

A. STREET & SMITH'S SPORTSBUSINESS JOURNAL ("BUSINESS JOURNAL") 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. In the event of such cancellation or rejection by BUSINESS JOURNAL, advertising already run shall be paid for at the rate that would apply if the entire order were published. In addition, BUSINESS JOURNAL reserves the right to remove from selected copies of the publication, advertisements containing matter that subscribers have deemed objectionable. In the event of Advertiser's or its Agency's cancellation of any portion of any advertising order or contract or failure to have published the specified number of advertisements, or if at any time BUSINESS JOURNAL in its reasonable judgment determines that Advertiser is not likely to publish the total amount of advertising specified during the term of the contract, any rate discount will be retroactively nullified and may result in a short-rate. In such event, Advertiser and/or Agency must reimburse BUSINESS JOURNAL for the short-rate (which is the difference between the rate charged on the contracted frequency and the higher rate based on the reduced frequency of advertisements actually published) 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 BUSINESS JOURNAL in reliance on advertising that is cancelled will be paid for by Advertiser at the fair market rate for such program.

B. Orders that contain rates that vary from the rates listed herein shall not be binding on BUSINESS JOURNAL and may be inserted and charged for at the actual schedule of rates.

C. Advertisements that simulate editorial content must be clearly defined and labeled "ADVERTISEMENT" and BUSINESS JOURNAL may, in its discretion, so label such copy.

D. Orders for advertising containing restrictions or specifying positions, facings, editorial adjacencies or other requirements may be accepted and inserted but such restrictions or specifications are at BUSINESS JOURNAL'S sole discretion.

E. In the event of errors in or omissions of any advertisement(s), including those caused by force majeure, BUSINESS JOURNAL'S liability shall be limited to a refund of the amount paid for the space of the error and shall not exceed the total amount paid to BUSINESS JOURNAL for the advertisement. BUSINESS JOURNAL is not responsible for errors in key numbers.

F. Inserts: (1) An accurate facsimile of any furnished insert must be submitted to BUSINESS JOURNAL for review prior to printing of the insert. (2) BUSINESS JOURNAL is not responsible for errors or omissions in, or the produc-

tion quality of, furnished inserts. (3) Advertiser and/or Agency shall be responsible for any additional charges incurred by BUSINESS JOURNAL arising out of Advertiser and/or Agency's failure to deliver furnished inserts pursuant to BUSINESS JOURNAL'S specifications. (4) In the event that BUSINESS JOURNAL is unable to publish the furnished insert as a result of such failure to comply, Advertiser and/or Agency shall remain liable for the space cost of such insert.

G. All issues relating to advertising will be governed by the laws of the State of North Carolina applicable to contracts to be performed entirely therein. Any action brought by Advertiser against BUSINESS JOURNAL relating to advertising must be brought in the state or federal courts in Charlotte, North Carolina; the parties hereby consent to the jurisdiction of such courts in connection with actions relating to advertising.

H. Advertiser and its Agency, if there be one, each represent that any advertising (including product samples) submitted complies with all applicable laws and regulations and does not violate the rights of, and is not harmful to, any person, corporation or other entity. As part of the consideration to induce BUSINESS JOURNAL to publish such advertisement, Advertiser and its Agency, if there be one, each agrees jointly and severally to indemnify and save harmless BUSINESS JOURNAL, and its employees and representatives, against all liability, loss, damage, and expense of any nature, including attorneys' fees, arising out of any actual or potential claims for libel, invasion of privacy, copyright or trademark infringement and/or any other actual or potential claims or suits that may arise out of the copying, printing, publishing, distribution or transmission of such advertisement.

I. 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.

J. Advertiser and its Agency, if there be one, agree 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 BUSINESS JOURNAL, 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. Payment by Advertiser to Agency shall not discharge Advertiser's liability to BUSINESS JOURNAL. The rights of BUSINESS JOURNAL shall in no way be affected by any dispute or claim between Advertiser and Agency.

K. Advertiser or 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 BUSINESS JOURNAL, nor may Advertiser or Agency authorize any others to use any advertising space.

L. No changes in orders or cancellations are accepted unless received before the closing date for the Advertisement as set forth in the Closing Dates section of the rate card. No changes in orders or cancellations may be considered executed unless acknowledged in writing by BUSINESS JOURNAL. Orders not cancelled as of these space-closing dates will be billed, even though Advertiser fails to furnish copy, digital files or film. Should BUSINESS JOURNAL agree to cancel an existing work order, the 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.

M. Advertiser and/or Agency agrees to reimburse BUSINESS JOURNAL for its attorneys' fees and costs in collecting any unpaid charge or portion of the charge for any advertisement.

N. Advertiser and Agency agree that any advertisements published may, at BUSINESS JOURNAL'S option, be included in all media, whether now in existence or hereafter developed, in which the issue containing the advertisement is published, reproduced, distributed, displayed, performed, or transmitted, in whole or in part. The copyright in any advertisement created by BUSINESS JOURNAL is owned by BUSINESS JOURNAL, and may not be otherwise used by Advertiser or third parties without BUSINESS JOURNAL'S prior written consent.

O. Rates and units of space are effective with the 01/01/2019 issue. Announcement of any change in rates will be made thirty (30) days in advance of the closing date for the first issue affected by such new rates. Orders for issues thereafter will be at the rates then prevailing.

P. Advertising rates are not contingent on BUSINESS JOURNAL reaching any circulation or readership level that may be represented in BUSINESS JOURNAL'S marketing materials.

Q. Agency Commission: 15% to recognized agencies.

R. Terms of sale: Payment due thirty (30) days from date of invoice. Interest will be charged at rate of 1.5% per month on past due balances.

S. The foregoing terms and conditions shall govern the relationship between BUSINESS JOURNAL and Advertiser and/or Agency. BUSINESS JOURNAL has not made any representations to Advertiser or Agency that are not contained herein. Unless expressly agreed to in writing by BUSINESS JOURNAL, no other terms or conditions in contracts, orders, copy, instruction, or otherwise will be binding on BUSINESS JOURNAL.