

# Rates and Products

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

# Display advertising rates

Ad size	\$125,000+	\$100,000	\$80,000	\$60,000	\$40,000	\$20,000	\$10,000	Open rate
2 page spread	\$6,724	\$7,353	\$8,618	\$10,311	\$13,128	\$14,703	\$16,316	\$18,104
1/2 spread	\$4,770	\$5,145	\$6,500	\$7,202	\$9,409	\$10,812	\$11,766	\$12,843
Full page	\$3,954	\$4,326	\$5,069	\$6,067	\$7,723	\$8,649	\$9,599	\$10,650
3/4 page	\$3,879	\$4,202	\$4,890	\$5,801	\$7,465	\$7,606	\$8,955	\$9,935
Island	\$3,129	\$3,372	\$4,063	\$4,627	\$5,880	\$7,095	\$7,720	\$8,426
1/2 page	\$2,649	\$2,858	\$3,611	\$4,001	\$5,228	\$6,006	\$6,535	\$7,134
3/8 page	\$2,300	\$2,435	\$3,014	\$3,372	\$4,337	\$5,213	\$5,674	\$6,192
1/4 page	\$1,573	\$1,767	\$2,060	\$2,467	\$3,148	\$3,565	\$3,880	\$4,234
1/8 page	\$957	\$1,059	\$1,252	\$1,418	\$1,812	\$2,063	\$2,246	\$2,451
List strip ad	\$1,336	\$1,503	\$1,664	\$2,096	\$2,676	\$3,030	\$3,298	\$3,599

\*All rates are net per insertion.

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

Ad size	\$125,000+	\$100,000	\$80,000	\$60,000
Silent Cover Ad Pckg. (must run with quarter page ad or larger)	\$1,000	\$1,000	\$1,000	\$1,000
Belt	\$1,515	\$1,767	\$2,060	\$2,467
Centerpiece Towers	\$2,449	\$2,858	\$3,611	\$4,001
Triangle	\$2,449	\$2,858	\$3,611	\$4,001

#### **Additional Charges**

Guaranteed Position Back cover: 15% | Inside: 15% (contract rate) 15% (open rate)

Front Cover Stick-on \$3,838 (Requires purchase of 1/4 page ad or larger in same issue)

#### **Volume discounts**

Volume discounts are determined by combining the dollar value of print and digital insertions in South Florida 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 South Florida 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.





# Channel & Classified advertising rates

Ad size	52x rate	26x rate	13x rate	6x rate	1x rate
1x1	\$98	\$126	\$155	\$193	\$228
1x2	\$196	\$253	\$310	\$385	\$456
1x3	\$294	\$380	\$465	\$577	\$684
2x2	\$392	\$507	\$620	\$770	\$913
2x3	\$588	\$760	\$930	\$1,155	\$1,369
2x4	\$784	\$1,014	\$1,240	\$1,540	\$1,825
3x3	\$882	\$1,140	\$1,395	\$1,732	\$2,058
2x5	\$990	\$1,267	\$1,550	\$1,920	\$2,285
2x6	\$1,181	\$1,521	\$1,855	\$2,303	\$2,740
3x5	\$1,470	\$1,900	\$2,326	\$2,888	\$3,422

\*All rates are net per insertion.

### **Business Marketplace\***

Showcase your services in this weekly section. Dimensions: 1 block = 3.2" wide x 3" tall

Ad size	52x rate	26x rate	13x rate	6x rate
1 block	\$216	\$281	\$336	\$397

<sup>\*</sup>All rates are per insertion

### For Sale or Lease\*

Dimensions: 1 block = 3.2" wide x 2" tall. You may stack blocks.

Ad size	52x rate	26x rate	13x rate	6x rate	1x rate
1 block	\$193	\$243	\$303	\$325	\$364

<sup>\*</sup>All rates are per insertion

### Inserts

### **Free-standing inserts**

South Florida 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 approximatly 9,625. 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.

### 1-4 Pages

All rates are net.

26x rate	13X rate	5X rate	Open rate
\$1,391	\$1,772	\$2,657	\$3,162

### 5-8 Pages

All rates are net.

26x rate	13X rate	5X rate	Open rate
\$1,880	\$2,423	\$3,595	\$4,269

### 9-12 Pages

All rates are net.

26x rate	13X rate	5X rate	Open rate
\$2,534	\$3,237	\$4,849	\$5,773



Legal Ads

Open Rate

\$15/inch

Fictitious Name: \$70

Notice of Sales & Creditors.

Prepayment required. Rates per insertion.

Contract Rate

\$12/inch



# Weekly lists

South Florida 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 South Florida Business Journal and established third-party sources.

### **Weekly list topics**

See the 2017 Editorial Calendar »







### Book of Lists

### **Advertising**

South Florida's most valuable business reference guide and the one publication readers turn to throughout the year. It's a compilation of South Florida Business Journal's weekly lists and is full of important information about South Florida 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	Rate
Full page	\$7,725
Half page	\$5,665
Quarter page	\$3,605
List strip*	\$4,000
Chapter sponsorship	\$15,000

<sup>\*</sup>Package includes 4 strips under available lists of choice.





### Additional sponsorship opportunities available

Ask your Account Executive





### Reprints

### Featured in South Florida Business Journal? Market your success!

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

- » Hard Copy Reprints & Digital ePrints | Starting at \$550
- » Wall Plaques & Awards | Starting at \$195
- » Photos | Starting at \$200 (prices vary by quantity)

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





# Digital advertising rates

### Run of site (SouthFloridaBusinessJournal.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
50,000 XL impressions"	\$1,696	\$1,731	\$1,767	\$1,830	\$1,901	\$2,123	\$2,382	\$2,750
Business Pulse⁺	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Special Section⁺	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
People on the Move⁺	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000

\*Runs for two weeks.

\*\*Must be purchased with any ROS package (if purchased with 80,000 package, it will run two weeks.)

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

All impressions served on Web and Mobile platforms.





# South Florida Business Journal Morning Edition

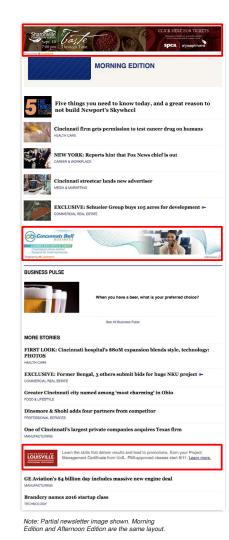
The South Florida Business Journal Morning Edition email is a morning round up of South Florida's business news and reaches 17,000 opt-in subscribers each Monday through Friday.

Weekly Cost	\$125,000+	\$100,000	\$80,000	\$60,000	\$40,000	\$20,000	\$10,000	Open
Top Banner	\$1,705	\$1,876	\$2,046	\$2,217	\$2,558	\$2,984	\$3,410	\$3,836
Middle Banner	\$1,535	\$1,620	\$1,790	\$1,961	\$2,046	\$2,387	\$2,558	\$2,984
Lower Banner	\$682	\$767	\$938	\$1,023	\$1,108	\$1,364	\$1,535	\$1,705
Upper Text & Logo	\$767	\$853	\$938	\$1,023	\$1,108	\$1,364	\$1,535	\$1,705
Middle Text & Logo	\$512	\$597	\$682	\$767	\$853	\$1,023	\$1,194	\$1,279

All rates are net, per week

	3 months	6 months	9 months	12 months
728x90 Rotation*	\$6,100	\$5,500	\$4,800	\$3,400

\*Costs quoted are net per month



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





<sup>\*728</sup>x90 runs one month in each position per quarter - one month in top 728x90, one month in middle 728x90, one month in bottom 728x90 (randomly placed)

### South Florida Business Journal Afternoon Edition

The South Florida Business Journal Afternoon Edition delivers top stories and news alerts to more than 18,800 opt-in subscribers each Monday through Friday. 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
Top Banner	\$1,888	\$2,077	\$2,266	\$2,454	\$2,832	\$3,304	\$3,776	\$4,248
Middle Banner	\$1,699	\$1,794	\$1,982	\$2,171	\$2,266	\$2,643	\$2,832	\$3,304
Upper Text & Logo	\$850	\$944	\$1,038	\$1,133	\$1,227	\$1,510	\$1,699	\$1,888
Middle Text & Logo	\$566	\$661	\$755	\$850	\$944	\$1,133	\$1,322	\$1,416

All rates are net, per week

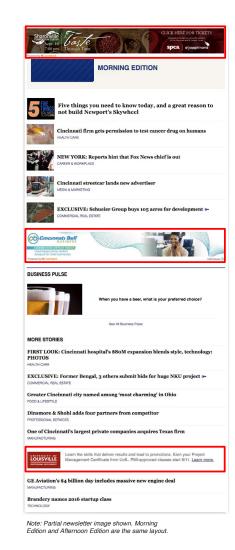
	3 months	6 months	9 months	12 months
728x90 Rotation*	\$7,600	\$6,800	\$6,000	\$4,500

\*Costs quoted are net per month (six drops per week: Monday-Saturday)

### **Subscriber stats**

98%
receive 1 or more
Business Journal
email updates

50% work at companies with gross annual sales of \$5M-25M+



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



<sup>\*728</sup>x90 runs one month in each position per quarter - one month in top 728x90, one month in middle 728x90, one month in bottom 728x90 (randomly placed)

# 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
52,000 impressions	\$3,100	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)

	Cost	Ad unit
118,519 impressions	\$4,740	1034x90/1034x30 for bottom line, 950x90/950x460 for slider





## Branded Content Publishing

The Business Journals offers advertisers the opportunity to publish on our site through native advertising. This is an opportunity to share expertise, best practices, case studies, or other informational content that is of value to our readers online.

#### How it works:

- You may provide 2 pieces of content within a 30-day period to appear on our site, such as a 400-600-word article, an infographic, or a video
- Your content is promoted via 200,000 native headline ad impressions
- Content lives on our site indefinitely thereafter, and you can use the URL in your marketing and media library
- · Content shows up on bizjournals search and external searches (Google, Yahoo, etc.)

\*Content is reviewed by ACBJ editorial team and is subject to edits and revisions prior to publication.

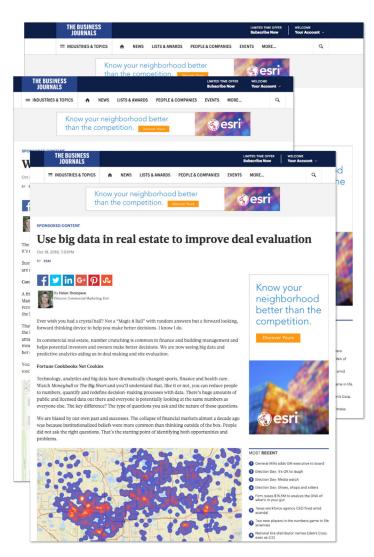
### **Package Timing**

One month minimum

### **Package Rate**

\$1,500 + minimum 130K ROS package at earned rate\*\*

\*\*Additional cost for content creation if needed







### Deadlines and cancellations

### **Weekly newspaper**

South Florida Business Journal publishes weekly, 52 times a year, on Fridays. Premium positions are sold on a first-come basis. Please see the 2017 Editorial Calendar for other deadline exceptions.

Section/advertising type	Deadline
General display advertising insertion	Wednesday, 8 days prior to publication
Expanded sections advertising insertion	Friday, 8 weeks prior to publication
Expanded "Extra" sections artwork	Friday, 1 week prior to publication
Classified advertising insertion	Friday, 1 week prior to publication
Cancellation	Wednesday, 14 days prior to publication
Workup information due	Wednesday, 8 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 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	Friday, 1 week prior to publication
Workup information due	Friday, 1 week prior to publication
Camera-ready artwork due	Friday, 1 week prior to publication
Cancellation	Friday, 2 weeks prior to publication

### **Free-standing inserts**

Inserts for the weekly newspaper

	Deadline
Reservation	14 days prior to publication.
Delivery to printer	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	Tuesday, November 1st
Camera-ready artwork due	Friday, November 4 <sup>th</sup>
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 arate 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, BUTNOTLIMITED 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 limitation, 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\_4Astsandcs-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





### Terms and conditions continued

regulatory behavioral targeting principles, including, 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 Il 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 quarantees 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.



