

ACCESS INTELLIGENCE, LLC PRINT ADVERTISING GENERAL TERMS AND CONDITIONS

- This agreement sets out the terms and conditions whereby Access Intelligence, LLC ("Publisher") will publish advertisements ("ads") inserted in or attached to (insert publication name) as requested by the undersigned Advertiser.
- Advertiser has designated the undersigned Agency to act on its behalf.
- Unless Advertiser gives Publisher written direction limiting the authority of Agency, any communication that Publisher may receive from Agency will be deemed to be given on behalf of, and binding on, Advertiser, and any communication given by Publisher to Agency will be deemed to have been given to, and will be binding on, Advertiser.
- Publisher will not be bound by, and will disregard, terms and conditions appearing on insertion orders or copy instructions which conflict with provisions of this rate card.
- No ad will be published unless a signed insertion order is received by Publisher no later than the closing deadline specified by Publisher.
- Ad cancellations will not be considered authorized by Advertiser unless written confirmation thereof is received by Publisher prior to the closing deadline.
- Unless copy changes are specified by Advertiser in writing prior to the closing deadline, Advertiser's most recent ad will be inserted.
- Advertiser is responsible for checking ad copy for corrections and providing prompt written notice of errors or changes within Publisher's deadlines. Publisher is not responsible for correcting an error in an ad unless Advertiser has notified Publisher in writing prior to the closing deadline that an error has been made.
- If all necessary ad materials are not received at the offices of Publisher prior to the closing deadline, Publisher can not guarantee insertion of such materials.
- If Advertiser fails to provide an ad to Publisher prior to the closing deadline of an issue in which it ordered space, Publisher will charge Advertiser at the regular rate for the space it has reserved.
- Publisher will not accept cancellation of space by Advertiser unless received prior to the closing deadline. No ad may be canceled after the applicable closing deadline.
- Insertion orders for covers (front/back/inside front /inside back) may not be cancelled by Advertiser.
- All ads are subject to approval by Publisher. In its sole and absolute discretion, Publisher may refuse any ad submitted and may cancel any order for any ad.
- Although efforts will be made to comply with positioning requests, final positioning of ads is at the sole discretion of the Publisher. In no event will adjustments, reruns or refunds be made because of the position of an ad.
- To ensure distribution of all ad copy to a worldwide readership, Publisher reserves the right to make copy changes as it deems appropriate to comply with applicable customs and postal regulations. While reasonable efforts will be made to discuss these changes with Advertiser in advance, in some cases (especially when copy arrives after the closing deadline) such advance discussions may be not be feasible.
- All ad materials will be destroyed one year after last publication by Publisher unless return instructions are received by Publisher in writing within that period.
- Publisher retains the right to display Advertiser's ad on the Publisher's web site(s), unless otherwise notified by Advertiser in writing.
- Advertiser and Agency agree, jointly and severally, to indemnify and hold Publisher harmless from any loss, liability, damage, claim or expense, including reasonable attorney's fees and all other costs of litigation or settlement, arising out of or attributable to the publication of Advertiser's ads. Publisher's right of indemnification extends, without limitation, to any claims for libel, slander, invasion of privacy, unfair trade practices, copyright infringement or trademark infringement.
- Publisher will not be responsible for any loss or damage (including, without limitation, consequential damages) of any kind arising out of, or attributable to, errors or omissions in ads except for Publisher's failure to correct errors clearly and unambiguously marked by Advertiser and received by Publisher before the closing deadline.
- Liability of Publisher for the omission of any portion of any ad from any publication will be limited to a partial reduction in the amount charged by Publisher for such ad based on Publisher's rate card.
- In no event will Publisher's liability for any ad exceed the amount charged by Publisher for such ad.
- Frequency discounts apply if used within any 12-month period; otherwise the actual earned frequency discount will apply. Charges will be adjusted accordingly at the end of the contract period.
- A 1/4 page ad is the minimum size required to maintain frequency discount.
- Special units such as gatefolds are available. Pricing information is available upon request.
- Contact the Advertising Sales Representative for pricing.
- Conversion of film or correcting digital files is not included in Publisher's advertising price and will be billed separately to Advertiser at prevailing rates.
- Contact the Production Manager for mechanical quantity and shipping instructions. Do not use ROB sizes for furnished inserts.
- A facsimile of each insert indicating proposed copy areas and trim edges must be submitted to the Production Manager for approval.
- A sample of each insert must be submitted to the Production Manager for approval.
- Acceptance of inserts is also subject to postal service regulations. Any binding charges are non-commissionable.
- Payment by Advertiser is due in full 30 days from invoice date.
- If not paid within 30 days, a late charge equal to the greater of \$5.00 or 1.5% of the unpaid invoice will be automatically added to the invoice amount per month.
- Failure to pay as agreed may result in the placement of the account with a collection agency or attorney. If so, to the extent permitted by law, Publisher may charge and collect from Advertiser and Agency, jointly and severally, any collection costs and expenses, including court costs and reasonable attorney's fees, in addition to all invoiced amounts, late charges and interest.
- Any invoice submitted to Advertiser will be deemed conclusive as to its correctness unless Advertiser provides a written, detailed objection to Publisher within 30 days of invoice date.
- If Advertiser in good faith disputes any invoice, Advertiser must promptly pay all amounts not subject to dispute.
- ADVERTISER AND AGENCY WILL BE JOINTLY AND SEVERALLY LIABLE for paying all amounts owed to Publisher pursuant to this agreement.
- Publisher will apply a 15% commission discount to recognized agencies on space, color, premiums, and inserts, provided acceptable digitally formatted ad is supplied and only if Publisher is paid in full within 30 days of invoice date.
- The Advertiser or their Agency will be billed a premium of not less than 15% of earned gross rate for advertising materials produced by the Publisher. Production charges are non-commissionable.

CONTACT

Jeff Fortmann | Associate Publisher | (203) 899.8462 | jfortmann@red7media.com