



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 Global, LLC, 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.

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.
- 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
- 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



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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 an error in any Ad that has been executed shall be limited to a make good 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 Global, LLC, LLC." ALM payment terms are net thirty (30) days from invoice date. 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



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- 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 (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



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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.

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 venture 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.



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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 is a member of 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 (c) 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



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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 nan 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.”

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 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. Furthermore, if Advertiser changes the date for any Ad (including any Advertiser Webcast) less than thirty (30) days prior to the scheduled date for such Ad (or Advertiser Webcast) as set forth in the applicable Work Order, then Advertiser shall pay to ALM, in addition to the fees for such Ad (or Advertiser Webcast) as set forth in the applicable Work Order, an additional amount equal to twenty-five percent (25%) of such fees. Advertiser shall be allowed to change the date for an Ad one time without penalty as long as Advertiser notifies ALM in writing of such date change not less than eight (8) weeks prior to the scheduled date for such Ad.

- 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.



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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.

5. **Program Changes and Delays.** If the Advertiser changes the flight/campaign date past the flight date on the insertion order, the Advertiser has the ability to make one date change without penalty providing the Advertiser notifies ALM in writing in advance within 30 days of the go-live date.

If the Advertiser requests more than one flight date change due to delays in Advertiser readiness, the Advertiser shall pay ALM a fee for such delays equal to thirty (30%) of the total Lead Generation Program. ALM is not responsible for delivering the guaranteed lead number when the start of the flight is delayed due to the Advertiser.

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 apply to Ads that constitute “Native Advertising,” as well as content offered using ALM’s OnPractice Service, accessed at [onpractice.law.com]. As used herein, (i) “Native Advertising” means 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, and “OnPractice Content” means content displayed by Advertiser using ALM’s

OnPractice Service. For purposes of Part A and this Part, the defined term “Ads” include OnPractice Content. 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 and OnPractice Content is clearly, conspicuously, and proximately labeled or identified to viewers as sponsored material or (in the case of Native



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Advertising only) advertising copy in accordance with ALM's native advertising guidelines, however ALM 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 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 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.

**ALM PERMISSIONS AND REPRINTS
TERMS AND CONDITIONS**

The terms and conditions set forth below as well as additional terms specified in any Order Form (together with these terms and conditions the “**Agreement**”) shall govern the use of any ALM product (in all formats) including all information, data, materials, services and content contained therein (the “**Deliverables**”) provided by ALM Media, LLC (“**ALM**”) to you (“**you**” or “**Licensee**”). Any term used but not defined in this Agreement shall have the meaning ascribed to it in the Order Form. Except as otherwise expressly set forth herein, in the event of conflict or inconsistency between the terms of an Order Form and this License Agreement, the Order Form shall govern. An “**Order Form**” means the fully executed purchase order, invoice or other product form detailing the terms of your license to use the Deliverables, including without limitation, the price for the license of such Deliverable (“**License Fee**”).

By using the Deliverables, you signify your assent to this Agreement. If you do not agree to the terms and conditions contained in the Agreement, please do not use the Deliverables.

5. GRANT OF RIGHTS.

- a. Subject to the terms of the Agreement and in exchange for any applicable License Fee, ALM grants Licensee, solely during the Term of this Agreement, a non-exclusive, non-transferable, non-sublicenseable to access and use the Deliverables solely as expressly permitted in this License Agreement and the Order Form.
- b. Notwithstanding any terms contained in this Agreement, ALM does not

convey to Licensee any permissions, clearances, releases, or other rights related to the persons, entities, private properties, products, trademarks, or brands, or music, voice or other audio, depicted or embodied in the Deliverables. Without limitation of Licensee’s obligations under this Agreement, Licensee shall be solely responsible for determining and obtaining any necessary release(s) or permissions in connection with Licensee’s intended use of the Deliverables.

- c. All rights not expressly granted in the Agreement are reserved by ALM.

6. RESTRICTIONS. Other than as expressly permitted in this License Agreement or in an applicable Order Form (and only to the extent so specified and subject to any additional restrictions therein), you shall not distribute, reproduce, modify, store, transfer or in any other way use any of the Deliverables. Without limiting the foregoing, you may not:

- a. Systematically make print or electronic copies of the Deliverables or any portion thereof in an effort to duplicate significant portions of the Deliverables or systematically distribute any portion of the Deliverables;
- b. Distribute or use the Deliverables in a manner that is intended to avoid the purchase of licenses for any third party;
- c. Make the Deliverables available in a manner intended to allow or invite a

- third party to download, extract, redistribute or access the Deliverables;
- d. Create a database (electronic or otherwise) using all or any portion of the Deliverables; use, distribute or store any Deliverables as part of any database, file site, library, archive, or other storage and retrieval system; or install, post or distribute any part of the Deliverables on any web site, electronic network or similar service;
 - e. Use Deliverables in any manner whatsoever after the expiration or termination of the Term;
 - f. Use Deliverables (directly or in context or juxtaposition with other material or subject matter) in a manner that is, defamatory, unlawful or in violation of any applicable regulations or industry codes or third party rights;
 - g. Decompile, disassemble, or otherwise reverse-engineer an ALM product containing the Deliverables; or use the Deliverables via mechanical, programmatic, robotic, scripted, spider, manual or any other automated means;
 - h. Modify or alter in any manner whatsoever the Deliverables as delivered by ALM to Licensee; or
 - i. Remove or alter the authors' names or ALM's copyright notices or other means of identification or disclaimers as they appear in the Deliverables.
- 7. ADDITIONAL RESTRICTIONS.** Notwithstanding anything to the contrary in this Agreement or an applicable Order Form, you may not use and may not authorize any third party to use the Deliverables in any manner (including, without limitation, with respect to quantity, frequency of access, distribution or scope of distribution, systematic or deliberate nature of actions, as applicable) that

could, in ALM's good faith judgment, cause the Deliverables so used to: (i) be a source of or substitute for the Deliverables; (ii) affect ALM's ability to realize revenue in connection with the Deliverables; (iii) compete with the business of ALM or its affiliates; or (iv) negatively affect network or servers of ALM or its affiliates, including without limitation the speed of delivery of Deliverables.

8. TERM. The term of this Agreement shall commence upon the Start Date set forth on any applicable Order Form and shall continue (unless sooner terminated hereunder), until the End Date specified on the applicable Order Form (including any renewal periods, collectively, the "**Term**").

9. DELIVERY. In exchange for any applicable License Fee and subject to the terms and conditions of this Agreement, ALM shall make the Deliverables available, to Licensee and its Authorized Users by the method of delivery specified on the Order Form.

10. CREDIT AND INTELLECTUAL PROPERTY

a. **Credit.** All Deliverables must be accompanied by a statement of attribution in the following form, unless otherwise provided by ALM in writing: "This material is reprinted with permission from [INSERT ALM PRODUCT OR PROPERTY] © [YEAR] ALM Media Properties, LLC. All rights reserved."

b. **Copyright.** No ownership or copyright in any Deliverables shall pass to Licensee by the issuance of

the license contained in this Agreement. Except as expressly stated in this Agreement, ALM grants Licensee no right or license, express or implied, to the Deliverables.

- c. **Trademarks.** In connection with the use of “ALM” or any other of ALM’s trade names, trademarks, logos or service marks provided hereunder, including the names of all Deliverables collections (“Marks”), Licensee acknowledges and agrees that (i) such Marks are and shall remain the sole property of ALM; (ii) except as expressly required in order to satisfy any applicable credit obligations under this Agreement, nothing in this Agreement shall confer upon Licensee any right of use in or to the Marks; and (iii) Licensee shall not now or in the future contest the validity of the Marks.
- d. **Notice of Violations.** Licensee will immediately notify ALM if Licensee becomes aware or suspects that any third party that has gained access to the Deliverables through Licensee, is wrongfully using the Deliverables, in whole or in part, or is violating any of ALM’s intellectual property rights, including, but not limited to, Marks and copyrights.

11. REPRESENTATIONS & WARRANTIES; INDEMNIFICATION; LIMITATION OF LIABILITY

- a. ALM represents and warrants that (i) it has the right and authority to enter into this Agreement and (ii) the content contained in the Deliverables, as provided by ALM hereunder, does not infringe on any third party copyrights. ALM shall have no obligation for any Claims that arise out of or are a result of:
 - (a) Licensee’s modification of the

Deliverables; (b) the context in which Deliverables are used in another work; (c) Licensee’s failure to comply with the terms of this Agreement; or (d) Licensee’s continued use of Deliverables following notice from ALM, or upon Licensee’s knowledge, that Deliverables are subject to a claim of infringement of another’s right.

- b. You agree, subject to the terms of this Section, to defend, indemnify and hold harmless ALM and its parent, subsidiaries, commonly owned or controlled affiliates, and content providers and their respective officers, directors and employees from all damages, liabilities and expenses (including reasonable outside attorneys’ fees), arising out of or as a result of Claims relating to:
 - (i) Licensee’s use of any Deliverables except to the extent such Claim arose due to a breach by ALM of its representations and warranties in Section 7.1; or (ii) any breach by Licensee of this Agreement.

- c. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE DELIVERABLES ARE PROVIDED TO YOU ON AN “AS IS,” “AS AVAILABLE” BASIS. ALM MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED. ALM DOES NOT WARRANT THE ACCURACY, COMPLETENESS, TIMELINESS, NON-INFRINGEMENT, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE DELIVERABLES OR THE INFORMATION THEY CONTAIN.

d. ALM does not warrant that the Deliverables or access to any ALM content, information or data will be uninterrupted, secure, complete, error-free or free of viruses or any other harmful files, and ALM shall not be liable for any damage caused by such destructive features. To the maximum extent permitted by law, ALM shall not be liable for any delays, errors or interruptions in the services from whatever cause, or any loss or damage arising therefrom or occasions thereby, or by reason of any non-performance.

e. IN NO EVENT SHALL ALM BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOST REVENUES, LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR YOUR USE OF OR INABILITY TO USE THE DELIVERABLES, EVEN IF ALM HAS BEEN ADVISED OF SUCH DAMAGES. IRRESPECTIVE OF THE CAUSE OR FORM OF ACTION, ALM'S AGGREGATE LIABILITY FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT SHALL IN NO CIRCUMSTANCE EXCEED THE LICENSE FEE PAID BY YOU TO ALM UNDER THIS AGREEMENT IN RESPECT OF THE TERM DURING WHICH SUCH CLAIM, LOSS OR DAMAGE OCCURRED. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS

OF OTHER REMEDIES. REGARDLESS OF THE CAUSE OR FORM OF ACTION, YOU MAY BRING NO ACTION ARISING FROM THIS LICENSE MORE THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ARISES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

f. You acknowledge that the Deliverables are highly proprietary material in nature and that unauthorized copying, transfer or use may cause ALM irreparable injury that cannot be adequately compensated for by means of monetary damages. You agree that any breach of this Agreement by you may be enforced by ALM by means of equitable relief (including, but not limited to, injunctive relief) in addition to any other available rights and remedies.

12. FEES AND PAYMENTS.

a. Where applicable, payment is due in full within thirty (30) days after the invoice date. After thirty (30) days, ALM may assess interest on all outstanding balances at a rate of 2% or such lesser amount as is allowed by law, on any unpaid balance until payment is received in full. License Fees do not include applicable taxes which will be included on the invoice. ALM reserves the right to suspend or deactivate Licensee's access to the Deliverables, without further notice, if ALM does not receive payment within thirty (30) days after the invoice date. If Licensee reasonably

believes that an amount on an invoice is incorrect, Licensee shall promptly notify ALM in writing (email to suffice) and the parties will work in good faith to resolve any billing discrepancies. In the event that it is mutually agreed that an invoice is incorrect, ALM shall reissue a new invoice with the corrected amount to Licensee for payment in accordance with this provision.

- b. All License Fees paid and charges made prior to termination as provided herein, including any advance charge or payment for the license Term during which you terminate your license, are nonrefundable. Termination of your license shall not relieve you of any obligations to pay accrued charges.
- c. Prices exclude all shipping, handling and taxes unless stated otherwise. ALM collects taxes at the rate in effect at the time your transaction is completed. If the tax rate changes before the transaction is completed, the new tax rate in effect will apply. ALM cannot accept exemption certificates for purchases made online. Contact the customer service specified on the Order Form if this transaction is exempt from tax.

13. TERMINATION.

- a. ALM may terminate this Agreement prior to the end of the Term in the event: (i) you default in making payment of any License Fee, and fail to remedy such default within thirty (30) days of notification in writing by ALM; (ii) you breach Section 1 (Grant of Rights), Section 2 (Restrictions) or Section 3 (Additional Restrictions); or (iii) you breach any other material provision of this Agreement and fail to remedy such default within thirty (30) days of

notification in writing by ALM. ALM may take further action as ALM may determine to be appropriate under the circumstances to eliminate or preclude repeat violations, and ALM shall not be liable for any damages of any nature suffered by any customer, user, or any third party resulting in whole or in part from ALM's exercise or its rights under this Agreement.

- b. Except as otherwise provided in the Order Form, all rights under this Agreement shall automatically terminate upon the termination or expiration of this Agreement. For the avoidance of doubt, upon the termination or expiration of this Agreement you shall immediately cease to distribute or make available the Deliverables and you shall remove any and all electronic copies of the Deliverables (including without limitation, Downloaded Deliverables) from your systems. Notwithstanding the foregoing, Licensee may, after expiration or termination of the Term, continue to use (without the rights to modify, alter, or manipulate) the Licensee Works created during the Term for Internal Use only. Deliverables may in no instance continue to be used in a new Licensee Works, or for the first time, after the Term.

14. GOVERNING LAW; DISPUTE RESOLUTION

- a. This Agreement shall be governed by and construed in accordance with the laws of the New York, without application of conflict of laws rules. The parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the exclusive jurisdiction

- of the federal and state courts located in New York, New York.,
- b. YOU AND ALM EACH VOLUNTARILY WAIVE THE RIGHT TO TRIAL BY JURY IN RESOLVING ANY DISPUTE ARISING OUT OF THIS AGREEMENT.
 - c. This Section 14 shall survive termination of this Agreement. If any provision of this Section 14 is declared or found by a court of competent jurisdiction to be unlawful, unenforceable or void, such provision will be ineffective only to the extent that it is found unlawful, unenforceable or void, and the remainder of the provision and all other provisions will remain fully enforceable.

15. MISCELLANEOUS TERMS

- a. **Unauthorized Use.** Any use of Deliverables in a manner not expressly authorized by this Agreement (including, without limitation, unauthorized access to Authorized User accounts) constitutes copyright infringement, entitling ALM to exercise all rights and remedies available to it under copyright laws around the world. Licensee shall be responsible for any damages resulting from any such copyright infringement, including any claims by a third party.
- b. **Withdrawal.** ALM reserves the right at any time to withdraw from the Deliverables any item or part of an item for which it no longer retains the right to publish, chooses to no longer offer for any reason, or which it has reasonable grounds to believe may give rise to a third party claim.
- c. **Entire Agreement.** This License Agreement, including any schedules hereto and the applicable Order Form,

constitute the entire agreement and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. Without limiting the foregoing, this Agreement shall supersede the terms and conditions of any purchase order issued or delivered by Licensee prior to, contemporaneous with, or subsequent to this Agreement, and such terms and conditions shall be given no effect.

- d. **Amendment and Assignment.** Neither this License Agreement nor any Order Form shall be changed, modified or amended except by a writing signed by a duly authorized representative of ALM and the Licensee. Neither party may assign this Agreement or any rights or obligations created under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld, except that ALM may assign this Agreement (i) to any subsidiary or affiliated company, (ii) to an entity succeeding to all or substantially all of the stock or assets, whether by merger or purchase, of ALM or the ALM intelligence business, or (iii) to an entity purchasing all or substantially all of the assets relating to the Deliverables, provided that any such entity shall expressly assume all of ALM's obligations under the Agreement. Any unauthorized assignment or delegation will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties' successors and assigns.
- e. **Notices.** Any notices to either party under this Agreement shall be in

- writing and delivered by email (effective upon confirmation of receipt), hand or sent by nationally recognized messenger service, for example, UPS or Fedex or by registered or certified mail, return receipt requested, to the following address (i) if to ALM, to ALM Media, LLC, 150 East 42nd Street, Mezzanine Level, New York, New York 10017, Attn: General Counsel; and (ii) if to Licensee, at the address listed on the Order Form.
- f. **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.
- g. **Severability.** If any provision of this Agreement is held to be unenforceable, the parties shall renegotiate those provisions in good faith to be valid, enforceable substitute provisions, which provisions shall reflect as closely as possible the intent of the original provisions of this Agreement. If the parties fail to negotiate a substitute provision, this Agreement will continue in full force and effect without that provision and will be interpreted to reflect the original intent of the parties.
- h. **Import/Export Controls.** Each party shall comply with and abide by all export, re-export and foreign policy laws that may be imposed by the United States government applicable as to United States companies (regardless of whether a party is a United States company), particularly in respects to any country which the United States maintains trade sanctions prohibiting the shipment or provision of services, goods, technology or software, an entity on the Specially Designated Nationals and Blocked Persons as maintained by the U.S. Treasury Department's Office of Foreign Assets Control or the U.S. Commerce Department's Denied Persons List or Entities List.
- i. **No Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.
- j. **Headings.** The headings used in this License Agreement are for convenience of reference only and shall not affect the construction or interpretation of any of the provisions hereof.
- k. **Independent Contractors.** The parties are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This Agreement will not be construed to create or imply any partnership, agency or joint venture.