



# Rates and Products

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

## DALLAS BUSINESS JOURNAL

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Questions? Contact Clint Tenney at [ctenney@bizjournals.com](mailto:ctenney@bizjournals.com)

# Display advertising rates

Ad Size	Open	20K	40K	60K	80K	100K	125K
<b>2 page spread</b>		\$13,220	\$11,235	\$10,385	\$9,090	\$8,335	\$7,545
<b>Full page</b>	\$10,350	\$7,345	\$6,240	\$5,770	\$5,050	\$4,625	\$4,190
<b>Island</b>	\$8,525	\$6,065	\$5,155	\$4,765	\$4,175	\$3,825	\$3,465
<b>1/2 page</b>	\$7,030	\$5,005	\$4,255	\$3,935	\$3,445	\$3,155	\$2,855
<b>3/8 page</b>	\$5,710	\$4,060	\$3,450	\$3,190	\$2,795	\$2,585	\$2,365
<b>1/4 page</b>	\$4,780	\$3,415	\$2,865	\$2,700	\$2,300	\$2,105	\$1,925
<b>1/8 page</b>	\$3,000	\$2,130	\$1,795	\$1,695	\$1,445	\$1,330	\$1,215

ADDITIONAL AD SIZES (All prices below include 4-color)

Ad Size	Open	20K	40K	60K	80K	100K	125K
<b>Belt</b>	5,620	4,040	3,435	3,175	2,775	2,545	2,310
<b>Strip Centerpiece</b>	5,110	3,675	3,120	2,890	2,525	2,320	2,100
<b>Towers</b>	5,320	3,820	3,245	3,005	2,630	2,410	2,185
<b>Triangle</b>	4,600	3,305	2,805	2,600	2,280	2,080	1,885
<b>U-Shape</b>	7,765	5,580	4,740	4,385	3,840	3,520	3,185
<b>Wave</b>	3,680	2,340	2,190	2,020	1,775	1,620	1,475
<b>List Strip</b>	3,210	2,300	1,925	1,800	1,545	1,425	1,295
<b>Front cover logo</b>	1,500	1,000	1,000	1,000	1,000	1,000	1,000

All prices are net and include 4-color

## Volume discounts

Volume discounts are determined by combining the dollar value of print and digital insertions in Dallas 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, 2017, 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 Dallas 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.



# Digital advertising rates

Our digital opportunities are efficient, powerful, cost-effective ways to extend your reach to your best new business prospects.

## Run of site (DallasBusinessJournal.com) monthly sponsorships. Includes 300x250px, 728x90px, and mobile 320x50 banner.

	Open	\$10,000	\$20,000	\$40,000	\$60,000	\$80,000	\$100,000	\$125,000+	Notes
<b>400,000 impressions</b>	\$9,270	\$8,346	\$7,481	\$6,663	\$6,419	\$6,208	\$6,084	\$5,962	
<b>330,000 impressions</b>	\$8,294	\$7,532	\$6,405	\$5,714	\$5,510	\$5,321	\$5,214	\$5,110	
<b>200,000 impressions</b>	\$5,529	\$4,771	\$4,274	\$3,806	\$3,674	\$3,547	\$3,477	\$3,407	
<b>130,000 impressions</b>	\$4,147	\$3,576	\$3,207	\$2,857	\$2,755	\$2,660	\$2,607	\$2,555	
<b>80,000 impressions</b>	\$2,764	\$2,391	\$2,131	\$1,909	\$1,837	\$1,774	\$1,738	\$1,703	Runs for 2 weeks
<b>50,000 XL impressions</b>	\$2,750	\$2,382	\$2,123	\$1,901	\$1,830	\$1,767	\$1,731	\$1,696	Must be purchased with any ROS package (if purchased 80k package it will run 2 weeks)
<b>Business Pulse</b>	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	Must be purchased with 130k impression package or higher
<b>Special Section</b>	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	Must be purchased with 130k impression package or higher
<b>People on the Move</b>	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	Must be purchased with 130k impression package or higher

All impressions served on web and mobile platforms with proportional delivery based of usage of each platform.

All packages except 80k impressions run 30 days.

As units can include video at no extra charge.

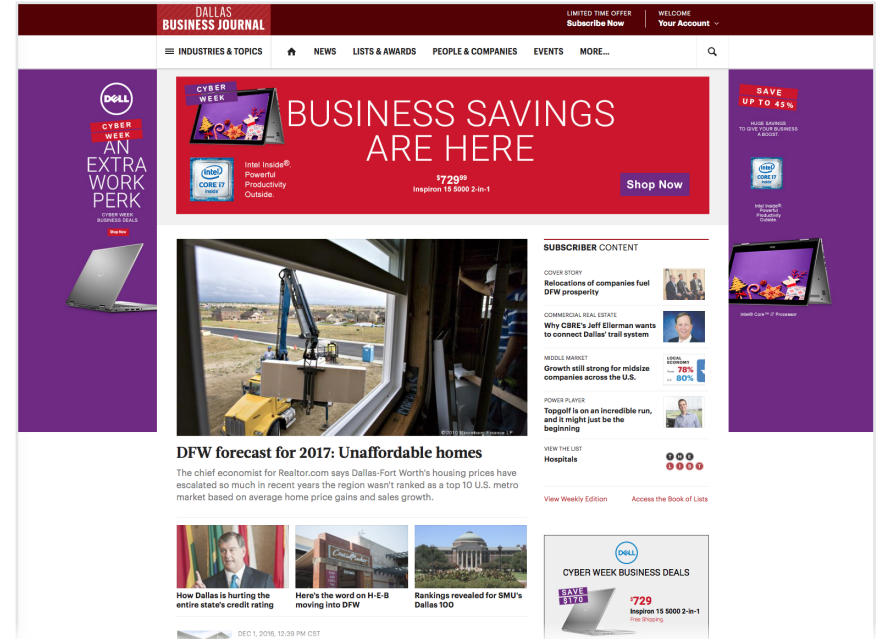


# Homepage takeover

Runs five consecutive business days, must be purchased with **130,000 Run of Site package or higher, 100% share of voice. Can include video at no extra charge.**

(Example found at [http://bit.ly/Homepage\\_Takeover](http://bit.ly/Homepage_Takeover))

	Cost	Ad unit
<b>59,000 impressions</b>	\$3,500	970x418 / 970x66 pushdown, 300 x250, 1600x660 skin
Estimated		

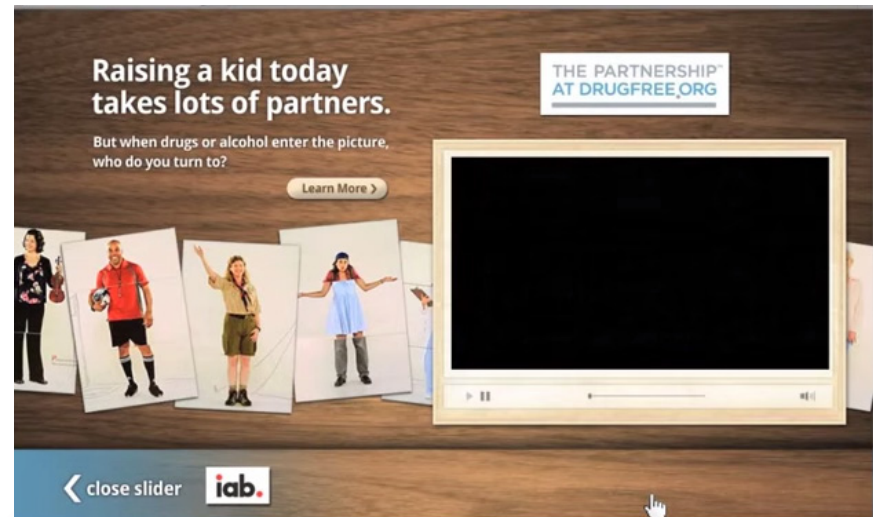


# Bottom line/slider

Runs 30 days, served to one unique user per day. Can include video at no extra charge.

(Example found at <http://bit.ly/BottomLineSlider>)

	Cost	Ad unit
<b>90,570 impressions</b>	\$3,620	1034x90/1034x30 for bottom line, 950x90/950x460 for slider



# Dallas Business Journal Morning Edition

The Dallas Business Journal Morning Edition email is a morning round up of Dallas's business news and reaches more than 19,500 email in-boxes every day.

Weekly Cost	Open	\$20K	\$40K	\$60K	\$80K	\$100K	\$125K
<b>Top</b>	\$4,333	\$3,370	\$2,888	\$2,503	\$2,311	\$2,118	\$1,926
<b>Middle</b>	\$3,370	\$2,696	\$2,311	\$2,214	\$2,012	\$1,829	\$1,733
<b>Bottom</b>	\$1,926	\$1,540	\$1,232	\$1,155	\$1,078	\$863	\$809
<b>Upper 1090 + text</b>	\$1,926	\$1,540	\$1,232	\$1,155	\$1,059	\$963	\$867
<b>Middle 1090 + text</b>	\$1,444	\$1,155	\$982	\$867	\$809	\$687	\$607

Sign up for the free Morning Edition at [DallasBusinessJournal.com](http://DallasBusinessJournal.com)



# Dallas Business Journal Afternoon Edition

The Dallas Business Journal Afternoon Edition delivers top stories and news alerts to more than 23,500 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	Open	\$20K	\$40K	\$60K	\$80K	\$100K	\$125K
<b>Top Banner 728x90</b>	\$4,952	\$3,852	\$3,302	\$2,861	\$2,641	\$2,421	\$2,201
<b>Middle Banner 728x90</b>	\$3,852	\$3,082	\$2,641	\$2,531	\$2,311	\$2,091	\$1,981
<b>Lower Banner 720x90</b>	\$2,201	\$1,761	\$1,409	\$1,321	\$1,233	\$986	\$924
<b>Upper Logo + Text</b>	\$2,201	\$1,761	\$1,409	\$1,321	\$1,211	\$1,101	\$990
<b>Middle Logo + Text</b>	\$1,651	\$1,321	\$1,123	\$990	\$924	\$786	\$693

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

## Subscriber stats

56%

receive 1 or more Business Journal email updates

62%

pass along an email update to other people

85%

say email influenced purchase decisions at their company

42%

work at companies with gross annual sales of \$5M-25M+

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



# Breaking News

## Product Details

Breaking News alerts are the #1 reason readers access bizjournals.com\*.

This highly engaged audience wants to know the moment major local business news happens. From mergers and acquisitions to earnings reports and real estate deals, readers count on their Breaking News alerts to stay ahead of the competition.

\* The Business Journals Subscriber Study, 2014

## Sponsorship Includes:

### Benefits:

- Exclusivity reaching over 28,300 subscribers
- Client logo and ad positioned around the latest breaking news
- Email open rates that are double that of industry standards

### Features:

- 728x90 ad unit on the Breaking News email
- Logo placement with “sponsored by” text
- Minimum of six breaking news emails each quarter

### Annual sponsorship

\$5,667 per month

### Six month sponsorship

\$6,167 per month

### Three month sponsorship

\$6,800 per month

The screenshot shows an email header for Dallas Business Journal. The subject line is "Exclusive: Lender's failure triggered Forest Park's closure in Dallas". The email body contains a short paragraph about the closure of Forest Park's flagship hospital and a link to "Read the full story". Below the main content is a "BANNER AD" placeholder. At the bottom, there is a "Cancel Email Subscription" link and a footer with contact information and a copyright notice for 2015 American City Business Journals, Inc.

Sign up for the Breaking News Alerts at  
**DallasBusinessJournal.com**



# Energy Inc

distributed throughout the state of Texas

The Energy Inc email update has an edge in the energy industry and boasts over 22,600 subscribers. Energy Inc features all the latest energy news and a comprehensive coverage of the industry in the region.

## About

- » Subscriber based product with a focus on energy news.
- » Sent out Mondays
- » Opt-in audience
- » Month long sponsorship

## Title Sponsor: \$5000/month

Newsletter Top Banner and Logo  
400,000 Co-branded ROS promotional impressions across all 4 Texas websites

## Upper Skybox Sponsor: \$4275/month

Newsletter Upper Skybox  
75,000 Energy Section Impressions across all 4 Texas websites

## Middle Banner Sponsor: \$3525/month

Newsletter Middle Banner  
75,000 Energy Section Impressions across all 4 Texas websites

## Lower Skybox Sponsor: \$3150/month

Newsletter Lower Skybox  
75,000 Energy Section Impressions across all 4 Texas websites

## Lower Banner Sponsor: \$1125/month

Newsletter Lower Banner  
75,000 Energy Section Impressions across all 4 Texas websites

**ENERGY INC. TEXAS EDITION**

September 6, 2016

LOGO

TOP BANNER

Powered by AdChoices

**THIS WEEK IN TEXAS ENERGY**

Texas saw multibillion-dollar energy deals, executive transitions and more over the past week. One major Texas-based energy company will be bought by a Canadian company for \$38 billion, while another is buying a private energy company for \$2.5 billion. A Houston energy company CEO stepped down late last week, while Cheriene's former top female exec started the week by joining a new company. Read about these stories and more in Energy Inc. Texas edition.


Sign up for Energy Inc.

**UPPER SKYBOX**

Powered by AdChoices

**Major Texas energy co. to be bought in \$28 billion deal**

The combined company, valued at about \$127 billion, would be the largest energy infrastructure company in North America, the companies say.



**ENERGY BUSINESS PULSE SURVEY:**

Would you use mobile pay at a gas station?

**MIDDLE BANNER**

Powered by AdChoices

**NATIONAL ENERGY NEWS**

Charlotte Business Journal  
[Lawsuit over Duke Energy's firing of CEO after Progress energy headed to trial](#)

Atlanta Business Chronicle  
[Transco seeks to condemn 456 acres for new Georgia pipeline](#)

Minneapolis Business Journal  
[Enbridge calls off fight for Sandpiper pipeline to Superior](#)

Columbus Business First  
[AEP close to deal for Ohio power plants: 'We've had robust interest'](#)

Pittsburgh Business Times  
[Complete coverage: Shell's ethane cracker decision](#)

**Lower Skybox**

Powered by AdChoices

**Lower Banner**

Powered by AdChoices

Sign up for Energy Inc. at  
**DallasBusinessJournal.com**





# Tech Flash

Tech Flash is an email newsletter distributed weekly that reaches over 4,400 subscribers daily, and delivers all the breaking news, information and resources you need to stay informed about the tech, and startup communities in the Dallas/Fort Worth region.

**Title Sponsor:** \$4,000/month

Newsletter Top Banner + Logo  
154,500 impressions around tech content on the Dallas Business Journal website.

**Upper Skybox Sponsor:** \$3400/month

Newsletter Upper Skybox  
131,000 impressions around tech content on the Dallas Business Journal website.

**Middle Banner Sponsor:** \$2980/month

Newsletter Middle Banner  
118,500 impressions around tech content on the Dallas Business Journal website.

**Lower Banner Sponsor:** \$2770/month

Newsletter Lower Banner  
112,000 impressions around tech contents on the Dallas Business Journal website.

3 month commitments give industry exclusivity.

The screenshot displays the layout of the TechFlash newsletter. At the top, a grey banner labeled '728X90 BANNER' is shown. Below it is the TechFlash logo with the tagline 'powered by the Dallas Business Journal'. To the right of the logo is a 'LOGO' placeholder. The main content area features three article teasers: 'AT&T continues move into media with acquisition', 'That logic is exactly backwards: AT&T builds case to FCC', and 'GameStop misses its own sales estimates with Q3 earnings'. To the right of these teasers is a profile for Shawn Shinneman, Staff Writer, with his contact information and a placeholder for an 'UPPER SKYBOX' ad. Below the articles is a 'MIDDLE BANNER' placeholder. The bottom section contains social media links for Facebook, Twitter, LinkedIn, and Google+, followed by a list of 'Dallas Business Events' and 'Companies in the News' including Jetstar, Wells Fargo, IBM, Uber, Amazon, Microsoft, Apple, Google, and Sprint. At the very bottom is a 'LOWER BANNER' placeholder.

Sign up for Tech Flash at <http://bizj.us/156g9j>



# Residential Real Estate advertising

## Home of the Day | Online

Home of the Day is a unique opportunity to showcase your client's high-end luxury property each month to over 447,796 affluent home buyers in the Dallas market.

### Your Home of the Day property showcase includes:

- » Up to 15 high resolution property photos so users can explore each listing room-by-room
- » Agent 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

### Home of the Day promotion includes:

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

### Pricing:

- » \$500/listing for 30 days
- » \$425/listing per month for 90 days
- » Discounts available for annual agreements/multiple market commitments

The screenshot shows the Dallas Business Journal website. At the top, there's a navigation bar with 'DALLAS BUSINESS JOURNAL' and 'LIMITED TIME OFFER' buttons. Below the navigation, there are several news snippets. The main content area features a 'SPONSOR LISTING' for 'Home of the Day: Contemporary New Build on 70x160 Lot'. The ad includes a photo of a modern house, a 'VIEW GALLERY' button, and text: 'Home of the Day is presented by the Dallas Business Journal with Briggs Freeman Sotheby's International Realty. This is your invitation to view some of Dallas's most-luxurious properties. Come inside and take a look around. Click on the gallery image to view today's featured property.' Below the photo, it says 'University Heights 3300 Bryn Mawr Drive, University Park, TX 75225 | \$2,749,000' and 'Amazing new construction by well renowned architect, Tom Reisenbichler. This home is on a generous 70x160 lot and boasts 5 large bedrooms, 6.2 baths, four...'. To the right of the ad is a sidebar with a 'loom & leaf' advertisement for a 'Perfect luxury, comfort & support' bed.



# Commercial Real Estate advertising

## Bizspace Property Spotlight | Online

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:

15 property spotlights available per month, per market (43 markets available)

property highlight	3 month commitment price per spot per month	6 month commitment price per spot per mont	1 year commitment price per spot per mont
2 to 5	\$900	\$800	\$700
6+	\$800	\$700	\$600

The screenshot shows a news article from the Dallas Business Journal. The main headline is "Bizspace Property Spotlight: Shake Shack® to open first North Texas location at The Crescent®". Below the headline, there is a "VIEW GALLERY" button and a photo of the Shake Shack restaurant. To the right, there is a sidebar with an advertisement for "loom & leaf" featuring a "75-DAY HOME TRIAL" and a "SHOP LAL" button. The article text is partially visible, mentioning "The critically acclaimed, modern day 'roadside' burger spot which began in 2001 as a hot dog cart in New York City".



# 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

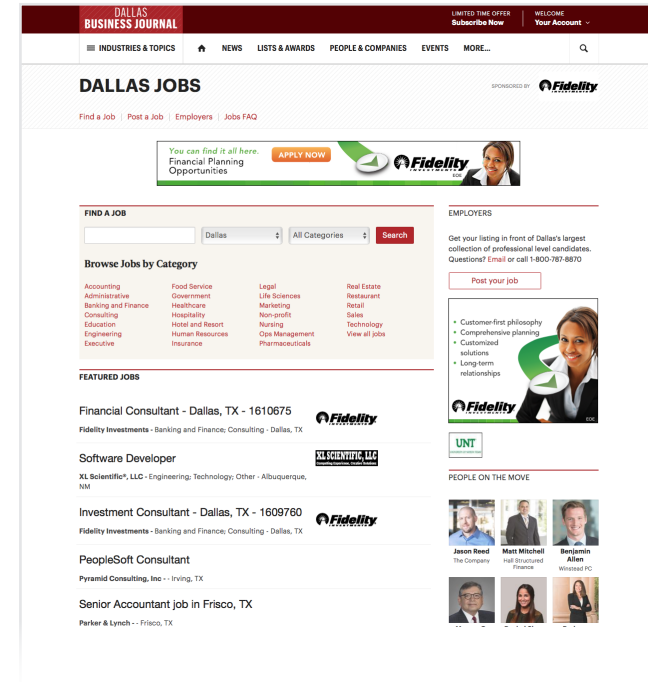
- » 5 featured online job postings for \$1,500
- » 10 featured online job postings for \$2,500
- » Can be used all at once or spread over a year
- » Multi-market and custom packages also available

## 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.



# Book of Lists

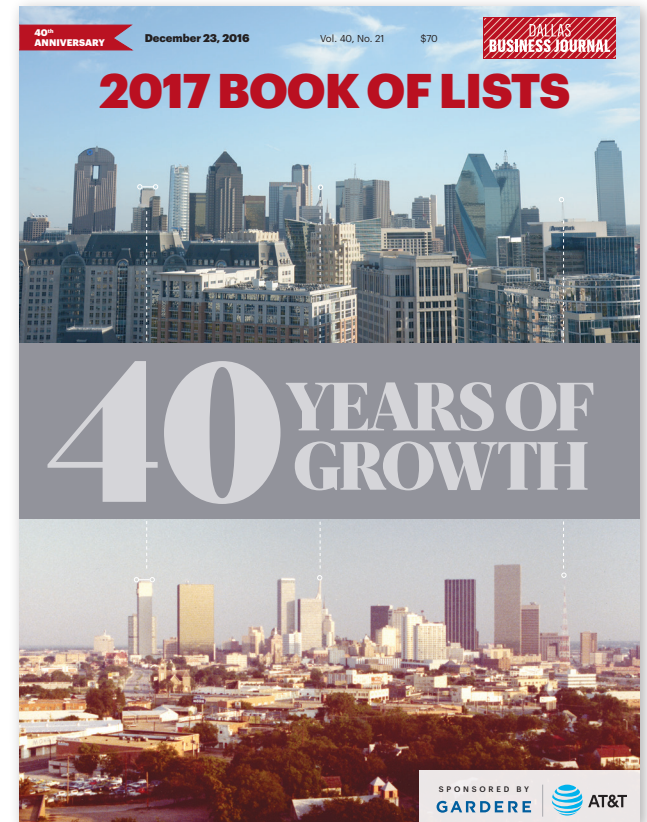
## Advertising

Dallas's most valuable business reference guide and the one publication readers turn to throughout the year. It's a compilation of Dallas Business Journal's weekly lists and is full of important information about North Texas 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	Open	Contract
<b>2 Page Spread</b>	\$18,500	\$15,000
<b>Back Cover</b>	\$16,250	\$13,500
<b>Inside Cover</b>	\$14,660	\$12,000
<b>Chapter Sponsorship</b>	\$16,250	\$13,000
<b>Full Page</b>	\$12,750	\$10,500
<b>Half Page</b>	\$8,050	\$6,600
<b>Quarter Page</b>	\$5,950	\$4,900
<b>Strip Ad</b>	\$4,750	\$3,900

## Additional sponsorship opportunities available

Ask your Account Executive for details



Ask your account executive about being featured on the cover of the 2018 Book of Lists.



# Channel & Classified advertising rates

## Marketplace Print rates

Ad size	Actual dimensions Wide x Tall	Open B&W	Open Color	\$20K B&W	\$20K Color	\$40K B&W	\$40K Color	\$80K B&W	\$80K Color
<b>1/2 Block</b>	1.5" W X 3.25" T	\$350	\$400	\$265	\$315	\$200	\$250	\$145	\$195
<b>1 Block</b>	3" W X 3.25" T	\$585	\$635	\$440	\$490	\$350	\$400	\$265	\$315
<b>2 Block</b>	3" W X 6.75" T	\$1,180	\$1,255	\$885	\$960	\$710	\$785	\$470	\$545
<b>3 Block</b>	3" W X 10.25" T	\$1,765	\$1,840	\$1,325	\$1,400	\$1,060	\$1,135	\$710	\$785
<b>4 Block</b>	3" W X 13" T	\$2,350	\$2,425	\$1,760	\$1,835	\$1,415	\$1,490	\$945	\$1,020
<b>6 Block</b>	9.5" W X 6.75" T	\$3,530	\$3,630	\$2,645	\$2,745	\$2,125	\$2,225	\$1,415	\$1,515
<b>8 Block</b>	6.25" W X 13" T	\$4,700	\$4,800	\$3,520	\$3,620	\$2,820	\$2,920	\$1,885	\$1,985
<b>9 Block</b>	9.5" W X 10.5" T	\$5,290	\$5,390	\$3,965	\$4,065	\$3,175	\$3,275	\$2,120	\$2,220
<b>12 Block</b>	10" W X 13" T	\$7,055	\$7,180	\$5,290	\$5,415	\$4,235	\$4,360	\$2,820	\$2,945

**Line Ads, Legal and Public Notices:** \$30 per line, 5 line minimum. (Based on Helvetica Condensed 8-point type in a 1.5-inch column)

All prices are net and include 4-color

## 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 19,500 subscribers

*Volume discounts available for multiple listings.*



# Inserts

## Free-standing inserts

Dallas 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 2016 circulation of 15,276. 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.

Prices are per thousand. All rates are net.

52x rate	26X rate	13X rate	Open rate
\$850	\$1,200	\$1,625	\$2,400

**Ask about the Dallas  
Business Journal's  
Print & Deliver Program**  
tmerzi@bizjournals.com



# Weekly lists

Dallas Business Journal's weekly lists are compiled with information about the top local companies in specific industries. The lists are a mixture of self-reported information, original research conducted by Dallas Business Journal and established third-party sources.

## Weekly list topics

See the 2017 Production Calendar »

## Secure space near a list in the Book of Lists

Take advantage of up to 60% off the regular newspaper rate when you advertise in both the newspaper when the list comes out, and again in the Book of Lists for year round exposure.

DALLAS BUSINESS JOURNAL

Researched by Erin Amburgey-Sood  
214-706-7100, @DBJErin,  
esood@bizjournals.com

## THE LIST

### NORTH TEXAS COLLEGES AND UNIVERSITIES

RANKED BY TOTAL 2014 FALL ENROLLMENT

School Website	Address Phone	Total enrollment Fall 2014	Full-time undergraduate enrollment 2014 (Fall)	Attendance Fall 2014 (week-over-week)	Percent of enrollment	President
1 University of North Texas <a href="#">unt.edu</a>	175 Union Circle, #111100, Denton, TX 76206-5615-3000	38,216	27,183	1,109	NA	Neal Smolenski
2 University of Texas at Arlington <a href="#">uta.edu</a>	701 N. Hamilton Ave., Arlington, TX 76010-8177-2014	34,899	15,519	1,058	23.26	Victoria M. Karkhan
3 The University of Texas at Dallas <a href="#">utdallas.edu</a>	800 W. Camp 75020, Richardson, TX 75080-3029	21,095	11,630	1,256	59.46	David Daniel
4 Texas Woman's University <a href="#">twu.edu</a>	P.O. Box 437380, Denton, TX 76204-8088-6100	15,063	6,795	940	89.18	Carrie Peyton
5 Texas A&M University-Commerce <a href="#">tamuc.edu</a>	2600 S. Heat St., P.O. Box 9015, Commerce, TX 75429-9000-2000	12,112	5,379	977	81.24	Dan Jones
6 Southern Methodist University <a href="#">smu.edu</a>	6425 Ross Lane, P.O. Box 751000, Dallas, TX 75275-1000	11,372	6,193	1,308	61.92	R. Gerald Turner
7 Texas Tech University <a href="#">ttu.edu</a>	2800 S. University Ave., Lubbock, TX 79409-7120-7810	10,833	6,338	1,774	40	Victor Bonnell
8 Dallas Baptist University <a href="#">dbu.edu</a>	3000 Mountain Creek Blvd., Dallas, TX 75211-214-515-5160	5,445	2,397	1,124	128.8	Gary Cook
9 Texas Wesleyan University <a href="#">twu.edu</a>	1201 Wesleyan St., Fort Worth, TX 76102-9000-2000	2,606	1,424	991	158.8	Fredrick Sabath
10 University of Dallas <a href="#">utdallas.edu</a>	1841 E. Northgate Rd., Irving, TX 75039-2000	2,548	1,313	1,214	110.5	Thomas Searle
11 UT Southwestern Medical Center <a href="#">utsouthwestern.edu</a>	5323 Harry Hines Blvd., Dallas, TX 75235-2100	2,310	NA	NA	231.0	Daniel Pataky
12 UNT Health Science Center <a href="#">unthealthsciencecenter.org</a>	1500 Camp Rocke Fort Worth, TX 76107-888-937-7240	2,100	NA	NA	NA	Michael Williams
13 Southwestern Assemblies of God University <a href="#">swau.edu</a>	1200 Spanglers St., Waco, TX 76798-1240	1,984	1,445	1,200	72.2	Kenneth Bridges
14 Amberton University <a href="#">amberton.edu</a>	1700 Empress Drive, Dallas, TX 75244-977-274-0111	1,382	136	NA	NA	Melinda Reagan
15 DeVry University - Irving Campus <a href="#">devry.edu</a>	4800 Regent Blvd., Irving, TX 75038-880-837-8377	1,347	392	NA	NA	John Stuart
16 Parker University <a href="#">parker.edu</a>	2545 Walnut Hill Lane, Dallas, TX 75244-924-1024	1,005	153	NA	NA	Brian McAuley
17 Dallas Christian College <a href="#">dcc.edu</a>	2700 Christian Hwy., Dallas, TX 75244-924-1024	311	235	1,393	150	Brian Smith

\*17th's figures include enrollment figures for the Institute of Health Sciences - Dallas Campus.

% OF UNDERGRADUATE FEMALES, 2014		STUDENTS ENROLLED IN ONLINE CLASSES, FALL 2014		TOTAL GRADUATE ENROLLMENT, FALL 2014	
Texas Woman's University	89	University of Texas at Dallas	6,735	The University of Texas at Dallas	5,962
Parker University	64	University of Texas at Arlington	4,090	University of Texas at Arlington	4,255
Amberton University	61	Texas A&M University-Commerce	3,809	Texas A&M University-Commerce	3,345
Texas Christian University	60	Texas Woman's University	2,288	Texas Woman's University	2,288
Texas A&M University-Commerce	59	Dallas Baptist University	850	Southern Methodist University	2,249
Dallas Baptist University	56	Amberton University	741	UT SW Medical Center at Dallas	2,210
University of Texas at Arlington	56	SW Assemblies of God University	586	Texas Woman's University	2,036
University of Dallas	55	University of Dallas	463	Texas Christian University	1,214
SW Assemblies of God University	51	Southern Methodist University	196	Parker University	713
Southern Methodist University	50	The University of Texas at Dallas	61	Dallas Baptist University	665
Texas Wesleyan University	49	Dallas Christian College	52	Amberton University	480
The University of Texas at Dallas	43	Texas Wesleyan University	40	Texas Wesleyan University	457
Dallas Christian College	43	Parker University	36	University of Dallas	406
DeVry University - Irving Campus	36			DeVry University - Irving Campus	72

**» CLOSER LOOK**

**PERCENT OF STUDENTS RECEIVING SOME FORM OF FINANCIAL AID**

Dallas Christian 98

Parker University 98

Dallas Christian 98

SW Assemblies of God University 95

University of Dallas 94

UT SW Medical Center at Dallas 90

University of Dallas 90

Texas Wesleyan University 89

Dallas Baptist University 77

Texas Christian University 75

Southern Methodist University 73

University of Dallas 68

University of Texas at Arlington 68

The University of Dallas 65

Texas Woman's University 63

**ABOUT THE LIST**

Information was obtained from school representatives and could not be independently verified by the Dallas Business Journal. UNT Dallas, Paul Quinn College, Fisher Moore College and Southwestern Baptist Theological Seminary did not respond to our inquiries by deadline. Only those that responded to our inquiries were listed. In case of ties, companies are listed alphabetically. Note that at the time of publication, the ranking numbers were not verified by the Texas Higher Education Coordinating Board. **NOTE:** NA = not applicable, not available or not reported. \* indicates school was not ranked in prior year.

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**WANT TO BE ON THE LIST?**

If you wish to be surveyed when The List is next updated, or if you wish to be considered for other lists, email your contact information to Erin Amburgey-Sood at [esood@bizjournals.com](#).

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Top 25 Lists



# Deadlines and cancellations

## Weekly newspaper

Dallas Business Journal publishes weekly, 52 times a year, on Fridays. Premium positions are sold on a first-come basis. Deadlines for the Dec. 29 issue are two weeks earlier than the deadlines below. Please see the 2017 Production Calendar for other deadline exceptions.

Section/advertising type	Deadline
General display advertising insertion	Wednesday, 9 days prior to publication
Classified advertising insertion	Wednesday, 9 days prior to publication
Cancellation	Wednesday, 9 days prior to publication
Workup information due	Wednesday, 9 days prior to publication
Camera-ready artwork due	Friday, 1 week prior to publication

## Special sections and publications

Special sections and publications such as Best Places to Work, Best Real Estate Deals, and Women in 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, 3 weeks prior to publication
Workup information due	Friday, 3 weeks prior to publication
Camera-ready artwork due	Friday, 2 weeks prior to publication
Cancellation	Friday, 4 weeks prior to publication

## Free-standing inserts

Inserts for the weekly newspaper

	Deadline
Reservation	21 days prior to publication.
Delivery	7 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	Tuesday, November 1
Camera-ready artwork due	Monday, November 7
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 other client of Agency, and/or (b) refuse to Publish 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 (found at [http://www.iab.net/media/file/IAB\\_4As-tsandcs-FINAL.pdf](http://www.iab.net/media/file/IAB_4As-tsandcs-FINAL.pdf)) ("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.

