

BASIC ADVERTISING CONTRACT

In consideration of:

- A. The Placement of advertising in The Daily Pennsylvanian (and/or its related publications);
- B. The services rendered by The Daily Pennsylvanian's personnel in processing and incorporating advertising in appropriate issues of The Daily Pennsylvanian; and
- C. The Daily Pennsylvanian publishing and distributing issues of the newspaper containing advertising copy;

The Advertiser named on the reverse side of this form hereby purchases advertising space in, and agrees to furnish advertising copy to, The Daily Pennsylvanian for the advertisements listed on the reverse. The Advertiser agrees to pay for such advertising placement, services and distribution according to the terms stated below.

TERMS AND CONDITIONS

AD PLACEMENT

1. Advertising may be placed at The Daily Pennsylvanian offices at 4015 Walnut Street, Philadelphia, PA 19104. Ads may be placed by mail by forwarding all advertising materials and proper payment to this address. Advertising materials may be sent by fax; (215) 898-2050, or e-mail: advertising@daily-pennsylvanian.com. For further advertising information, call (215) 898-6581.
2. Ads will be accepted only during business hours, Monday through Friday from 9 a.m. to 5 p.m.
3. No advertising materials will be returned unless accompanied by specific instructions.
4. Tearsheets are mailed, at the Advertiser's request only, on the day of publication. Tearsheets are not supplied for classified ads.
5. All advertising is subject to acceptance by The Daily Pennsylvanian, which reserves the right to reject copy at its sole discretion at any time prior to publication. The Daily Pennsylvanian will not knowingly publish advertisements which unlawfully discriminate on the basis of race, color, age, sex, sexual orientation, religion, national origin, ancestry, or physical handicap.
6. The Daily Pennsylvanian will make all reasonable effort to see that advertising is published as accepted, and that pre-printed inserts are distributed as ordered. However, The Daily Pennsylvanian will not be liable for any consequential damages resulting from failure to do so.
7. Advertisers and Advertising Agencies forwarding insertion orders which contain incorrect rates or conditions are hereby advised that the advertising called for will be inserted and charged in accordance with the rates and terms of this contract and The Daily Pennsylvanian Rate Book in effect at the time of publication. Failure to make an order correspond in price or terms will be regarded as a clerical error and the advertising will be inserted without further notification.
8. The Advertiser and/or Advertising Agency assume full and complete responsibility and liability for the content (including text representations, illustrations and copyrights) of all advertisements printed pursuant to this agreement, and shall indemnify and save The Daily Pennsylvanian harmless against any demands, claims or liability. The Advertiser and/or Advertising Agency shall reimburse The Daily Pennsylvanian for any amount paid by The Daily Pennsylvanian in settlement of claims or in satisfaction of judgments obtained by reason of publication of such advertising copy together with all expenses in connection therewith, including, but not limited to, attorney's fees and costs of litigation.
9. Page position may be requested, or may be guaranteed at a premium charge.
10. Advertising cancelled after the deadline for publication will be removed from the issue, but the advertiser remains liable for payment of the full cost of the advertisement. The Daily Pennsylvanian reserves the right to add to the cost of an advertisement any applicable production charges which may not be shown on the original Insertion Order.

ERRORS & ADJUSTMENTS

11. If any error in an advertisement is made by The Daily Pennsylvanian, its liability shall only be for such portion of the entire cost as the Credit Manager shall determine by evaluating the extent of the error in relation to the entire advertisement.
12. The Daily Pennsylvanian will not consider adjustment of payment for any advertisement involving typographical errors or erroneous insertion unless notice is given to the Credit Manager within ten (10) days of receipt of the first monthly statement showing the charge in question. The Daily Pennsylvanian shall not be held liable for more than one incorrect insertion of any advertisement.

CREDITS & BILLING

13. All ads must be paid at the time of placement unless a credit account has been established and maintained in good standing. To apply for a credit account, the Advertiser must submit a completed credit application. A credit account will be established only at the option of the Credit Manager of The Daily Pennsylvanian.
14. The Credit Manager of The Daily Pennsylvanian reserves the right to request full or partial payment in advance or to cancel credit privileges at any time on any account.

15. Statements are mailed at the end of each calendar month. Invoices are not sent for individual charges; the monthly statement is the only bill provided. The Advertiser agrees that all bills are due and payable (net) within 30 days from the date printed on the monthly statement. Payment of the full balance is required.

16. Tearsheets, if requested by the Advertiser, are mailed daily upon publication and not with the monthly statements.

17. A late payment charge of 1 1/4 percent per month will be charged on past due bills, with a minimum charge of \$1 per month. The Advertiser agrees to pay a reasonable collection/attorney's fee on the balance due if it becomes necessary to place for collection any bill incurred under this contract.

18. If payment is not made in accordance with the above terms, The Daily Pennsylvanian may refuse to insert further advertising and all bills immediately become due and payable.

ANNUAL VOLUME CONTRACTS

19. Volume Contract advertising agreements commit the Advertiser to run a specified amount of advertising during a 12-month period in return for a lower advertising rate.

20. Advertising services such as color, pre-printed inserts and online advertising are credited with additional contract inches towards fulfillment of a volume contract. The number of inches credited for each such service is defined in the Rate Book.

21. The Daily Pennsylvanian adjusts its advertising rates effective August 15 each year. An annual volume Advertiser agrees that the rate stated on the volume contract is subject to such a change and is not guaranteed for the duration of the contract.

22. The Daily Pennsylvanian additionally reserves the right to revise its advertising rates, including discount rates and contract terms, at any time with 30 days notice. Should such a rate adjustment be made effective at any time other than August 15, an annual volume contract Advertiser may elect to terminate the volume contract without penalty. To exercise this option, the Advertiser must notify the Business Manager of The Daily Pennsylvanian in writing, prior to the effective date of the increase.

23. At any time during the term of an annual volume contract, if the Advertiser desires to increase advertising space above that contracted for, the Advertiser shall have the option to sign a revised contract for an applicable lower rate. The new rate will be effective for all advertising run after the date of the upgrade, but is not retroactive to advertising previously run. The contract period and termination date will not change.

24. If advertising under an annual volume contract is stopped by The Daily Pennsylvanian for non-payment, the Advertiser agrees to forfeit all discounts earned and pay for all advertising previously run under the volume contract at the open rate.

25. If advertising under an annual volume contract is not stopped by The Daily Pennsylvanian during the contract period, and if the Advertiser fails to use all space contracted for in the volume contract, the Advertiser agrees to pay the difference between the contract rate and the rate for the next contract size smaller than the space actually used. (Example: the Advertiser signs a 700 inch contract but uses only 630 inches. In defaulting on the 700 inch contract, the Advertiser has fulfilled a 500 inch contract. The next smaller contract is for 400 inches. The Advertiser will thus be charged for the difference between the 700 inch contract rate and the 400 inch contract rate for all 630 inches actually used.)

26. An annual volume contract or contract upgrade shall become effective only upon approval of the Advertising Manager or Business Manager of The Daily Pennsylvanian.

GENERAL

27. The Daily Pennsylvanian reserves the right to revise its advertising rates, including discount rates and contract terms, at any time with 30 days notice.

28. All terms, conditions, and rates contained in The Daily Pennsylvanian Rate Book in effect at the time of publication, copies of which may be obtained upon request, are incorporated herein by reference and made part of this contract.

29. This writing contains the entire agreement of the parties. No agreements, conditions or representations, verbal or otherwise, have been made to either party that are not contained in this contract.