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All advertisements are accepted and published entirely on the representation that the Advertising Agency and/or Advertiser are properly authorized to publish the entire contents and subject matter thereof. It is understood that, in consideration of the publication of advertisements, the Advertiser and/or Advertising Agency will indemnify and hold the Publisher harmless from and against any claims or suits for libel, violation of rights of privacy, plagiarism, trademark, patent and copyright infringements (including the text and photographs within the advertisements), and other claims based on the contents or subject matter of such publication.

The Publisher reserves the right to reject any and all advertising, which the Publisher feels is not in keeping with the publication's standards, policies and principles. The Publisher reserves the right to add the word "Advertisement" at the top and/or bottom of, or anywhere within any publication page, that in the Publisher's sole judgment, too closely resembles editorial pages of the publication. The Publisher will not be bound by any conditions, printed or otherwise appearing on any order blank, insertion order or contract when they conflict with the terms or conditions of the publication's rate card, or any amendment thereof. The Publisher shall not be subject to any liability whatsoever for any failure to publish or circulate all or any part of the publication issue or issues due to strikes, work stoppages, accidents, fires, acts of God or any circumstance not within control of the Publisher. The Publisher is not responsible for the accuracy of any corrections or changes made to any Advertiser's materials.

AGENCY COMMISSION:

Fifteen (15) percent of the gross billing allowed to recognized advertising agencies on space, color, bleed, and position only, provided account is paid within 30 (thirty) days of invoice date. Advertiser's material must be prepared in accordance with production specifications to qualify for agency commission. No cash discounts allowed.

SEQUENTIAL LIABILITY:

Advertiser and Advertising Agency are jointly and severally liable for payment. *Telephony* and its parent company will not release the Advertising Agency from liability even if a sequential liability clause is included in the contract, insertion order, purchase order, etc.

CANCELLATION POLICY:

Neither the Advertiser nor its Advertising Agency may cancel advertising after closing date. Cancellations prior to closing must be in writing. Verbal cancellations will not be accepted.

ERROR LIABILITY LIMIT:

The Publisher's liability for any error will not exceed the charge for the advertisement in question. The Publisher assumes no liability for errors in key numbers, the Reader Service section, advertisers' index, or any type set by the Publisher. The Publisher is not responsible for the accuracy of any corrections or changes made to the Advertiser's copy/materials.

SHORT RATE PROTECTION:

Advertisers billed at special contract rates based on frequency, but who fail to fulfill the contract, will be billed at the Publisher's sole

discretion for the difference to reflect the rate that is actually earned. For example, Advertisers will be billed for lost frequency discounts if, within a twelve (12) month period (or written contract period) from date of the first insertion, they do not use the amount of advertising space upon which their billing rate was based.

RATE CARD IN EFFECT:

Advertising rates, terms and conditions set forth in this rate card shall govern all transactions and supersede any other information published in previous rate cards, directories, media guides or rate and data services whether in print or online. Publisher will not honor rates or data derived from these other sources unless it is in conformance with this rate card. Publisher has the right to increase rates with prior notification to advertiser.

TERMS OF SALE:

Terms of sale are Net 30 (thirty) days from date of invoice. No cash discounts allowed. *Telephony* and its parent company will not accept any form of payment, which contains any limitations or conditions on payment such as short paid checks noted as representing payment in full of a disputed balance.

LINE OF CREDIT:

Advertiser's line of credit may increase or decrease from time to time. Such changes will be made at the sole discretion of *Telephony* and its parent company and no advanced notification is promised or implied.

PAST DUE ACCOUNTS:

Orders may be held at the Publisher's sole discretion.

COLLECTION RELATED ISSUES:

If *Telephony* and its parent company must refer Advertiser's delinquent account to an attorney or collection agency, Advertiser agrees to pay all reasonable attorneys' or collection agency's fees, court costs, and other collection costs in connection with the Publisher's collection efforts.

JURISDICTION:

Advertising Agencies and/or Advertisers agree that any legal action arising between *Telephony* and its parent company and Advertising Agency and/or Advertiser must be brought in the courts of the state of Kansas, Johnson County, and that Advertising Agency and/or Advertiser agrees to submit all claims to the jurisdiction of these courts regardless of any conflict of jurisdiction which may arise.

NOTIFICATION TO PUBLISHER:

If the Advertising Agency and/or Advertiser changes their address or there is a change of ownership or control of their company, please notify the Publisher of this change within ten working days.

DEFINITIONS:

As used in this section and this rate card, the term "Publisher" shall refer to *Telephony* and its parent company.

