

TERMS AND CONDITIONS

Publisher's Right to Reject/Cancel. Publisher reserves the right to edit, classify, reject or cancel any portion or all Advertising as determined in Publisher's sole discretion. Any advertising language that does not comply with Federal, State or local laws including, without limitation, those regarding the prohibition of discrimination in employment, housing and public accommodation will be rejected. Web URL's are accepted if incidental to the advertising content and must occupy no more than 25% of the ad space. Web URL's must be related to non-content aggregated sites and should not link to other content aggregated sites.

Advertising Errors. Advertising should be checked for errors by the Advertiser on the first day of publication. Credit for Publisher's errors in advertisements will be allowed for the first insertion only. No typographical mistakes will be considered for adjustment if any part of advertisement was received after Markover Deadline as specified in the General Information Booklet. No credit is made for errors that do not materially affect the value of the advertisement. Publisher will not be responsible for errors due to incorrect material supplied to it. When an ad is properly classified, no credit will be given because of position. For print display advertisements, no guarantee can be made that advertisements will appear in requested classification/position. Publisher shall make commercially reasonable efforts to position print advertisements as close to the requested classification or location as possible. On written request, the Publisher will reschedule and run the omitted print advertisement, at Advertiser's cost, for a period of time equal to the time that the print advertisement was omitted.

Advertisement Position. Publisher will attempt to locate advertisements in accordance with Advertiser's preference, but as advertising positions are not guaranteed, we will not make any adjustment/credit if a position request is not fulfilled. We cannot accept advertising orders that direct an ad be omitted if not run in accordance with Advertiser's position preference.

Online Advertising. Upon request, Publisher will deliver to Advertiser a statement each month that sets forth the number of online advertisement impressions, the advertisement placement and the number of times the advertising link from Publisher's Web site to Advertiser's Web site has been used. Publisher shall derive this information from its own Web data collection system. Publisher shall not be liable for failure to deliver the number of impressions contracted for by Advertiser for online advertising. In such an event, Publisher will, upon written request, continue to run the advertisement at no additional charge to Advertiser until such impressions are delivered. All claims for failure to meet the designated number of impressions must be made within thirty (30) days of the last date of scheduled publication.

Shared Mail Services. All shared mail services (MVP) are weight-based and subject to postal rate increases that will automatically be passed to Advertisers.

Media. The parties hereby agree that Publisher may publish, preserve, record and distribute Advertiser's advertising in The Sacramento Bee newspaper, in any format or media now existing or hereafter invented in which the newspaper is published, preserved, recorded or distributed.

Errors in Other Products and Services. Publisher shall not be liable for any error in product production or services

aside from corrections marked by the Advertiser on a requested proof. Should ordered product quality become an issue, the Publisher will make commercially reasonable efforts with Advertiser and/or the third party product provider to resolve said issue satisfactorily, but no guarantee is expressed or implied.

Artwork. Publisher shall not be liable for lost or damaged artwork or other materials submitted to it.

Assignment. Advertiser shall not assign any of its rights, duties or obligations under the Contract without the express written permission of Publisher. Advertiser shall not resell any advertising purchased under this Contract. If any online advertising includes space for an Advertising Link, such link shall only connect to the Advertiser's web site and shall not be sold, given or transferred in whole or part to any other person, firm or corporation without advance, written permission from Publisher.

Cancellation Charges. If Advertiser cancels an ROP print advertisement after the space reservation deadline for such advertisement, Advertiser shall pay fifty percent (50%) of the applicable charges for the advertising space reserved. If Advertiser cancels any other products or services (including without limitation online advertisements or pre-printed inserts) after any of the production, printing or shipping for such products or services has occurred, Advertiser shall pay any and all expenses incurred by Publisher in connection with such products or services prior to the date of cancellation.

Confidentiality. Both parties agree not to disclose the terms of the Contract, including but not limited to the rates offered hereunder, to any third party without the prior written consent of the other party, such consent to be granted in each party's sole reasonable discretion.

Payment Delinquency and Collection. To receive the rates stated in the Rate Card referenced on the front page of the Contract, Advertiser's expenditures with Publisher must meet or exceed the Annual Investment Level, based upon the rates set forth in the applicable Rate Card attached hereto. If any undisputed payment due Publisher is delinquent by more than thirty (30) days or in the event of any material breach of any of the terms and conditions herein, Publisher, in addition to its other rights hereunder, may terminate the Contract for cause. Delinquent accounts, in addition to Publisher's other remedies, may be subject to withholding of any other advertising or products or services until Advertiser's accounts are paid in full. In the event it becomes necessary for Publisher or its assignee to institute proceedings against Advertiser for collection of amounts unpaid under the terms of the Contract, Advertiser agrees to pay all costs of collection, including reasonable attorney's, collection agency and/or court costs and fees.

Failure to Make Progress. If in Publisher's sole reasonable discretion, Advertiser's Net Billings do not equal or exceed the quarterly prorated amount of the Annual Investment Level, Publisher may request Advertiser provide written assurances of fulfillment of its Annual Investment Level. Advertiser shall provide such detailed, written assurances to Publisher within 15 calendar days of receipt of the request. If in Publisher's sole reasonable discretion, Advertiser fails to provide adequate and reasonable assurances, Publisher may terminate the Contract for cause.



Taxes. In the event any tax is imposed on the products or services provided by Publisher, the Advertiser specifically agrees that such tax or taxes shall be added to the rates set forth on the then current Rate Cards or proposal.

Pass Through Expenditures. Pass Through Expenditures are those expenses billed to the customer for which The Sacramento Bee does not intend to generate a profit, including without limitation, taxes, postage and agency commissions.

Termination. Either party may terminate the Contract without cause in writing upon thirty (30) days advance written notice to the other party. Either party may terminate the Contract for cause if a party breaches any of its material obligations under the Contract and such default is not remedied within thirty (30) days from receipt of written notice from the non-defaulting party. If Advertiser terminates the Contract without cause, or Publisher terminates the Contract for cause, and Advertiser's Net Billings do not equal or exceed the Annual Investment Level and/or Advertiser has not met the Contract Program requirements, Advertiser agrees to additionally pay Publisher the Rebilled Amount. This obligation shall survive the termination of the Contract.

Advertiser Representations and Warranties. All material submitted by Advertiser to Publisher shall remain the intellectual property of the Advertiser or its Licensor, and the Advertiser represents and warrants that it has full ownership rights or necessary licenses to the material submitted to Publisher and that publishing of that material shall not be in violation of any trademark, copyright, proprietary or other right of any person, firm or corporation. Advertiser further represents and warrants that there is currently no pending or, to the best of Advertiser's knowledge, threatened claim or action by or against Advertiser regarding the above-referenced rights, and that, to the best of Advertiser's knowledge, there is not currently any use thereof by others which would or might tend to be adverse to the rights of Advertiser. These warranties shall survive termination of the Contract. The Advertiser acknowledges and agrees that it is solely responsible for any actions to protect its ownership rights in the Advertisements submitted to Publisher.

Indemnity. Advertiser hereby agrees to indemnify, defend and hold the Publisher harmless against any claims, demands, causes of action, judgments, costs or expenses (including attorneys' fees) arising out of or related to (1) a breach by the Advertiser of any representation, warranty or covenant under the Contract, (2) any suit, claim or proceeding for libel, unfair trade practices, unfair competition and all violations of the right of privacy resulting from the publication by the Publisher of the Advertiser's material, or (3) any suit, claim or proceeding by any third party alleging that the Advertiser or Advertising supplied by the Advertiser infringes a trademark, copyright or other intellectual property right of any third party; provided that the Publisher gives the Advertiser prompt written notice of any such claim or proceeding and, provided further, that the Advertiser shall have the opportunity to defend any such claim. This indemnification obligation shall survive termination of the Contract.

LIMITATION OF LIABILITY. Advertiser agrees that Publisher, its licensors, employees or agents do not warrant either the results to be obtained from publication of the advertising in any of Publisher's publications or websites or that Publisher's performance will be uninterrupted or error free. PUBLISHER'S GOODS AND SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER

PUBLISHER NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING GOODS OR SERVICES UNDER THE CONTRACT SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE CONTRACT.

Force Majeure. In the event of war, flood, fire, strike, act of terrorism or other emergency beyond the control of the parties which prevents performance of the Contract by either party, performance shall be suspended during the period(s) either party is unable to perform, and the terms of the Contract shall be extended for a like period of time. No obligation shall arise between the parties by reason of such emergency suspension except for the extension obligation set forth above.

Bankruptcy of Advertiser. Upon any voluntary or involuntary bankruptcy or insolvency of Advertiser, Publisher may terminate the Contract for cause, effective as of the date of bankruptcy. Any additional advertising will be subject to the terms of a new Contract, at the appropriate rate set forth in the then-current applicable Rate Card. At Publisher's discretion, payment may be required in advance.

Order of Precedence. In the event of any conflict or inconsistency between the contract, the terms and conditions, the Addenda and the Rate Card, the contract and terms and conditions as amended by the Addenda shall control over the Rate Card.

Unsolicited Advertising. Advertiser specifically grants Publisher the right to send unsolicited advertisements to Advertiser by any method or media now existing or hereafter invented, including, without limitation, by facsimile or internet or e-mail.

Governing Law. The Contract will be governed by and interpreted in accordance with the laws of the State of California without giving effect to any conflicts of law principles. Advertiser agrees that venue for such will be Sacramento County, California. The rights and remedies of Publisher are cumulative.

Attorney's Fees. If any action at law or in equity shall be necessary to enforce or interpret the terms of the Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs and disbursements, in addition to any other relief to which it may be entitled.

Waiver. The failure of either party, in any one or more instances, to insist on performance of any of the provisions of the Contract shall in no way be construed to be a waiver of such provisions in the future.

Notice. All notices relating to the Contract shall be sent to the person of the receiving party set forth on the front page of the Contract. All notices must be in writing and sent via facsimile or certified mail, return receipt requested, and will be effective upon receipt by the party notified.

Miscellaneous. Neither the course of conduct between the parties nor trade practice shall act to modify the provisions of the Contract. The invalidity of any provision of the Contract shall not affect the validity or enforceability of any of the remaining provisions hereof.

