

Insertion Order Terms and Conditions

Ad Serving/Inventory/Delivery Advertiser grants FT MEDIA HOLDINGS LLC (“Publisher”) and its affiliates and subsidiaries a license to display, perform, publish, modify and transmit all advertising materials furnished for the purposes contemplated hereby. If the print publication in which any advertising materials submitted under this Insertion Order are published is converted into and distributed in any other formats or media, this Insertion Order grants Publisher all rights necessary to convert publish and distribute such advertising materials in such other formats and media. Publisher may, in its sole discretion, refuse to publish any advertising materials submitted to it or defer publication of any advertisement. Unless otherwise specified on the applicable order form (“Order Form”) to which these terms and conditions apply, this Insertion Order is for a certain number of impressions or issues of a publication, not for a fixed period of time. Inventory is based on availability at time of impression delivery or publication, as applicable. Impression delivery for all online campaigns will be measured by Publisher’s designated ad serving system. With respect to non-print (or non-print portions of) campaigns, if Publisher determines that the number of impressions likely to be delivered by the end of the campaign is less than 90% of the number specified in this Insertion Order, Publisher will use good faith efforts to notify Advertiser prior to the end date. For custom publishing, the parties will produce a schedule describing timelines, deliverables and responsibilities prior to commencement of development of the campaign.

Payment Terms Pre-payment may be required at Publisher’s discretion. All invoices are due net thirty (30) days after invoicing. Should any invoice become past due, Advertiser agrees to pay the costs of collection at a rate of 15% and attorneys’ fees at a rate of 33.33%, if incurred, together with interest at a monthly rate of the lesser of 1.5% or the greatest amount permitted by applicable law. Should any portion of an invoice be disputed, Advertiser agrees to pay the undisputed portion according to its terms pending resolution of the dispute. In addition to all other remedies, Publisher may suspend its performance if any payment is past due. Suspension will not relieve Advertiser of its obligation to pay in full. Advertiser will be short-rated if the number of insertions upon which specified rates are based are not used. All billing is based on actual impressions, insertions or leads delivered, as applicable, as determined by Publisher. Publisher reserves the right to consider campaigns within 10% of the impression goal at the end of the campaign completed unless otherwise agreed. In such event, Publisher will have no obligation to deliver a “make good” and Publisher will invoice, and Advertiser will pay, for impressions actually delivered based on the contracted rate and without regard to any short rate. Unless stated otherwise on the Order Form, campaigns are billed upon publication of the ad or completion of delivery of impressions, as applicable; provided that for campaigns with a duration of longer than one (1) month, Publisher reserves the right to bill in-progress on a monthly basis.

Cancellations/Late Creative Unless otherwise set forth on the Order Form, Advertiser may not cancel any advertising purchased hereunder unless expressly permitted in writing by Publisher. No changes shall be effective unless in writing and signed by both Parties. Advertiser is responsible for delivering advertising materials on time as provided on the Order Form or otherwise specified by Publisher. Advertising materials will not be deemed delivered unless in a format specified or otherwise approved by Publisher. In the event advertising materials are late, Advertiser is still responsible for the media purchased pursuant to the Order Form. Except as otherwise stated on the Order Form or as mutually agreed upon by the parties, if advertising materials are received late, Publisher may run a Public Service Announcement (PSA) or house advertising as a replacement until the creative is received.

Lead Generation Products (if applicable) If Advertiser has purchased the right to receive access to data regarding potential customers (“Data”) for lead generation purposes, Publisher grants Advertiser a nontransferable, nonassignable limited right and license to use the Data subject to Advertiser’s agreement with all of the following:

- Publisher shall have no obligation to share Data with respect to anyone who has communicated a desire (by “opting out” or otherwise) not to permit such use or disclosure.
- Advertiser shall not disclose or transfer any Data to any third party.
- Advertiser may use the Data solely to promote its own products and services and for no other purpose, and in all cases shall comply with opt-out/unsubscribe/do not send and other similar requests it receives.
- Advertiser shall comply with all applicable laws, rules and regulations in connection with its use of the Data, as well as Publisher’s Privacy Policy.

Representations, Warranties and Indemnity Advertiser represents and warrants that publication by Publisher, in any currently existing or future formats or media, of any advertising materials submitted by or on behalf of Advertiser will not (i) violate any right of any third party, including, but not limited to, any copyright, trademark, patent or right of publicity or privacy, (ii) contain any statement that is false, misleading, deceptive, malicious or defamatory, (iii) violate any applicable law, rule or regulation, or (iv) contain any claims that are not supported by sufficient prior substantiation. If any advertising materials are delivered to Publisher in electronic form, such materials shall not contain any viruses, worms, malware or other code or devices capable of disabling or interfering with any computer systems or software. Advertiser shall defend, indemnify and hold Publisher and its affiliates harmless against any and all claims, liabilities, costs or expenses (including,

but not limited to, reasonable attorneys' fees) incurred by Publisher or its affiliates in connection with a violation by Advertiser of any representation, warranty or covenant contained herein or arising out of the publication, display or distribution of any advertising hereunder.

Limitations on Liability PUBLISHER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS INSERTION ORDER. IN THE EVENT OF ANY CLAIM AGAINST PUBLISHER HEREUNDER, PUBLISHER'S SOLE LIABILITY, AND ADVERTISER'S SOLE REMEDY, SHALL BE LIMITED TO, AT PUBLISHER'S OPTION, PAYMENT OF MONETARY DAMAGES, OR PLACEMENT OF ADVERTISING WITH A RATE CARD VALUE EQUAL TO THE LESSER OF ACTUAL DAMAGES OR AMOUNTS PAID BY ADVERTISER HEREUNDER. PUBLISHER DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITATION OF THE FOREGOING, PUBLISHER SPECIFICALLY DISCLAIMS ANY WARRANTY REGARDING ANY BENEFIT ADVERTISER MIGHT OBTAIN FROM DISPLAYING THE ADVERTISING OR THAT THE ADVERTISING WILL BE ERROR-FREE. PUBLISHER DOES NOT ACCEPT SEQUENTIAL LIABILITY AND MAY HOLD ADVERTISING AGENCY AND ADVERTISER JOINTLY AND SEVERALLY LIABLE FOR ALL AMOUNTS DUE HEREUNDER. Publisher shall not be liable for any delay or default hereunder caused by conditions beyond Publisher's reasonable control, including, but not limited to, acts of God, catastrophes, government orders or restrictions, technological failures or malfunctions, wars, insurrections, strikes or slow-downs, fires, floods, terrorist acts, accidents, riots, explosions, labor or material shortages, transportation disruptions.

Creative Specifications Unless otherwise specified in the Order Form or by Publisher, the following creative specifications and other provisions shall apply to advertising hereunder:

1. Online Advertising: Ad unit specs: Leaderboard 728x90, 40K max file size; IMU 336x280, 40K max file size; Tower 160x600, 40K max file size. All ad units must have a border of at least 5 pixels in size.
2. All online ad files should be sent to: All Sites: Advertiser should contact Publisher for ad delivery contact information.
3. Creative for online advertising is due 5 business days prior to campaign start, or, in the case of rich media, 7 business days prior, unless otherwise specified on the Order Form. Creative for print advertising is due when specified in the applicable media kit or as provided by Publisher, unless otherwise specified on the Order Form.
4. Rich Media (defined as containing interactive, video- or Flash-based imagery, features or functionality) is accepted for all ad positions, subject to testing and approval. Additional charges may apply. Clients are required to submit alternative .gifs with rich media content.
5. Resource Center: Advertiser must complete a material submission form for each item to be posted.
6. Publisher may change the layout and specifications of its websites, newsletters and other media without notice.

Miscellaneous This insertion order is subject to the terms and conditions set forth in the rate card as in effect from time to time. In the event of any conflict between the rate card and this Insertion Order, the terms of this Insertion Order shall apply. No terms or conditions other than those set forth in this Insertion Order and the rate card shall be binding on Publisher unless expressly agreed to in writing by Publisher. All insertions, revisions, optimizations or cancellations hereunder must be delivered in writing. A copy of any notice to Publisher regarding the breach, modification or interpretation hereof shall be delivered by courier or certified mail to: FT MEDIA HOLDINGS LLC, Attn: General Counsel, 7025 Albert Pick Road, Suite 200, Greensboro, NC 27409. This Insertion Order, (i) shall be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to principles of conflicts law; (ii) may be amended only by written agreement executed by an authorized representative of each party; and (iii) constitutes the complete and entire expression of the agreement between the parties, and shall supersede any and all other agreements, whether written or oral, between the parties, with respect to the subject matter hereof.