



TERMS & CONDITIONS FOR ADVERTISER SUPPLIED PRINT & DIGITAL ADVERTISING

The terms and conditions set forth below shall govern the placement of any advertising content (“Ad”) provided by you (“Advertiser”) to be fulfilled by ALM Media, LLC (“ALM”) and its affiliated companies in either print or digital formats on the ALM Properties (as defined below). Placement of Ads shall be made in accordance with a fully executed insertion order, work order, or other document agreed to by both ALM and Advertiser (“Work Order”). Except as otherwise expressly stated herein, these terms only apply to content as provided to ALM by Advertiser and are not intended to cover custom content created in whole or in part by ALM.

These general terms and conditions and the Work Order, shall be referred to collectively as the “Agreement.”

The terms and conditions set forth in this Agreement shall govern any placement of Ad materials in any digital or print publication or platform owned and operated by ALM (collectively, the “ALM Properties”).

PART A: GENERAL TERMS AND CONDITIONS

1. **APPLICATION.** The terms and conditions set forth in this Part A shall apply to all Ad placements, as described in all subsequent Parts to this Agreement.
2. **AGENCY.** This Agreement is intended to govern both a direct relationship between ALM and Advertiser as well as a relationship between ALM and an advertising agency listed on an applicable Work Order (“Agency”), representing the Advertiser, in which case references to “Advertiser” herein shall mean both the Advertiser and Agency. Unless Advertiser gives ALM written direction limiting the authority of Agency, any communication that ALM may receive from Agency will be deemed to be given on behalf of, and binding on, Advertiser, and any communication given by ALM to Agency will be deemed to have been given to, and will be binding on Advertiser who has designated the undersigned Agency to act on its behalf. In consideration of the mutual promises of each party to the other, Advertiser shall require of ALM and ALM shall be entitled during the term hereof, to do or arrange for such services for Advertiser.
3. **WORK ORDERS.** No Ad will be published unless a signed Work Order setting out the Ad terms, including, without limitation, start and end dates is received by ALM.
4. **RATE SCHEDULE.** Applicable advertising rates are set forth in the applicable Work Order. ALM reserves the right to adjust its advertising rates at any time upon written notice to Advertiser, *provided* such adjusted rates shall apply only apply to future, not existing, Ad placements. The Advertiser may cancel the Work Order without charge upon receipt of notice of the new rates by providing written notice to ALM. If Advertiser fails to cancel a Work Order within thirty (30) days of notice of a rate change, the Work Order shall remain in full force and effect up to its expiration date set forth in the Work Order at the increased rate.
5. **RIGHT OF REJECTION.** In addition to and without limitation of ALM’s rejection rights set forth herein, ALM reserves the right to edit, revise, reject or remove any Ad that does not comply with its guidelines, is objectionable for any reason, or which, in ALM’s sole and reasonable judgment, does not comply with any applicable law, regulation, or other judicial or administrative order. ALM may also edit an Ad to distinguish it from editorial content. In addition, ALM reserves the right to reject or remove from the ALM Properties any Ad which may bring disparagement, ridicule, or scorn upon ALM or any of its affiliates. ALM further reserves the right to reject any Ad that is tendered by an advertiser whose account is delinquent.
6. **NON-TRANSFER.** The placement contracted for under the Work Order is for the exclusive use and benefit of the Advertiser. It may not be used by or transferred to another advertiser, in whole or in part.
7. **ADVERTISER PROPERTY.** Unless otherwise agreed in writing by the parties, ALM will not return any Advertiser property (e.g. artwork, photographs, video and any other files, in any format whatsoever) delivered to ALM in connection with this Agreement. ALM assumes no responsibility for such Advertiser property and shall not be responsible for any loss or damage in delivery. ALM further reserves the right to destroy all such Advertiser property which has been in its custody for three (3) months.
8. **ERRORS AND OMISSION OF AD.** Any publication errors or errors of omission shall not be considered a breach of a Work Order or this Agreement. Advertiser agrees to promptly notify ALM upon becoming aware of any errors for correction by the applicable deadlines set forth in the Work Order. ALM will not, in any event, be responsible for any errors, omissions or failure to execute an Ad. Advertiser’s sole remedy for failure to execute an Ad in accordance with the Work Order or for



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an error in any Ad that has been executed shall be limited to a makegood order of equal or lesser value in the same ALM Property as soon as commercially practicable.

9. TAXES. Advertiser shall be responsible for all taxes (other than ALM's income taxes) imposed as a result of any advertising published under the Work Order.

10. APPLICABLE INDUSTRY LAWS, RULES AND REGULATIONS. Advertiser assumes all responsibility for compliance with applicable industry laws, rules and regulations in the relevant jurisdiction(s), including without limitation, any attorney advertising rules or regulations. ALM is not responsible for any violation of any such rules or regulations, or filing of any Ad with any bar association or other entity, or any associated fees. ALM will not hold materials' deadlines pending advertiser's submission of copy to any such entity and any failure to timely deliver advertising materials by applicable deadlines set forth in a Work Order may be subject to penalty.

11. TERMS OF PAYMENT. All invoices are payable to "ALM Media, LLC." ALM payment terms are net thirty (30) days from invoice date. If Advertiser requests extended payment terms beyond 30 days, Advertiser must complete a credit application and the request and final extension is subject to credit review/approval by ALM. Advertiser waives any dispute regarding any item shown on the invoice unless made in writing within thirty (30) days from the invoice date. ALM reserves the right to terminate this Agreement if Advertiser is more than ninety (90) days delinquent in the payment of any undisputed amounts owed to ALM, provided that ALM provides Advertiser with at least 30 day's written notice (email to suffice) of any such delinquency. Advertiser agrees that ALM shall have the right to charge Advertiser, on any amounts that are not paid when due, interest at the maximum rate permitted by law from the date such amounts are due until the date of payment, and costs of collection, including attorneys' fees. The ability to collect interest and costs shall not affect ALM's right to terminate this Agreement or any Work Order or suspend performance under this Agreement for non-payment. ALM does not accept sequential liability.

12. NO EXCLUSIVITY. Advertiser expressly acknowledges that ALM may represent other advertisers and/or agencies and may secure the placement and exhibition of advertising, in a similar

capacity to that contemplated hereunder, and nothing contained herein shall be construed to limit ALM's right to do so.

13. MUTUAL REPRESENTATIONS AND WARRANTIES. Each party represents and warrants to each other that: (i) it is an entity in good standing; and (ii) it has the necessary authority and ability to enter into and perform all of its obligations under this Agreement and will perform such obligations in a professional manner.

14. ADVERTISER'S REPRESENTATIONS AND WARRANTIES. Advertiser hereby represents and warrants that:

- a. Use of all or any portion of the Ads will not infringe on (i) any copyright or moral right; or (ii) trademark or other intellectual property right and will not violate any right of privacy or right of publicity; and (iii) all necessary model and/or property releases for use of the Ads have been obtained. Advertiser shall be responsible for payment of any amounts that may be due under, and compliance with any other terms of, any applicable collective bargaining agreement(s) (such as Screen Actors Guild in the US);
- b. No claim has been made that Advertiser does not have any necessary right to effectuate the purposes of the Agreement hereunder; and
- c. No portion of the Ad is pornographic, defamatory or otherwise unlawful and the Ad complies with any applicable regulations and/or industry codes.

15. INDEMNIFICATION. Advertiser acknowledges and agrees that all Ads are accepted and published by ALM upon the representation by the Advertiser that they are authorized to publish the entire contents and subject matter thereof in all print and electronic versions (including without limitation electronic versions of ALM's publications distributed via digital newsstand services and iPad and smart phone applications) and that any such publication by ALM will not violate any law or infringe upon any right of any party. In consideration of the publication of the Ads, the Advertiser will defend, indemnify and hold ALM and its parent, subsidiaries, commonly owned or controlled affiliates, and their respective officers, directors and employees harmless from and against any and all losses and expenses (including, without limitation, attorney's fees) (collectively, "Losses") arising out of the publication of the Ad, including without limitation those arising from third party claims, suits, judgment or proceeding



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(collectively, "Claims") for infringement of applicable laws, rules or regulations, defamation, copyright or trademark infringement, misappropriation, violation of the Lanham Act or rights of privacy or publicity, or from any and all claims not now known or hereafter devised or created (collectively, "Claims"). In the event ALM has agreed to provide contest or sweepstakes management services, advertorials or custom advertisements, email design or distribution or other promotional services in connection with an advertising commitment by Advertiser, all such services are performed upon the warranty that the Advertiser will indemnify, defend and hold ALM harmless from and against any and all Losses arising out of the publication, use or distribution of any materials, products (including without limitation, prizes) or services provided by or on behalf of the Advertiser, its agents and employees, including without limitation those arising from any Claims.

16. AGENT'S LIABILITY. If this Agreement is entered into between ALM and Agency, then: (a) Agency represents and warrants that it has the authority as Advertiser's agent to bind Advertiser to this Agreement and each Work Order, and that all of Agency's actions or inactions related to this Agreement and each Work Order will be within the scope of such agency; (b) Agency will defend, indemnify, and hold ALM and its parent, subsidiaries, commonly owned or controlled affiliates, and their respective officers, directors and employees harmless from Losses resulting from Agency's alleged breach of the foregoing sentence; and (c) all payment obligations under Work Orders and the indemnification obligations set forth in Section 15 (Indemnification) shall be the joint and several liability of Advertiser and Agency.

17. LIMITATION OF LIABILITY. Advertiser agrees that ALM shall not be liable for (i) any delays in the delivery and/or non-delivery of any Ad placement; (ii) anything affecting the production of an Ad's placement in the event of an act of God, action by any government entity, network difficulties, electronic malfunction or any condition beyond the control of ALM; (iii) consequential damages of any nature whatsoever; and/or (iv) errors or omissions in the Ad as it is exhibited to the public.

18. REMEDY AT LAW. In the event of any dispute arising out of or relating to this Agreement, Advertiser's sole remedy shall be an action for damages at law. Advertiser expressly waives any and all equitable rights they may have hereunder, including without limitation

any right to enjoin, rescind, terminate or otherwise interfere with ALM's delivery, placement and exhibition of any Advertising whatsoever.

19. RESULTS. Unless otherwise agreed by both parties, ALM makes no representations regarding the results to be achieved by a given Ad and ALM does not guarantee a specific level of results with respect to such Ad, including, without limitation, a given level of circulation, readership or interaction with an Ad.

20. GOVERNING LAW. The parties agree that this Agreement will be construed in all respects in accordance with the laws of the State of New York applicable to agreements entered into and to be wholly performed therein, and, in the event of any dispute related to the subject matter of this Agreement, the parties hereto agree to submit to the exclusive jurisdiction of the federal and state courts located in the State of New York, New York County.

21. NOTICE. Except as otherwise provided herein, all notices and approvals desired or required to be given to either party hereunder shall be in writing and shall be deemed given when delivered via (i) certified mail, return receipt requested, all charges prepaid, (ii) Federal Express, UPS One-Day Service, or other similar overnight courier service, with proof of sending, or (iii) hand delivery, with acknowledgement of receipt, transmission, in each case to the other party's address set forth in the Work Order.

22. ASSIGNMENT. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent, except that either party may assign this Agreement without consent of the other in the case of a merger, reorganization, acquisition, consolidation, or sale of all, or substantially all, of its assets. Any attempt to assign this Agreement other than as permitted herein will be null and void. Without limiting the foregoing, this Agreement will inure to the benefit of and bind the parties' respective successors and permitted assigns.

23. SEVERABILITY. If any term or provision of this Agreement is declared illegal, invalid or unenforceable, the parties intend that the remainder of this Agreement shall not be affected thereby and that, in lieu of any such stricken provision, there shall be added as a part hereof, a substitute provision as similar in substance to the illegal, invalid or unenforceable term or provision as may be possible.



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24. NO PARTNERSHIP. Nothing contained in this Agreement shall be construed to constitute a partnership or joint venture or any other fiduciary relationship. Neither party is the employee, agent, partner or joint venturer of the other, it being understood and agreed that the relationship of the parties is that of independent contractors.

25. DEFAULTS; NO WAIVER. No waiver by either party of any default hereunder shall constitute a waiver by such party of any subsequent default, whether such subsequent default is similar in nature to any previously waived default. All remedies under this Agreement or under law or otherwise shall be cumulative and not alternative.

26. FORCE MAJEURE. Other than for payment obligations, neither party's delay or failure to perform or enforce any provision of this Agreement, as result of circumstances beyond its reasonable control (including,

without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this Agreement.

27. ENTIRE AGREEMENT. This Agreement and the applicable Work Orders are intended by the parties hereto as a complete and final expression of their agreement and understanding with respect to the subject matter hereof. This Agreement may not be changed or modified, or any covenant or provision hereof waived, except by an agreement in writing, signed by the party against whom enforcement of the change, modification or waiver is sought, and not otherwise.

PART B: PRINT ADVERTISING

1. Application. In addition to the terms and conditions set forth in Part A, the terms and conditions set forth in this Part B shall only apply to print Ad placements in the ALM Properties, as specified in the Work Order. In the event of any conflict or inconsistency between the terms and conditions in Part A and this Part, the terms and conditions in this Part shall govern.

2. Positioning. Positioning of the Ad is at the discretion of ALM except where a request for a specific preferred position is acknowledged and approved by ALM in writing. Requests for specific positions are given consideration but are not guaranteed unless the position premium is added to the gross cost of the insertion. Cancellation of Work Orders forfeits the right to position protection.

3. Materials. If new Ad material is not received by the material due date, ALM may run the most recent Ad material. If ALM does not receive all necessary Ad materials prior to the Ad commencement date, ALM cannot guarantee inclusion of such materials or most recent material will be repeated.

4. Cancellation. If Advertiser cancels a Work Order: (a) after the "space close date," as set forth in the Work Order (i.e. reservation date), then Advertiser will be held responsible for 50% of the cost of the Ad space; or (b) after the "materials close" date, as set forth in the Work Order (i.e. date on which all Ad materials are due), then

Advertiser will be held responsible for 100% of the cost of the Ad. The foregoing cancellation charges shall apply to all Ad placements, including high impact units (e.g. covers, gatefolds, inserts, supplements). Notwithstanding the foregoing, Advertiser acknowledges and agrees that time is of the essence with respect to delivery of materials and if Advertiser does not deliver any required materials by applicable deadlines specified by ALM, then Advertiser shall be responsible for 100% of the total fee.

5. Rescheduling Ad Dates. Advertiser may re-schedule advertising insertion dates before the aforementioned space reservation deadline without penalty.

6. Work Order Periods. As used in a Work Order, a contract year, or twelve-month period, starts from the date of the first insertion. Twelve-month periods do not overlap. Frequency discounts apply if used within any 12-month period. Two or more advertisers are not permitted to use the same Work Order to obtain a higher frequency.

7. Short Rate. If the volume requirements of the Work Order are not fulfilled within the term of the Work Order, the Advertiser agrees to pay for Ads placed during the term according to the rate schedules applicable to such reduced amount of advertising within thirty (30) days after failure to meet volume requirements.



PART C: DIGITAL ADVERTISING

1. **Application.** In addition to the terms and conditions set forth in Part A, the terms and conditions set forth in this Part C shall only apply to digital Ad placements in the ALM Properties, as specified in the Work Order. In the event of any conflict or inconsistency between the terms and conditions in Part A and this Part, the terms and conditions in this Part shall govern.

2. **IAB Terms.** ALM adheres to the International Advertising Bureau (“IAB”), which evaluates and recommends and sets standards and practices on all aspects of interactive advertising. By signing this Agreement, you are agreeing to the standard IAB Standard Terms & Conditions for Interactive Advertising Version 3.0, which can be found at the following link: http://www.iab.com/wp-content/uploads/2015/06/IAB_4As-tsandcs-FINAL.pdf (“IAB Terms”), with the following amendments:

- a. Section XIV(d) shall reference New York as the governing law and jurisdiction.
- b. Notwithstanding anything to the contrary in the IAB Terms, if an Agency is not used as an agent for Advertiser in connection with this Agreement, then the Advertiser will be deemed both the “Agency” and “Advertiser” for purposes of the IAB Terms. For clarification, the IAB Terms shall govern both a direct relationship between ALM and Advertiser as well as a relationship between ALM and an Agency.
- c. The first and fourth paragraph in Section III(c) shall be deleted in its entirety.

- d. Section IV(a) shall be deleted in its entirety.
- e. The second sentence in Section IV(b) shall be amended by (x) replacing the words “broken out by day” with “broken out by month” and (y) removing the words “spend/cost, and other variables as may be defined in the IO (e.g., keywords)” at the end thereof.
- f. Section (VI)(a) shall be deleted in its entirety and replaced with the following: “Notification of Under-delivery. Media Company will monitor delivery of the Ads, and will use commercially reasonable efforts to notify Agency either electronically or in writing as soon as possible (and no later than 5 business days before the end of the applicable campaign, unless the length of the campaign is less than 5 business days) if Media Company believes that an under-delivery is likely. In the case of a probable or actual under-delivery, Agency and Media Company may arrange for a makegood consistent with these Terms.”
- g. Section VII shall be amended by deleting the first sentence thereof in its entirety and replacing it with “Where Agency uses a Third Party Ad Server, Media Company may bonus above the Deliverables specified on the IO without the prior written consent of Agency.”

PART D: ADVERTISER WEBCASTS & ADVERTISER-SPONSORED WEBCASTS

1. **Application.** In addition to the terms and conditions set forth in Part A, the terms and conditions set forth in this Part D shall apply to webcasts that are wholly provided by Advertiser (“Advertiser Webcasts”) or created by ALM but sponsored by Advertiser (“Sponsored Editorial Webcasts”), as specified in the Work Order. In the event of any conflict or inconsistency between the terms and conditions in Part A and this Part, the terms and conditions in this Part shall govern.

2. **Advertiser Webcasts.** Except to the extent specified otherwise in a Work Order, all aspects of Advertiser

Webcasts, including but not limited to topic, content, and panelist recruitment are developed and managed at the sole discretion of Advertiser and are the sole responsibility of Advertiser. Advertiser Webcasts are created by and remain the property of Advertiser. Advertiser grants ALM a perpetual, fully paid, royalty-free, worldwide license to use the Advertiser Webcast in any and all media.

3. **Sponsored Editorial Webcasts.** All aspects of Sponsored Editorial Webcasts, including, but not limited to, topic, content, and panelist recruitment are developed and managed at the sole discretion of



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ALM. Sponsored Editorial Webcasts are created by ALM and remain the property of ALM (unless otherwise expressly stated in the Work Order).

- 4. Cancellation Policy.** The Ads governed by this Part are non-cancellable, unless otherwise stated in a Work Order. Notwithstanding the foregoing, Advertiser acknowledges and agrees that time is of the essence with respect to delivery of materials and if Advertiser does not deliver any required materials by applicable deadlines specified by ALM, then Advertiser shall be responsible for 100% of the total fee.

- 5. Approval and Acceptance.** Upon prior written request from Advertiser, to be delivered to ALM at least four business days prior to the applicable distribution date of the Ad, ALM agrees to provide Advertiser with one opportunity to review the Ad for any errors or omissions prior to its publication. ALM agrees to accommodate all reasonable correction requests, provided that, once approved by both parties, no further changes will be made.

PART E: LEAD GENERATION

- 1. Application.** In addition to the terms and conditions set forth in Part A, the terms and conditions set forth in this Part E shall only apply to Ads placements in the ALM Properties which are intended to generate certain results, as specified in the Work Order (“Lead Gen Ads”). In the event of any conflict or inconsistency between the terms and conditions in Part A and this Part, the terms and conditions in this Part shall govern.
- 2. Results.** ALM makes no representations regarding the results to be achieved by a given Ad and ALM does not guarantee a specific level of results with respect to such Ad.
- 3. Cancellation Policy.** The Ads governed by this Part are non-cancellable, unless otherwise stated in a Work

Order. Notwithstanding the foregoing, Advertiser acknowledges and agrees that time is of the essence with respect to delivery of materials and if Advertiser does not deliver any required materials by applicable deadlines specified by ALM, then Advertiser shall be responsible for 100% of the total fee.

- 4. Approval and Acceptance.** Upon prior written request from Advertiser, to be delivered to ALM at least four business days prior to the applicable distribution date of the Ad, ALM agrees to provide Advertiser with one opportunity to review the Ad for any errors or omissions prior to its publication. ALM agrees to accommodate all reasonable correction requests, provided that, once approved by both parties, no further changes will be made.

PART F: NATIVE ADVERTISING

- 1. Application.** In addition to the terms and conditions set forth in Part A, the terms and conditions set forth in this Part F shall only apply to Ads that constitute “Native Advertising.” “Native Advertising,” as used herein, mean Ads created wholly by Advertiser, for the purpose of enabling ALM to run such Ad in a contextually and “native” context on behalf of Advertiser, within the ALM Properties. In the event of any conflict or inconsistency between the terms and conditions in Part A and this Part, the terms and conditions in this Part shall govern.
- 2. Disclosures.** ALM shall use commercially reasonable efforts to ensure that Native Advertising is clearly, conspicuously, and proximately labeled or identified to viewers as sponsored material or advertising copy

in accordance with ALM’s native advertising guidelines, however ALM but provides no representations or warranties as to the accuracy, applicability or sufficiency of the disclosures. It is Advertiser’s responsibility to notify ALM in writing if it believes ALM has failed to make any necessary disclosures and ALM shall promptly work with Advertiser to display the appropriate disclosures.

- 3. Cancellation Policy.** The Ads governed by this Part are non-cancellable, unless otherwise stated in a Work Order. Notwithstanding the foregoing, Advertiser acknowledges and agrees that time is of the essence with respect to delivery of materials and if Advertiser does not deliver any required materials by applicable



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deadlines specified by ALM, then Advertiser shall be responsible for 100% of the total fee.

distribution date of the Ad, ALM agrees to provide Advertiser with one opportunity to review the Ad for any errors or omissions prior to its publication. ALM agrees to accommodate all reasonable correction requests, provided that, once approved by both parties, no further changes will be made.

4. **Approval and Acceptance.** Upon prior written request from Advertiser, to be delivered to ALM at least four business days prior to the applicable

PART G: CO-BRANDED EMAILS

1. **Application.** In addition to the terms and conditions set forth in Part A, the terms and conditions set forth in this Part G shall apply to Ads delivered by ALM on behalf of Advertiser via email, as specified in the Work Order. In the event of any conflict or inconsistency between the terms and conditions in Part A and this Part, the terms and conditions in this Part shall govern.
2. **Opt-Out File.** Advertiser shall be responsible for providing ALM with a complete and accurate file containing all opt-out emails maintained by Advertiser. Advertiser shall defend, indemnify and hold ALM harmless from and against any and Losses arising out of the email distribution of the Ad.
3. **Cancellation Policy.** The Ads governed by this Part are non-cancellable, unless otherwise stated in a Work

Order. Notwithstanding the foregoing, Advertiser acknowledges and agrees that time is of the essence with respect to delivery of materials and if Advertiser does not deliver any required materials by applicable deadlines specified by ALM, then Advertiser shall be responsible for 100% of the total fee.

4. **Approval and Acceptance.** Upon prior written request from Advertiser, to be delivered to ALM at least four business days prior to the applicable distribution date of the Ad, ALM agrees to provide Advertiser with one opportunity to review the Ad for any errors or omissions prior to its publication. ALM agrees to accommodate all reasonable correction requests, provided that, once approved by both parties, no further changes will be made.

Last updated: January 23, 2017