



ADVERTISING TERMS AND CONDITIONS

This agreement is between Ascend Integrated Media, LLC (dba Ascend Media) and the Advertiser/Sponsor and its Agency as listed on the attached "Advertising Agreement - Insertion Order".

TERMS AND CONDITIONS

1. Insertion orders, advertisements and space reservations are subject to materials approval and the provisions of the current rate card.
2. Cancellations are non-refundable.
3. Requested ad positions are not guaranteed unless the Advertiser/Sponsor or its Agency purchases a "special position" at an additional cost.
4. Advertiser/Sponsor and/or Agency will not be allowed to revise materials which are not received by Ascend Media's published "materials due" date.
5. Advertiser/Sponsor agrees that Ascend Media's liability (if any) on account of omissions or errors in purchased products and/or services shall in no event exceed the amount of charges for the products and/or services which were omitted or in which the error occurred, and such liability shall be discharged by (abatement of the charges) or (an advertising allowance) commensurate with the error for the particular products and/or services in which the omission or error occurred, but in no event exceeding the contract price of the particular products and/or services in which the omission or error occurred. No adjustment is applicable to any free products and/or services.
6. Ascend Media is not liable for any costs or real or consequential damages resulting from the failure to produce purchased products and/or services.
7. Ascend Media is not liable for any delays in delivery or for non-delivery of purchased products and/or services due to factors beyond the control of Ascend Media.
8. No conditions other than those set forth herein will be binding on Ascend Media unless specified in writing by Ascend Media. Ascend Media will not be bound by conditions printed or appearing on insertion orders, purchase orders, or similar documents when such conditions conflict with any provision contained herein.
9. A \$500 late fee may be charged for materials received after the materials due deadline.

PAYMENT AND COMMISSIONS POLICY

1. Event products are invoiced upon reservation, and payment is due upon receipt or no later than 45 days prior to the event start date. Non-event products are invoiced upon publication, and payment is due thirty (30) days from the invoice date.
2. Orders for space are accepted subject to Ascend Media's credit requirements. Space reservations or insertion orders for an Advertiser/Sponsor whose account is more than sixty (60) days past due may be refused. Advertisers/Sponsors with delinquent accounts lose their place in any waiting list for consideration of preferred positions.
3. Any outstanding invoice balance over thirty (30) days past due will be assessed 3% interest per month to the extent permitted by law.
4. If Ascend Media takes an Advertiser's/Sponsor's account to collection, the Advertiser/Sponsor agrees to pay all costs associated with the collection, including paying Ascend Media's attorney fees and all court costs, if it is determined by a court of competent jurisdiction that the Advertiser/Sponsor is at fault.
5. Ascend Media reserves the right to hold the Advertiser/Sponsor and/or its Agency jointly and severally liable for such monies as are due and payable to Ascend Media for advertising or sponsorships which the Advertiser/Sponsor or its Agency ordered and which advertising/sponsorship was produced, even if a sequential liability clause is included in the contract, insertion order, purchase order, etc.