad campaign. Failure of Client and its Agency, if there is one, to comply with this requirement shall, at the option of Media Company, be considered a breach of the applicable IO and these Terms. If payment is made by Agency, allowable commissions may be deducted. If any bill is not paid by its due date, commissions shall be deemed not earned and the gross amount of the bill shall be paid in full. Media Company may, at its option, require cash with order or otherwise change the payment terms at any time.

4. The advertising and/or services subject to these Terms are not subject to rebates.

5. Client and Agency, if there be one, each agrees to be jointly and severally liable for the payment of all bills and charges incurred. Client authorizes Media Company, at its election, to tender any bill to Agency, and such tender shall constitute notice to Client of the bill and shall in no way impair the joint and several liability of Client and Agency. Payment by Client to Agency shall not discharge Client's liability to Media Company. The rights of Media Company shall in no way be affected by any dispute or claim as between Client and Agency. Client confirms that it has appointed Agency, if one is specified, to be its authorized representative with respect to all matters relating to advertising placed on Client's behalf with the understanding that Agency may be paid a commission. Agency, if one is specified, warrants that it has been appointed by Client as its agency with respect to all matters relating to advertising placed and/or services purchased on Client's behalf hereunder.

6. Client and its Agency, if there be one, represent and warrant that: (i) it does and shall comply with applicable federal, state, and local laws, rules and regulations, including, to the extent applicable, U.S. state data privacy laws (together "Applicable Laws"); (ii) Client's websites, mobile sites, applications, landing pages, and/or similar services that are associated with advertising purchased hereunder and/or created by Media Company on behalf of Client hereunder, contain all disclosures required by Applicable Laws, including, but not limited to, all consents necessary for the collection of data thereon, and a conspicuous link to a clear, accurate, and up-to-date Privacy Policy that: (a) discloses (1) the usage of third party technology; (2) the participation of third party service providers; and (3) the data collection and usage by such service providers and from such third party technology; and (b) complies with all Applicable Laws; (iii) it will not merge information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a natural person, device, or household ("Personal Information") collected, obtained, or derived, from the Services with non-Personal Information without providing the end-user robust notice of that merger and obtaining the end-user's opt-in consent; (iv) if providing Personal Information to Media Company, it has all rights and permissions necessary for Media Company to use and disclose such Personal Information for the purposes contemplated by the parties, and these Terms; (v) it will not send any Personal Information to Media Company if such transfer would violate the rights of any third party or otherwise be contrary to Applicable Laws; (vi) as reasonably requested, it will provide cooperation and assistance to Media Company in relation to regulatory inquiries and third party rights requests; (vii) there is nothing in any advertisement or other material (including, but not limited to, software, product samples, third-party material and/or any inputs and outputs of machine learning or artificial intelligence included therein) provided by Client or Agency and/or created by Media Company on behalf of Client or Agency, or in any material to which the advertisement or other material links or refers, that violates any personal or proprietary right of any third party (including, but not limited to, copyright, trademark, patent, service mark, misappropriation, unfair competition, trade secret, privacy publicity rights, etc.), constitutes false advertising, or violates any Applicable Laws; (viii) none of the advertisements or other materials provided to Media Company for display on the Service cause the download or delivery of any software application, executable code, any virus or malicious or social engineering (e.g., phishing) code or features; and (ix) it will not conduct or undertake, or authorize any third party to conduct or undertake, any unlawful or improper actions in connection with the Service, including, but not limited to, generating automated, fraudulent or otherwise invalid clicks or impressions on the Service.

7. As part of the consideration to induce Media Company to publish, distribute, display, perform or transmit (collectively referred to herein as "Publish" or "Published" or "Publishing") such advertisement, Client and its Agency, if there be one, each agrees to jointly and severally defend, indemnify and hold harmless Media Company, its affiliates, employees, and representatives against all liability, loss, damage and expense of any nature, including but not limited to reasonable attorneys' fees, arising out of (a) the Publishing of any advertisement submitted by or on behalf of the Client (including, but not limited to, any advertising content containing third party material and/or any inputs and outputs of machine learning or artificial intelligence) regardless of whether Media Company participated in the creation of such advertisement, or the linkage of any advertisement to any other material, or the loss, theft, use, or misuse of any credit or debit card or other payment, financial, or Personal Information; (b) any violation of the CAN-SPAM Act, the TCPA Act, or other Applicable Laws relating to Client's advertisements, including, but not limited to, commercial messages e-mailed on Client's behalf by Media Company; (c) the loss, theft, use, or misuse of any credit/debit card or other payment, financial or Personal Information; (d) the products and/or services promoted, sold, presented and/or contained in Client's advertisements (including, but not limited to, product samples); (e) audience segments used for audience targeting in connection with Client's advertisements; (f) a breach or alleged breach of its covenants, warranties, representations, and obligations under these Terms and/or any applicable IO; and/or (g) any other material, content, software and/or technology provided by or on behalf of Client or Agency to Media Company hereunder.

8. Client shall have the right to revoke its agency at any time effective upon receipt by Media Company of notice in writing; in such event, Media Company may, at its option, terminate any applicable IO or advertising campaigns. If Client shall designate another agent Media Company may, at its option, recognize such agent upon receipt of an agreement by said agent to be bound by these Terms and to become liable for the payment of all bills due and to become due under the applicable IO.

ADVERTISING TERMS AND CONDITIONS *continued*

9. Media Company reserves the right, at its absolute discretion and at any time, to cancel any advertising or reject any advertising copy, whether or not the same has already been acknowledged and/or previously Published, including but not limited to for reasons relating to the contents of the advertisement or any technology associated with the advertisement. In the event of such cancellation or rejection by Media Company, advertising already run shall be paid for at the rate that would apply if the entire order were Published and no short rate will apply. The rejection of copy by the Media Company shall require Client and/or Agency to supply new copy acceptable to the Media Company. Advertisements that simulate or resemble, or otherwise might not be distinct from, editorial content must be clearly and conspicuously labeled "ADVERTISEMENT" or any other label as determined by Media Company, and Media Company may, in its sole discretion, so label such material and/or otherwise distinguish the style and/or presentation of such material. Such advertisements must appear in a different typeface than that used for Media Company's editorial material.

10. Media Company, at its option, may terminate the applicable IO for the breach of any provision of these Terms or any applicable IO, it being specifically understood without limitation that failure on the part of either Client or Agency to pay each bill on or before its due date shall constitute a breach. Should Media Company terminate the IO, all charges incurred together with short-rate charges shall be immediately due and payable. Furthermore, in the event Client or Agency breaches the applicable IO, Media Company may decide to exercise its right to (a) cancel its recognition of Agency, thereby causing Agency to lose claim to commission for any future advertising placed with Media Company on behalf of Client or any other client, and/or (b) refuse to Publish any or all of Client's advertising. In addition, Media Company has the right to terminate the applicable IO (on behalf of any or all Websites and/or Newspapers set forth above) at any time without cause upon thirty (30) days prior written notice to Client. In the event an IO is terminated without cause by Media Company on behalf of only one Service, the IO will continue with respect to the non-terminating Service, if any.

11. Any bill tendered by Media Company shall be conclusive as to the correctness of the item or items therein set forth and shall constitute an account stated unless written objection is made thereto within ten days from the rendering thereof. In addition, unless otherwise agreed by Media Company in writing, all impressions and/or other measurements of ads hereunder shall be solely based on Media Company's calculations.

12. The IO and these Terms may not be assigned by Client or Agency without the prior written consent of Media Company, and any assignment without such consent shall be null and void. Client or Agency may not use any space for the advertisement either directly or indirectly of any business organization, enterprise, product, or service other than that for which the advertising space is provided by Media Company, nor may Client or Agency authorize any others to use any advertising space.

13. Orders containing terms, rates or conditions or specifying positions, facings, editorial adjacencies or other requirements may be accepted but such terms, rates, conditions or specifications are not binding unless Media Company has specifically agreed to them in writing.

14. In the event of a suspension of publication of the Service due to computer, software, or network malfunction, congestion, repair, Internet outages, strike, accidents, fire, flood, storms, terrorist attacks, acts of war, pandemic, epidemic, or risk of disease, or any other cause or contingencies beyond the control of Media Company, it is understood and agreed that such suspension shall not invalidate the applicable IO or these Terms, but a) will give Media Company the option to cancel the applicable IO, or if Media Company does not do so, b) upon resumption of publication the applicable IO shall be continued and no liability for damages shall be incurred by the Media Company by reason of such suspension.

15. Interest will accrue at a rate of one and one-half percent (1.5%) per month (or such other maximum amount as is permissible by law) on all past due balances. If it becomes necessary to place with an attorney for collection any claim for funds due under the terms of an IO, then Client and Agency agree to pay to Media Company the reasonable attorneys' fees arising from such collection.

16. If at any time Media Company revises its advertising rates, Client and Agency agree to be bound by such rates provided Media Company gives at least thirty (30) days notice of such increase. However, in such event Client may elect not to place any further advertisements after the effective date of the increase, and if no space is used after the effective date of the increase, no short rate will be charged on space

used prior to such increase.

17. Media Company does not guarantee any given level of circulation or readership. All impressions and/or other measurements of advertisements for the Service shall be based solely on Media Company's calculations for the Service. To the extent Media Company fails to provide Client/Agency with any guaranteed impressions on the Service (and such guaranteed impressions were expressly agreed to by Media Company in writing), Media Company will provide as a sole remedy a makegood, by extending the order beyond the contracted advertising flight period until the remainder of the guaranteed impressions are delivered. For clarity, Clients/Agencies that request a special billing schedule or an upfront bill will not receive refunds/adjustments in the case of under delivery of guaranteed impressions (if applicable). In addition, Media Company disclaims all warranties and guarantees with respect to the Third Party Services and its Websites, Apps and Emails, including, without limitation, warranties and/or guarantees relating to: (a) the availability, uptime and delivery of any impressions and/or advertisements on any Third Party Services and/or on any of Media Company's Websites, Apps and/or Emails; (b) the quantity, quality or frequency of clicks or click-through rates of advertisements on the Third Party Services, Websites, Apps and/or Emails; (c) the viewability of any advertisements on the Third Party Services, Websites, Apps and/or Emails; and (d) the prevention of end users' use or engagement of ad blocking technology on the Third Party Services, Websites, Apps and/or Emails.

18. Media Company's sole liability (and Client's and Agent's sole remedy) for errors and/or omissions by Media Company in published advertisements (including, but not limited to, failure to publish an advertisement) shall be to provide Client a credit for the actual space of the error or omission (in no event shall such credit exceed the total amount paid to Media Company for the applicable advertisement), and Media Company shall have no liability unless the error or omission is brought to Media Company's attention no later than 5 working days after the advertisement is first Published. However, if a copy of the advertisement was provided to or reviewed by Client, Media Company shall have no liability. IN NO EVENT SHALL MEDIA COMPANY BE LIABLE TO CLIENT, AGENCY OR ANY OTHER PARTIES FOR ANY ADVERTISING CREATIVE OR PRINTING COSTS, ADMINISTRATIVE COSTS, CONSEQUENTIAL DAMAGES AND/OR ANY FURTHER DAMAGES OF ANY KIND ARISING FROM THESE TERMS OR ANY IO OR ANY BREACH THEREOF, INCLUDING BUT NOT LIMITED TO INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND THE LIKE.

19. Failure by Media Company to enforce any provision of these Terms or an IO shall not be considered a waiver of such provision. Unless inconsistent with these Terms, all orders are also subject to the terms of Media Company's applicable rate card. Client and Agency acknowledge receipt of a copy of said rate card.

20. Client and Agency recognize that the copyright in any advertisements created by Media Company is owned by Media Company. Unless otherwise mutually agreed upon by the parties in writing, Media Company shall also own all rights, title and interest in all websites, landing pages and/or other products created by Media Company for Client/Agency hereunder. Client and/or Agency shall not use any advertisements, landing pages, websites or other products created by Media Company hereunder for any other purpose, including but not limited to, in any other publication, website and/or on any other platform without Media Company's prior written approval in each instance. As to all other advertisements, Client and Agency grant Media Company the non-exclusive right, for the full term of copyright, by itself or through third parties, to republish, retransmit, re-perform, redistribute or otherwise re-use any advertisements submitted hereunder in any form in which the advertisements may be Published or used (in any media now in existence or hereafter developed) in whole or in any part, whether or not combined with material of others. The Client/Agency acknowledges and agrees that any material submitted by Client/Agency may be included in an electronic database of published pages from the Media Company Service and are acceptable as proof of publication for the purpose of payment of invoices.

21. These Terms and any applicable IO will be construed in accordance with the laws of the state of New York. Any action based on or alleging a breach of these Terms or any IO must be commenced in a state or federal court in New York, New York; and the parties hereby consent to the exclusive jurisdiction of such courts.

22. Client and Agency understand that advertisements and/or other commercial messages sent on its behalf by Media Company via Email, text messages/SMS or pre-recorded voice message may be governed by federal, state and local laws, rules and regulations, including

ADVERTISING TERMS AND CONDITIONS *continued*

without limitation the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 and any acts related thereto, and including the interpretation thereof by the FTC or other governmental authorities (collectively, the "CAN-SPAM Act"), the Telephone Consumer Protection Act of 1991 and any acts related thereto, and including the interpretations thereof by the FCC or other governmental authorities (collectively, the "TCPA Act"), state "Do Not E-mail" registries and state laws, rules and regulations concerning text messages/SMS and pre-recorded voice messages. Client and Agency agree to comply with all such applicable laws, rules and regulations. Without limiting the generality of the foregoing, Client and Agency shall fulfill all obligations of a "Sender" as defined in the CAN-SPAM Act, unless Media Company agrees in writing to be designated as the "Sender", and with all obligations of a "Maker" or "Sender" of a call or text message under the TCPA Act, unless Media Company agrees in writing to be designated as the "Maker" or "Sender". In either case, Client agrees to comply with Media Company's policies intended to comply with the CAN-SPAM Act and TCPA act.

23. All data collected by Media Company, Client and/or any third party on the Service shall be exclusively owned by Media Company, and not used or disclosed by Client/Agency without Media Company's prior written approval in each instance.

24. The titles and logos of the Media Company Service are registered trademarks and/or trademarks protected under common laws. Neither the titles nor the logos may be used without the express written permission of Media Company.

25. These Terms may be incorporated in an IO between Media Company and Client or Agency, or otherwise executed by Client/Agency by manual, facsimile or scanned PDF signatures (or by clicking "accept" or similar terminology online), and in any number of counterparts, each of which will be deemed an original

and all which together will constitute one and the same instrument.

26. MEDIA COMPANY DISCLAIMS ALL WARRANTIES AND/OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES FOR NONINFRINGEMENT, ACCURACY, AVAILABILITY, UPTIME, MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE HEREUNDER IN CONNECTION WITH THE DISPLAY, PERFORMANCE AND TRANSMISSION OF ADVERTISEMENTS ON THE MEDIA COMPANY SERVICES AND IN CONNECTION WITH THE CREATION OF WEBSITES, LANDING PAGES, APPS AND/OR SIMILAR PRODUCTS OR PLATFORMS FOR CLIENT/AGENCY HEREUNDER. Client and Agency acknowledge that third parties other than Media Company may generate automated, fraudulent or otherwise invalid/improper impressions, conversions, inquiries, clicks or other actions on Client's advertisements displayed on the Media Company Service. As between Client and Media Company, Client accepts the risk of any such improper actions. Client's exclusive remedy for such suspected improper actions is for Client to request a refund relating to its impacted advertisements in the form of advertising credits on the applicable Media Company Service within thirty (30) days from the end of the calendar month in which such advertisement is initially displayed on the applicable Media Company Service. Any advertising credit refunds in connection with the Client's aforementioned requests are within the sole discretion of Media Company.

27. To the extent Client and/or Agency provides any data, names, postal addresses, email addresses, telephone numbers or other Personal Information to Media Company for any purpose, Client and/or Agency represents and warrants that it has all rights, consents and permission necessary to transfer such data, and for Media Company to use such data, for the purposes contemplated by the parties.

Client Initials Date: _