

# Rates and Products

Advertising options, section descriptions, display/classified rates and terms for 2017

### TRIANGLE **BUSINESS JOURNAL**

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Questions? Contact nboetcher@bizjournals.com

# Powerful reach with an integrated campaign

Having a presence on multiple platforms will escalate your reach and put you in front of our users who get their news when, where and how it's most convenient for them. Integrated print, digital and events into your annual campaign will allow you to reach potential clients at the maximum level.



#### WEEKLY JOURNAL

The Triangle Business Journal publishes weekly, 52 times a year, every Friday.

### 45 minutes

average time spent reading each issue

read 3 or more of the past 4 issues



### **DIGITAL ADVERTISING**

The Triangle Business Journal reaches an unduplicated subscriber audience on a daily basis.

351,000

average monthly unique visitors (subtotal Nov. YTD/11 months)

1,675,000

average monthly page views

of subscribers influence purchasing decisions

### WHO IS READING THE TRIANGLE BUSINESS JOURNAL

84% of all readers are college or post graduate educated, 68% of all readers are holding management positions or above.

#### **PRINT STATS**

2,000,000 average net worth



management positions

\$141,000 average household income

average age

#### **DIGITAL STATS**

1,300,000 average net worth



management positions

average household income

average age

Reach potential clients in these fields:

- Legal services
- Engineering
- Health
- Nonprofit
- Banking
- Accounting
- Insurance Real estate
- Manufacturing
- Government • Education
- Construction
- Technology
- Architecture
- and more





# Display advertising rates

Ad size	\$125,000	\$100,000	\$80,000	\$60,000	\$40,000	\$20,000	\$10,000	Open Rate
Full page spread	\$4,098	\$4,509	\$4,966	\$5,423	\$6,108	\$8,391	\$9,532	\$11,815
Full Page	\$2,424	\$2,649	\$2,899	\$3,149	\$3,524	\$4,773	\$5,307	\$6,647
Island	\$1,874	\$2,247	\$2,452	\$2,656	\$2,965	\$3,991	\$4,503	\$5,529
3/4 Page	\$1,847	\$2,038	\$2,220	\$2,402	\$2,675	\$3,585	\$4,039	\$4,949
1/2 Page	\$1,637	\$1,774	\$1,927	\$2,079	\$2,309	\$3,072	\$3,453	\$4,217
3/8 Page	\$1,388	\$1,498	\$1,620	\$1,742	\$1,925	\$2,535	\$2,840	\$3,450
1/4 Page	\$1,254	\$1,349	\$1,454	\$1,560	\$1,718	\$2,245	\$2,508	\$3,035
3/16 Page	\$1,004	\$1,071	\$1,154	\$1,229	\$1,343	\$1,720	\$1,908	\$2,285
1/8 Page	\$949	\$1,010	\$1,078	\$1,147	\$1,248	\$1,588	\$1,757	\$2,096
Strip Ad	\$975	\$1,039	\$1,110	\$1,181	\$1,228	\$1,642	\$1,820	\$2,175
Belt Ad	\$1,550	\$1,678	\$1,820	\$1,962	\$2,176	\$2,886	\$3,240	\$3,950
Tower Ad	\$1,190	\$1,278	\$1,326	\$1,474	\$1,620	\$2,108	\$2,352	\$2,840
"L" or reverse "L"	\$1,284	\$1,382	\$1,491	\$1,599	\$1,764	\$2,309	\$2,581	\$3,126
"U"	\$1,874	\$2,038	\$2,220	\$2,402	\$2,675	\$3,585	\$4,039	\$4,949
Wave	\$1,190	\$1,278	\$1,326	\$1,474	\$1,620	\$2,108	\$2,352	\$2,840
Triangle	\$1,190	\$1,278	\$1,326	\$1,474	\$1,620	\$2,108	\$2,352	\$2,840
*Page One Logo Ads	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$2,000	\$2,000	\$2,000

Ask your account representative about digital and print customized rate discounts.

### **Additional Charges**

Guaranteed Position
Back cover: 10% | Inside: 10%

SPACE: 15%

#### **Volume discounts**

Volume discounts are determined by combining the dollar value of print and digital insertions in Triangle Business Journal Business Journal, plus sponsorships, within the contract period. Contract begins with the date of first insertion and must be fulfilled within a 12-month period. Book of Lists and pre-printed inserts may also be included as part of your volume contract. Contracts guarantee the volume rate earned and ad sizes may vary during contract period. Refer to the column under the volume for rate of desired size. Rates subject to change during contract period. Rate increases are effective January 1, and all advertisers' rates change on that date.

### Credit, payment and commissions

All first-time advertisers must pre-pay and payment must accompany all copy until credit has been established with the Credit Department. Payment by check, Visa, MasterCard or American Express, All advertisers must submit a Credit Application. Terms of credit extension to advertisers is Net 30 Days. No cash discounts. Any discrepancies in advertising invoices must be questioned within 10 days of publication. All rates are net and non-commissionable. All advertising transactions with the Triangle Business Journal Business Journal are subject to the publication's advertising terms and conditions, a copy of which is available on our Web site and, if applicable, in our advertising agreement.





### Classified advertising rates

### **Executive Marketplace**

Ad size	52x rate	26x rate	13x rate	Open rate
Price Per Inch	\$28	\$43	\$58	\$75

Minimum size 1 column x 3". Depths must be purchased in full inch increments. Color charge: \$100

### **Available Column Widths**

1 COLUMN WIDE: 1.5"
2 COLUMNS WIDE: 3.25"
3 COLUMNS WIDE: 4.875"
4 COLUMNS WIDE: 6.625"
5 COLUMNS WIDE: 8.25"
6 COLUMNS WIDE: 10"

#### **CLASSIFIED LINE ADS**

\$22 PER LINE (5 line minimum)

Estimate 25 characters per line, including punctuation and spacing between words. Specifying bold type of capital letters will increase the space used and may increase the number of lines needed.

Deadline for the classified line ads is noon Wednesday, eight days prior to publication. Payment for classified line ads is by cash, check, Visa, MasterCard or American Express. Line ads will not be billed by *Triangle Business Journal*. All ads are pre-paid.

#### PROFESSIONAL DIRECTORY

This directory is a word listing with your 4 color logo. Each directory that runs will be tailored to a specific industry or service: accounting, commercial real estate, legal, etc.

These directories will usually be in tandem with a Special Report, List or Spotlight page of that industry or service.

**1 LISTING** 7x: \$250 1x: \$375 Size is 1 column x 5 inches deep (including logo)

Example categories:

Accounting, Commercial Real Estate, Education, Finance, Legal, Residential Real Estate



LEADS





### Online Recruitment Services

### Get your job listings in front of the largest collection of professional candidates.

### Individual Featured Job Postings | \$395

- » Increase visibility in front of passive job seekers while targeting the active job seeker as well.
- » Promoted at the top of job section with logo
- » Also promoted on local homepage, article pages and daily newsletters with logo
- » Unlimited text
- » All listings are searchable on Google, Yahoo and other search engines
- » 30 day campaign

### Standard Job Postings | \$295

- » Appears in career center only
- » Unlimited text
- » All listings are searchable on Google, Yahoo and other search engines
- » 30 day campaign

### **Volume Featured Job packages**

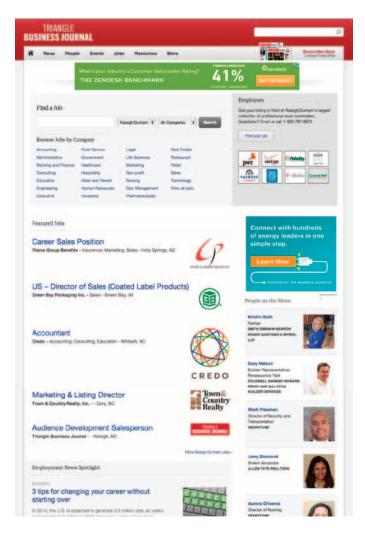
- » 5 featured online job postings for \$1,500
- » 10 featured online job postings for \$2,500
- » Can be used all at once or spread over a year
- » Multi-market and custom packages also available

#### **Recruitment Sponsorships Include:**

- » Sponsorship of Featured Jobs Module
  - » Homepage
  - » Article Pages
- » Afternoon Edition Emails
  - » Career Center
- » Featured Job Postings up to 5
- » ROS Banners

### **Recruitment Sponsorship Rates**

	Banners	Sponsor Logo	Featured Jobs	
Exposure	Homepage, Article Pages, Career Center	Homepage, Article Pages, Afternoon Edition Emails, Career Center	Homepage, Article Pages, Afternoon Edition Emails, Career Center	
Package 1	160,000 Impressions	500,000 Impressions	Up to 5 postings	\$5,000/mo.
Package 2	330,000 Impressions	500,000 Impressions	Up to 5 postings	\$7,500/mo.







### Reprints

### Featured in Triangle Business Journal? Market your success!

Show your customers your success with *Triangle Business Journal* reprints! Your reprint is customized to your company and many options are available including:

- » Hard Copy Reprints | Prices vary by quantity
- » Digital ePrints | Starting at \$550
- » Wall Plaques & Awards | Starting at \$169
- » Photos | Starting at \$150
- » Press Releases | Prices vary

Contact reprints@bizjournals.com | 877.397.5134 for full options and pricing.

### Inserts

### **Free-standing inserts**

Triangle Business Journal accepts preprinted inserts for inclusion in mailed and newsstand copies. FSIs may be used to fulfill advertising contract obligations. Total cost is based on 2015 circulation of 8,500. Insert rates are net and non-commissionable and must be pre-paid. Inserts must be full run of circulation; smaller increments are not available. Inserts must be submitted for approval two weeks prior to publication date. Advertiser is advised to get Publisher's approval before printing piece.

### \$2,000 per oz., per week

- You pay for printing and delivery to our press
- Can be printed any size, but must be folded to 11" x 6"or smaller before delivery

\$4,125 per oz, per week

- We pay for printing and design
- Can be printed any size, but must be folded to 11" x 6"or smaller before delivery







# Digital advertising rates

### Run of site (TriangleBusinessJournal.com) for four weeks

	\$125,000+	\$100,000	\$80,000	\$60,000	\$40,000	\$20,000	\$10,000	Open
400,000 impressions	\$5,962	\$6,084	\$6,208	\$6,419	\$6,663	\$7,481	\$8,346	\$9,270
330,000 impressions	\$5,110	\$5,214	\$5,321	\$5,510	\$5,714	\$6,405	\$7,532	\$8,294
200,000 impressions	\$3,407	\$3,477	\$3,547	\$3,674	\$3,806	\$4,274	\$4,771	\$5,529
130,000 impressions	\$2,555	\$2,607	\$2,660	\$2,755	\$2,857	\$3,207	\$3,576	\$4,147
80,000 impressions*	\$1,703	\$1,738	\$1,774	\$1,837	\$1,909	\$2,131	\$2,391	\$2,764
Business Pulse⁺								\$1,000
Special Section <sup>+</sup>								\$1,000
People on the Move <sup>+</sup>								\$1,000

Rates are based on total dollar investments (combined print, digital and sponsorships).

Digital sponsorship ad positions include upper and lower 300x250, top and bottom 728x90 and mobile 320x50.

\*80,000 impression packages run for two weeks.

+Must be bought with 130,000 impressions.





### Content vertical sponsorship

### Target a specific industry and dominate a page for one month.

- » Sponsor the industry page
- » 5 banners; (2) 728x90, (2) 300x250, (1) 320x50
- » Pick your month
- » 30 day campaign

### **Sponsorship Includes:**

- » 130,000 Impressions
- » ROS
- » Link clicks to company website or recent blog
- » Own the page
- » Runs for 30 days

### Industries

- » Banking & Financial Services
- » Career & Workplace
- » Commercial Real Estate
- » Education
- » Energy
- » Food & Lifestyle
- » Government & Regulations
- » Health Care
- » Manufacturing
- » Media & Marketing
- » Philanthropy & Nonprofits
- » Professional Services
- » Residential Real Estate
- » Retailing
- » Sports Business
- » Technology
- » Transportation
- » Travel & Tourism







### Book of Lists

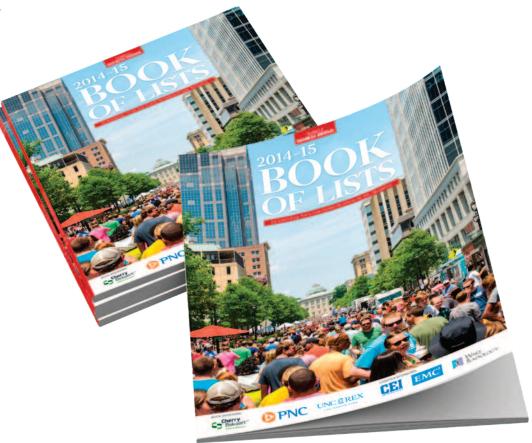
### **Advertising**

Triangle Business Journal's most valuable business reference guide and the one publication readers turn to throughout the year. It's a compilation of Triangle Business Journal's weekly lists and is full of important information about the Triangle's business that's unavailable any place else. Sold year-round. Guaranteed positioning is accepted only for full and half page ads on a first-come basis. Color is included. Sorry, Book of Lists ads are non-cancelable. All rates are net.

Ad size	Contract rate	Open rate
Full page	\$5,575	\$7,325
1/2 page	\$3,625	\$4,650
1/4 page	\$2,633	\$3,350
List strip	\$1,900	\$2,400
Chapter sponsorship	\$8,425	
Presenting sponsorship	\$16,000	

### Additional sponsorship opportunities available

Ask your Account Executive







# Triangle Business Journal Morning Edition

The Triangle Business Journal Morning Edition email is a morning round up of Triangle's business news and reaches more than 12,800 email in-boxes every day.

Weekly Cost	\$125,000+	\$100,000	\$80,000	\$60,000	\$40,000	\$20,000	\$10,000	Open
728x90	\$1,525	\$1,678	\$1,830	\$1,983	\$1,288	\$2,669	\$3,050	\$3,431
Upper Logo & Text 120x60 logo & 160 characters	\$686	\$763	\$839	\$915	\$976	\$1,220	\$1,373	\$1,525
Middle 728x90	\$1,373	\$1,449	\$1,601	\$1,754	\$1,830	\$2,135	\$2,288	\$2,669
Middle Logo & Text 120x60 logo & 160 characters	\$480	\$544	\$641	\$686	\$778	\$915	\$1,029	\$1,144
Lower 728x90	\$641	\$683	\$854	\$915	\$976	\$1,220	\$1,373	\$1,525

### **Monthly Rotation**

**3 Months** \$5,600

**6 Months** \$4,800

**9 Months** \$4,400

**12 Months** \$3,200

### **Subscriber stats**

68%

of email subscribers influence decisions at your company

14.9

Times per month TBJ email subscribers visit the TBJ website

Source: TBJ Subscriber Study, 2014



Sign up for the free Morning Edition at **TriangleBusinessJournal.com** 





# Triangle Business Journal Afternoon Edition

The Triangle Business Journal Afternoon Edition delivers top stories and news alerts to more than 15,950 email in-boxes every day. Executives keep tabs on the pulse of the local business scene with a snapshot of each day's news.

Weekly Cost	\$125,000+	\$100,000	\$80,000	\$60,000	\$40,000	\$20,000	\$10,000	Open
728x90	\$1,754	\$1,929	\$2,104	\$2,280	\$2,630	\$3,069	\$3,507	\$3,946
Upper Logo & Text 120x60 logo & 160 characters	\$789	\$877	\$964	\$1,052	\$1,122	\$1,403	\$1,578	\$1,754
Middle 728x90	\$1,578	\$1,666	\$1,841	\$2,017	\$2,104	\$2,455	\$2,630	\$3,096
Middle Logo & Text 120x60 logo & 160 characters	\$552	\$626	\$737	\$789	\$894	\$1,052	\$1,184	\$1,315
Lower 728x90	\$737	\$786	\$982	\$1,052	\$1,122	\$1,403	\$1,578	\$1,754

Notes: All rates are NET. Costs quoted are "per week" (six drops per week: Monday-Friday with a Saturday BONUS).

### **Monthly Rotation**

**3 Months 6 Months 9 Months 12 Months** \$6,400 \$5,600 \$4,800 \$3,600

#### Subscriber stats

54% of print subscribers read the Afternoon Edition regularly 65%

of print subscribers find the Afternoon Edition to be very valuable

Source: TBJ Subscriber Study, 2014



Sign up for the free Afternoon Edition at **TriangleBusinessJournal.com** 



# Triangle Business Journal breaking news alert

The *Triangle Business Journal*'s breaking news alert is emailed to TBJ's thousands of subscribers as business news affecting the Triangle region breaks.

Annual Sponsorship	\$55,000
6-month Sponsorship	\$30,000
3-month Sponsorship	\$16,400

#### **BENEFITS**

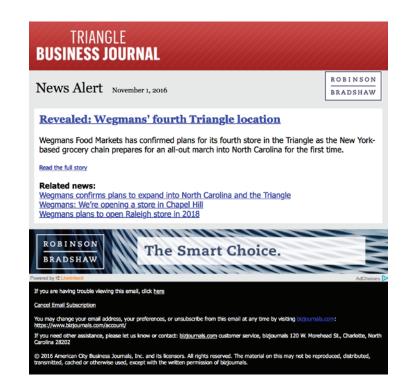
- » Exclusivity
- » Client logo and ad positioned around latest breaking news
- » Open rates that are double industry standard

#### **FEATURES**

- » 728x90 ad unit on Breaking News email
- » Logo placement
- » Minimum of 6 Breaking News emails per quarter

### **FAST FACT**

TBJ is currently averaging 15 sends per quarter.



Sign up for the free breaking news alerts at **TriangleBusinessJournal.com** 



# Homepage takeover

Runs five consecutive business days, must be purchased with 130,000 Run of Site package or higher (Example found at http://bit.ly/Homepage\_Takeover)

Cost

Ad unit

65,000 impressions

\$3,800 plus ROS impression package

970x418 / 970x66 pushdown, 300 x250, 1600x660 skin







### Bottom line/slider

Runs 30 days, served to one unique user per day (Example found at http://bit.ly/BottomLineSlider)

Cos

Ad unit

75,937 impressions

\$3,040

1034x90/1034x30 for bottom line, 950x90/950x460 for slider





Slide or click for more details >>>





# Marketplace advertising rates

Ad size	Actual dimensions	Open	\$10k	\$20k	\$40k	\$60k	\$100k
6x6	10" wide x 6" tall	\$1,815	\$1,360	\$1,190	\$1,080	\$980	\$775
4x6	6.6" x 6"	\$1,325	\$1,005	\$935	\$820	\$680	\$520
3x6	4.9" x 6"	\$1,070	\$800	\$760	\$610	\$550	\$410
4x4	6.6" x 4"	\$985	\$735	\$675	\$575	\$510	\$375
3x4	4.9" x 4"	\$795	\$595	\$545	\$465	\$410	\$305
3x3	4.9" x 3"	\$655	\$495	\$440	\$375	\$330	\$250
2x4	3.2" x 4"	\$605	\$455	\$410	\$345	\$305	\$230
2x3	3.2" x 3"	\$510	\$385	\$335	\$285	\$255	\$190
2x2	3.2" x 2"	\$400	\$295	\$270	\$235	\$210	\$160
1x3	1.5" x 3"	\$295	\$220	\$205	\$175	\$160	\$125

Ad size	Actual dimensions	Open	\$20k	\$60k
Banner page ad*	3 2" x 3"	\$335	\$255	\$205

<sup>\*</sup>Contracts include Book of Lists ad. Banner pages are groupings of display ads under a specific top heading and are published on a weekly, biweekly or monthly basis. Banner pages with less than three ads will run in the Marketplace section. Rates include full color.

#### **COLOR CHARGES**

Black plus one color: \$60. Process 4-color: \$110.

### **PAYMENT**

All Marketplace ads must be prepaid. Payment must accompany all copy. Payment is accepted by cash, check, VISA, Mastercard or American Express.

### Calendar

### Event listings | Online

Get the word out and target thousands of influential leaders in the local business community.
List all of your upcoming events on our online Business Events Calendar.
Listings don't expire and will be active through the day of your event.

#### FEATURED EVENT LISTING | \$199

- » Premium Placement Your event listing will rise above all other regular event listings.
- » Branding Your company or event logo will appear on both the event listing page and event details page

### STANDARD EVENT LISTINGS | \$99 EVENT BILLBOARD | \$500

- » Includes Featured Event Listing
- » 30 day promotion in top billboard section of the online calendar with custom image
- » 30-day promotion in Morning Edition email to XX subscribers

Volume discounts available for multiple listings.





# Triangle Living

- » Each listing featured in Triangle Business Journal will include a photo of the home, listing price (\$500k and above), realtor's contact information, website, and logo
- » List for one week: \$350/listing for print
- » List for the whole month and save more: \$1,200/print listing

\$350/listing for print	List for One Week
\$1,200/listing for print	List for One Month



To list your luxury home, contact Nicole Panor at 919-327-1010 or ngoodrich@bizjournals.com



\$679,900 Chris Faughnan 919-306-1229 www.sedgefieldcary.com





\$639,900 Chris Faughnan 919-306-1229 www.sedgefieldcary.com





\$679,900 Chris Faughnan 919-306-1229 www.sedgefieldcary.com







SMITH & REALTY GR



**\$679,900** Chris Faughnan 919-306-1229





\$639,900 Chris Faughnan 919-306-1229 www.sedgefieldcary.com







### People on the Move sponsorship

People on the Move ranks among the three highest read features in the *Triangle Business Journal*. People on the Move is promoted through our website and Afternoon Edition. This exclusive sponsorship highlights changes and advancement of people in the local business community and is always one of the top visited sections of our website.

#### SPONSORSHIP INCLUDES

- » 100% ownership of ad placement in the People on the Move section
- » Your company's logo where People on the Move is promoted
- » Package includes ROS impressions.\*
- » Print Sponsorship ROP

Runs for 30 days.

\*Must be purchased with a 130,000 impression package or higher









# Business Anniversaries guide

Triangle Business Journal wants to help you spread the word about your company's birthday! Considering nearly 95 percent of companies go out of business within the first five years of opening up shop, we feel it's important to celebrate companies that have reached 5th, 10th, 20, 100th or other milestones. Perhaps even reaching one year is a milestone for you!

Take advantage of this unique opportunity to launch your company's year-long celebration in this special advertising section. Tell your story to our readers. Help us understand the unique ways companies survive through all phases of growth and development.

**RUN DATE** JANUARY 27

CREATIVE DUE JANUARY 20 RUN DATE
JUNE 22

CREATIVE DUE
JUNE 15

Full page is broken down into a 1/2 page write-up and 1/2 page branding advertisement. Both write-up and the ad are provided by the advertiser.

Half Page Editorial with Half Page Ad	\$2,000
Publishes in Both Runs	\$3,500







# Triangle Bizspace

### **Bizspace Property Spotlight**

Bizspace Property Spotlight is a unique opportunity to showcase your commercial space to a highly affluent audience of business decision makers.

### Your Bizspace Property Spotlight showcase includes:

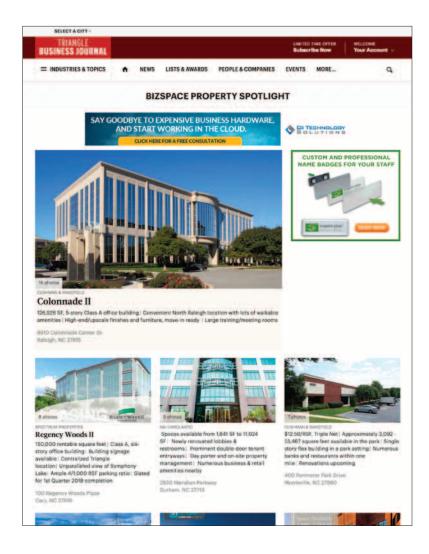
- » Up to 15 high resolution property photos so users can explore each property
- » Broker call-to-action with picture, logo, phone number, email and link to website that scrolls with the user throughout gallery
- » Dynamic slide show controls so user can easily scroll through images or click to next photo
- » Social tools to share property on Twitter, LinkedIn, Facebook and Google
- » Live on site 24 hours a day/7 days a week for 30 days

### **Bizspace Property Spotlight promotion includes:**

- » Gallery and native content story
- » Promotion as integrated native content on homepages and article pages — both full site and mobile minimum once per month
- » Promotion in daily email newsletters minimum once per month

### Pricing:

» Contact your Director of Advertising for details or email nboetcher@biziournals.com







### Deadlines and cancellations

### **Weekly newspaper**

Triangle Business Journal publishes weekly, 52 times a year, on Fridays. Premium positions are sold on a first-come basis. Please see the 2016 Production Calendar for other deadline exceptions.

Section/advertising type	Deadline
General display advertising insertion	Wednesday, 9 days prior to publication
Expanded sections advertising insertion	Wednesday, 18 days prior to publication
Expanded "Extra" sections artwork	Wednesday, 18 days prior to publication
Classified advertising insertion	Wednesday, 9 days prior to publication
Cancellation	Wednesday, 14 days prior to publication
Workup information due	Wednesday, 14 days prior to publication
Camera-ready artwork due	Wednesday, 9 days prior to publication

### **Special sections and publications**

Special sections and publications such as Best Places to Work, Best Real Estate Deals, and Women Who Mean Business, are published periodically (see Production Calendar for dates) and are inserted into, or run as a part of, the weekly Friday paper.

Section/advertising type	Deadline
General display advertising insertion	Wednesday, 9 days prior to publication
Workup information due	Wednesday, 18 days prior to publication
Camera-ready artwork due	Wednesday, 9 days prior to publication
Cancellation	Wednesday 14 days prior to publication

### **Free-standing inserts**

Inserts for the weekly newspaper

	Deadline
Reservation	14 days prior to publication.
Delivery	14 days prior to publication

### **Book of Lists**

The Book of Lists is published once a year. Positions are sold on a first-come basis.

Section/advertising type	Deadline
General display advertising insertion	14 days prior to publication
Camera-ready artwork due	14 days prior to publication
Cancellation	Cannot be canceled

### **Cancellation policy**

Cancellation of an ad or a change in its schedule must be received in writing on or before the deadlines listed above. Ads canceled after the deadline will be billed at 100%.





### Terms and conditions

The following terms and conditions govern all entities that place advertising ("Advertiser"), either directly or through an agent ("Agency"), with publications ("Business Journal(s)"), digital Business Journal publications ("Digital Editions"), websites and mobile sites ("Websites") and applications ("Apps") and any other service (collectively, together with Business Journals, Digital Editions, Websites and Apps, the "Service") published and/or owned, licensed or operated by or on behalf of American City Business Journals ("Publisher"). The placement of advertising in any Publisher Service constitutes Advertiser's (and, if applicable, Agency's) agreement to these terms. These terms and conditions may be modified from time to time by Publisher; additional placement of advertising will constitute Advertiser's (and, if applicable, Agency's) agreement to any such modifications.

#### I. DEFINITIONS

- **A.** "Dollar Volume Discount" is determined by combining the dollar value of print and digital insertions in the Business Journal(s) plus sponsorships, within the contract period. Contract begins with the date of first insertion and must be fulfilled within a 12-month period. Book of Lists and pre-printed inserts may also be included as part of your volume contract. Contracts guarantee the volume rate earned and ad sizes may vary during contract period. Refer to the column under the volume for rate of desired size. Rates subject to change during contract period. Rate increases are effective January 1, and all advertisers' rates change on that date.
- **B.** "Short Rate" is the difference between the rate charged on the contracted dollar volume and the higher rate based on the reduced dollar volume of advertisements actually published and paid for.

### II. TERMS AND CONDITIONS APPLICABLE TO ADVERTISING PLACED IN ANY PUBLISHER SERVICE

A. PUBLISHER'S RIGHT TO REJECT, CANCEL OR TERMINATE ORDERS: Publisher reserves the right at its absolute discretion, and at any time, to cancel any advertising order or reject any advertising copy, whether or not the same has already been acknowledged and/or previously published, displayed, performed or transmitted (collectively referred to herein as "Published" or "Publish"), including, but not limited to, for reasons relating to the content of the advertisement or any technology associated with the advertisement. In the event of such cancellation or rejection by Publisher, advertising already run and to be run shall be paid for at the rate that would apply if the entire order were Published and no Short Rate will apply. Publisher, at its absolute discretion, may terminate

its relationship with Advertiser and/or Agency for the breach of any of the terms hereof, including without limitation a breach based on the failure on the part of either Advertiser or Agency to pay each bill by its due date. Should Publisher terminate its relationship with Advertiser and/or Agency, a Short-Rate may apply and all charges incurred together with Short-Rate charges shall be immediately due and payable. Furthermore, in the event Advertiser or Agency breaches, Publisher may, in addition to its other remedies, (a) cancel its recognition of Agency, thereby causing Agency to lose claim to any commission for any further advertising placed with Publisher on behalf of Advertiser or any or all of Advertiser's advertising.

B. ADVERTISER'S FAILURE TO RUN ADVERTISING/ SHORT-RATE: All agreements for advertising Dollar Volume Discounts require that the specified dollar volume of advertisements be Published within a specified period and be promptly paid for. In the event of Advertiser's or its Agency's cancellation of any portion of any advertising order/contract or failure to have Published and paid for the specified dollar volume of advertisements, or if at any time Publisher in its reasonable judgment determines that Advertiser is not likely to Publish and pay for the total amount of advertising specified during the term of the agreement, any rate discount will be retroactively nullified, including for previously Published advertisements, and may result in a Short-Rate. In such event, Advertiser and/or Agency must reimburse Publisher for the Short-Rate within 30 days of invoice therefor and Advertiser will thereafter pay for advertising at the open rate or at the earned rate(s) as applicable. Any merchandising program executed by Publisher in reliance on advertising that is cancelled will be paid for by Advertiser at the fair market rate for such program. Advertising credits (for any earned advertising Dollar Volume Discount adjustments for advertising run in excess of specified schedule) will only be earned if all advertising is paid for by the due date. Advertising credits must be used by the Advertiser within six months after the end of the period in which they were earned. Any portion of such advertising credits unused at the expiration of the foregoing six month period shall be expired and Publisher shall not have any further obligation to Advertiser and/or Agency with respect thereto.

C.RESTRICTIONS ON ADVERTISER'S CANCELLATION OF ADVERTISING ORDERS: No changes in orders or cancellations are accepted unless received before the specified closing dates, which vary by product and are set forth in Publisher's rate card and web site. No changes in orders or cancellations may be considered executed unless acknowledged in writing by Publisher.

Orders not cancelled as of these closing dates will be billed, even though Advertiser fails to furnish copy, digital files or film. When change of copy or artwork is not received by the closing date, copy run in previous issues will be published. Should Publisher agree to cancel an existing work order, Advertiser will be responsible for the cost of any work performed or materials purchased on behalf of Advertiser, including the cost of services, paper and/or printing.

- D. ADVERTISING POSITIONING AT PUBLISHER'S DISCRETION: Orders for advertising containing restrictions or specifying positions, facings, editorial adjacencies or other requirements may be accepted and Published but such restrictions or specifications are at Publisher's sole discretion.
- E. LABELING OF ADVERTISEMENTS: Advertisements that simulate or resemble, or otherwise might not be obviously distinct from, editorial content must be clearly identified and labeled "ADVERTISEMENT" or any other label as determined by Publisher at the top of the advertisement, and Publisher may, in its discretion, so label such material and/or otherwise distinguish the style and/or presentation of such material.
- **F. INSERTS:** An accurate copy of any furnished insert must be submitted to Publisher for review prior to the printing of the insert. Publisher's review and/or approval of such copy does not release or relinquish Advertiser/Agency from its responsibilities hereunder. Publisher is not responsible for errors or omissions in, or the production quality of, furnished inserts. Advertiser and/or Agency shall be responsible for any additional charges incurred by Publisher arising out of Advertiser and/or Agency's failure to deliver furnished inserts pursuant to Publisher's specifications. In the event that Publisher is unable to Publish the furnished insert as a result of such failure to comply, Advertiser and/or Agency shall nevertheless remain liable for the space cost of such insert.

#### G. ERRORS IN OR OMISSIONS OF ADVERTISEMENTS:

In the event of Publisher's errors in or omissions of any advertisement(s). Publisher's liability shall be limited to a credit of the amount paid attributable to the space of the error/omission (in no event shall such credit exceed the total amount paid to Publisher for the advertisement), and Publisher shall have no liability unless the error/omission is brought to the Publisher's attention no later than 60 days after the advertisement is first Published. However, if a copy of the advertisement was provided or reviewed by Advertiser, Publisher shall have no liability. In no event will Publisher have any liability for errors or omissions caused by force majeure or errors in key numbers. In the event of a suspension of print publication due to computer, software, or network malfunction, congestion, repair, strike, accidents, fire, flood, storms, terrorist attacks, acts of war or any other cause or contingencies or force majeure beyond the reasonable control of Publisher, it is agreed that such suspension shall not invalidate

any advertising agreement but a) will give Publisher the option to cancel any advertising agreement, or if Publisher does not do so, b) upon resumption of print publishing, the agreement shall be continued and Publisher will have no liability for any errors or omissions or any damages or missed impressions caused by such suspension. IN NO EVENT WILL PUBLISHER HAVE ANY LIABILITY FOR ANY ADVERTISING CREATIVE OR PRINTING COSTS, ADMINISTRATIVE COSTS, AND/OR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND THE LIKE.

- H. TRADEMARKS: The titles and logos of the Business Journals and other publications Published by American City Business Journals, as well as the Websites and Apps Published or used by American City Business Journals, 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 American City Business Journals.
- I. WARRANTIES: INDEMNIFICATION: Advertiser and its Agency, if there be one, each represent and warrant that: (i) Advertiser's websites, mobile sites, applications, and/or similar services that are associated with advertising purchased under an IO shall contain all necessary consumer disclosures required by applicable federal, state and local laws, rules and regulations, including, but not limited to, a conspicuous link to a clear, accurate and up-to-date Privacy Policy (and Advertiser shall not violate the terms of such disclosures) 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 privacy laws, rules and regulations; (ii) it will not merge personally identifiable information with information previously collected as non-personally identifiable without robust notice of, and the end-user's prior affirmation (i.e., "opt-in") consent to, that merger; and (iii) any advertising or other material (including, but not limited to, product samples) submitted by Advertiser or Agency and/or created by Publisher on behalf of Advertiser or Agency, and any material to which such advertisement or other material links or refers, complies with all applicable laws and regulations and does not violate the personal or proprietary rights of, and is not harmful to, any person, corporation or other entity. As part of the consideration to induce Publisher to Publish such advertisement. Advertiser and its Agency, if there be one, each agrees jointly and severally to defend, indemnify and hold harmless Publisher, its parent, subsidiaries and affiliates, and each of their officers, directors, members, employees, contractors, licensees, agents, representatives, successors and assigns against any and all liability, loss, damage, and expense of any nature including, but not limited to, attorneys' fees (collectively, "Losses") arising out of any actual or potential claims for libel, invasion of privacy,



### Terms and conditions continued

harm, copyright, patent, or trademark infringement, and/or any other actual or potential claims or suits that may arise out of (a) the copying, printing, publishing, displaying, performing, distributing or transmitting of such advertisement; (b) any violation of the CAN-SPAM Act or other laws relating to Advertiser's advertisements, including, but not limited to, commercial messages e-mailed on Advertiser's behalf by Publisher; (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 Advertiser's advertisements; and/ or (e) a breach or alleged breach of its covenants, warranties and obligations under these advertising rate card contract terms and conditions. If the Publisher participated in the creation of an advertisement, the Publisher will indemnify Advertiser in connection with potential claims only to the extent it has agreed to do so in writing.

#### J. RESPONSIBILITY FOR PAYMENT OF ADVERTISING

BILLS: In the event an order is placed by an Agency on behalf of Advertiser, such Agency warrants and represents that it has full right and authority to place such order on behalf of Advertiser and that all legal obligations arising out of the placement of the advertisement will be binding on both Advertiser and Agency. Advertiser and its Agency, if there be one, each agrees to be jointly and severally liable for the payment of all bills and charges incurred for each advertisement placed on Advertiser's behalf. Advertiser authorizes Publisher, at its election, to tender any bill to Agency, and such tender shall constitute due notice to Advertiser of the bill and such manner of billing shall in no way impair or limit the joint and several liability of Advertiser and Agency. Any bill tendered by Publisher shall constitute an account stated unless written objection thereto is received by Publisher within ten (10) days from the rendering thereof. Payment by Advertiser to Agency shall not discharge Advertiser's liability to Publisher. The rights of Publisher shall in no way be affected by any dispute or claim between Advertiser and Agency. Advertiser and Agency agree to reimburse Publisher for its costs and attorneys' fees in collecting any unpaid advertising charges. Advertiser 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 Advertiser's behalf with the understanding that Agency may be paid a commission.

**K. NO ASSIGNMENT OF ADVERTISING:** Advertiser and its Agency may not use any advertising space either directly or indirectly for any business, organization, enterprise, product, or service other than that for which

the advertising space is provided by Publisher, nor may Advertiser or Agency authorize any others to use any advertising space.

L. REPUBLICATION OF ADVERTISEMENTS: Advertiser and Agency agree that any submitted advertisements Published in any Service hereunder, may, at Publisher's option, be republished, re-performed, retransmitted or otherwise reused by Publisher or its agents in any form in whole or in part in all media now in existence or hereafter developed, whether or not combined with material of others. The copyright in any advertisement created by Publisher is owned by Publisher and may not be otherwise used by Advertiser or third parties without Publisher's prior written consent.

M. ADVERTISING RATES: Publisher's Business Journal rates contained in advertising orders that vary from the rates listed herein shall not be binding on Publisher and the advertisements ordered may be inserted and charged for at the actual schedule of rates. Publisher's Business Journal rates and units of space are effective January 2015. Announcement of any changes in rates will be made thirty (30) days in advance of the closing date for the first issue affected by such new rates. Rates will be honored by Publisher until the current contract expires. Advertising rates are not contingent on Business Journal reaching any circulation or readership level that may be represented in Business Journal's marketing materials.

**N. SPECIAL PUBLICATIONS:** Certain special publications (e.g., The Book of Lists) produced and published by the Business Journals carry special rates and are non-cancellable once an agreement is signed.

**O. TERMS OF SALE:** Payment is due thirty (30) days from the date of invoice. All advertising production fees (if any) shall be billed and are immediately due in full within the first month of the advertising campaign. Interest may, at Publisher's discretion, be charged at a rate of 1.5% per month on past due balances. Publisher may at its option require cash in advance with order or change payment terms.

Q. DISCLAIMER: PUBLISHER 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 IN CONNECTION WITH THE DISPLAY, PERFORMANCE AND TRANSMISSION OF ADVERTISEMENTS ON PUBLISHER'S SERVICES. Without limiting the generality of the foregoing, Publisher disclaims all warranties and guarantees with respect to its Services, including, without limita-

tion, warranties and/or guarantees relating to: (a) the positioning or placement of advertisements on the Services, (b) advertising results on the Services; and (c) the accuracy of audience data, including, but not limited to, audience demographic data, audience size/reach data, etc. with respect to the Services.

R. ENTIRE AGREEMENT: The foregoing terms and conditions (and the Additional Terms set forth below) shall govern the relationship between Publisher and Advertiser and/or Agency. Publisher has not made any representations to Advertiser or Agency that are not contained herein. Unless expressly agreed to in writing and signed by an officer or senior executive of Publisher, no other terms or conditions in contracts, orders, copy, or otherwise will be binding on Publisher. Failure by Publisher to enforce any of these provisions shall not be considered a waiver of such provision.

### III. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO DIGITAL ADVERTISING PLACED ON PUBLISHER'S WEBSITES AND APPS

The placement of digital advertising on any of Publisher's Websites and Apps constitutes Advertiser's (and, if applicable, Agency's) agreement to the following terms: (These terms and conditions may be modified from time to time by Publisher; additional placement of digital advertising will constitute Advertiser's (and, if applicable, Agency's) agreement to any such modifications.)

A. SECTION II ADVERTISING TERMS AND CONDITIONS: For the purpose of clarification, the terms and conditions set forth in Section II above also apply to all digital advertisements Published on Publisher's Websites and Apps.

B. INTERACTIVE ADVERTISING BUREAU STANDARD TERMS AND CONDITIONS: Except to the extent modified below, the Interactive Advertising Bureau Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0 - Dec 2009 (http://www.iab.net/guidelines/508676/tscs3) ("IAB Terms") shall also apply to all digital advertisements Published on Publisher's Websites and Apps. To the extent the IAB Terms directly conflict with or are inconsistent with Sections III(A) or III(C) herein, Sections III(A) and III(C) shall govern with respect to digital advertising placed on Publisher's Websites and Apps. The IAB Terms are hereby modified as follows:

(i) Section II(d) of the IAB Terms is hereby modified by changing 24 hours to two (2) business days.

(ii) Section IX(c) of the IAB Terms is hereby modified by deleting the following in the last sentence: "provided that if Media Company has reviewed and approved such Ads prior to their use on the Site, Media Company will not immediately remove

such Ads before making commercially reasonable efforts to acquire mutually acceptable alternative Advertising Materials from Agency."

### C. ADDITIONAL DIGITAL ADVERTISING TERMS & CONDITIONS

1. IMPRESSION GUARANTEES: Publisher makes no guarantee or representation as to the quantity and/or quality of visits, impressions, circulation, or other usage of Publisher's Websites or Apps or of the advertisement, or as to the use of any particular tracking or information-gathering devices, unless Publisher expressly agrees otherwise in writing. Advertiser and Agency acknowledge and agree that advertisements and ad impressions Published on Publisher's Websites and/or Apps may be viewed by end users located in and/or outside the United States.

#### 2. ERRORS IN OR OMISSIONS OF ADVERTISEMENTS:

In the event of Publisher's errors in or omissions of any advertisement(s) on its Websites or Apps (including, but not limited to, errors or omissions involved in converting Advertiser's ads into an App), Publisher's sole liability shall be limited to a credit of the amount paid attributable to the space of the error (in no event shall such credit exceed the total amount paid to Publisher for the advertisement), and Publisher shall have no liability unless the error/omission is brought to the Publisher's attention no later than 5 days after the advertisement is first Published. However, if a copy of the advertisement was provided or reviewed by Advertiser, Publisher shall have no liability. IN NO EVENT WILL PUBLISHER HAVE ANY LIABILITY FOR ANY ADVERTISING CREATIVE OR PRINTING COSTS, ADMINISTRATIVE COSTS, AND/OR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES WHATSOEVER. INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND THE LIKE.

3. ADDITIONAL ADVERTISER WARRANTIES: **INDEMNITIES:** In addition to the warranties set forth in Section II above. Advertiser and its Agency, if there be one, each represent and warrant that: (i) none of the advertisements, ad tags (if any) or any other materials provided to Publisher for display on its Websites or Apps cause the download or delivery of any software application, executable code, any virus or malicious or social engineering (e.g., phishing) code or features: (ii) it will not conduct or undertake, or authorize any third party to conduct or undertake, any unlawful or improper actions in connection with the Websites or Apps, including, but not limited to, generating automated, fraudulent or otherwise invalid clicks or impressions on Publisher's Websites or Apps, or collecting data contrary to applicable laws or regulations or Publisher's Privacy Policy and/or these terms and conditions or Publisher's Third Party Data Collection Policy (referenced in Section 5 below); and (iii) it will comply with all applicable self regulatory behavioral targeting principles, including,





### Terms and conditions continued

but not limited to, the Digital Advertising Alliance and Network Advertising Initiative self regulatory behavioral targeting principles. In addition to the indemnification obligations of Advertiser/Agency set forth in Section II above, Advertiser and its Agency, if there be one, each agrees jointly and severally to defend, indemnify and hold harmless Publisher its parent, subsidiaries and affiliates, and each of their officers, directors, members, employees, contractors, licensees, agents, representatives successors and assigns against any and all Losses (as defined in Section II above) that may arise from or relate to: (a) the linkage of any advertisement on Publisher's Website and/or Apps to other material; or (b) a breach or alleged breach of Advertiser's warranties set forth in this Section 3.

4. ADDITIONAL DISCLAIMER: In addition to the disclaimers set forth in Section II above, and without limiting the generality of the foregoing, Publisher disclaims all warranties and guarantees with respect to its Websites and Apps, including, without limitation, warranties and/ or guarantees relating to: (a) the availability, uptime and delivery of any impressions or advertisements on any of Publisher's Websites or Apps: and (b) the quantity. quality or frequency of clicks or click-through rates of advertisements on the Websites and Apps. Advertiser acknowledges that third parties other than Publisher may generate automated, fraudulent or otherwise invalid/improper impressions, conversions, inquiries, clicks or other actions on Advertiser's advertisements displayed on Publisher's Websites or Apps. As between Advertiser and Publisher, Advertiser accepts the risk of any such improper actions. Advertiser's exclusive remedy for such suspected improper actions is for Advertiser to request a refund relating to its impacted advertisements in the form of advertising credits on the applicable Website or App within thirty (30) days from the end of the calendar month in which such advertisement is initially displayed on the applicable Website or App. Any advertising credit refunds in connection with the Advertiser's aforementioned requests are within the sole discretion of Publisher.

**5. DATA COLLECTION:** To the extent Advertiser and/ or Agency collects or obtains data from any Publisher owned or operated Website or App, whether collected or received via an advertising unit, widget, pixel tag, cookie, clear gif, HTML, web beacon, script or other data collection process, including without limitation "clickstream" or "traffic pattern" data, or data that otherwise relates to usage of the Website and/or App, user behavior, and/or analytics, Advertiser and/or Agency is subject to the then-current version of Publisher's Third Party Data Collection Policy, which is incorporated

herein by reference (a copy of which is available upon request).

**6. MAKEGOODS:** All makegoods relating to digital advertising on Publisher's Websites and Apps shall be determined by Publisher in accordance with Publisher's makegood policy.



