

STANDARD TERMS & CONDITIONS

These Terms and Conditions (“Terms and Conditions”) shall constitute a binding agreement between you (“Customer”), as the purchaser of services (the “Services”) from Questex Media Group LLC (“Questex”) and Questex, as the provider of Services. Questex will not be bound by any terms, conditions or provisions appearing on orders or instructions which conflict with provisions of these Standard Terms, including, without limitation, Customer sequential liability statements.

1. Customer Content. In the event Customer provides Questex with logos, trademarks, trade names, trade dress, images, photographs, graphics, text and illustrations (the “Customer’s Content”) in connection with Questex’s development and/or provision of Services, the Customer’s Content will remain the property of Customer. Customer hereby authorizes Questex to use the Customer’s Content for the purposes of performing the Services.

2. Proposals. Any price quotation contained in a proposal for the provision of Services may be changed by Questex if such quotation is not accepted by Customer within thirty (30) days. Quotations are based on the accuracy of the specifications and information provided by the Customer. Questex may re-quote a proposal in the event information provided by Customer does not conform to the specifications or information on which Questex’s original proposal was based. Services performed in addition to those proposed based upon the original specifications and information will be charged at prevailing rates.

3. Payments. Customer shall pay all invoices according to the payment terms noted in Questex’s proposal. In the event the Customer acts as an agent and is procuring Services from Questex for a third party (“Customer’s Client”), Customer agrees that both Customer and Customer’s Client shall be jointly and severally liable. Payment of all invoices by the Customer to Questex according to the payment terms noted in Questex’s proposal shall not be contingent upon payment by the Customer’s Client to the Customer for Services provided by Questex for the Customer’s Client. Agency commissions will be disallowed on all overdue invoices. Customer shall be responsible for reimbursing Questex for all authorized expenses incurred by Questex in connection with the provision of the Services. Customer shall pay any taxes arising from the Services (other than Taxes based upon Questex’s income). Customer will pay Questex interest on any amount not paid within the payment terms noted in Questex’s proposal at a rate of 1-1/2% per month or, if lower, the highest rate permitted by law. If payment is not made, Customer shall be liable for all collection costs incurred by Questex, including reasonable collection agency and attorney’s fees. Customer shall be responsible for incurred costs and related obligations with respect to cancelled orders. An ad may be cancelled thirty (30) days prior to the issue’s ad close date without penalty. Questex reserves the right to request full payment for ads cancelled less than thirty (30) days prior to ad close date. Questex has the right to hold and place a lien on any Customer property in Questex’s possession as security for payment of any sums due from Customer to Questex.

4. Indemnifications. The Customer’s Content shall not contain any matter that is defamatory, obscene or illegal or infringes the intellectual or other proprietary rights or violates the privacy rights of any party. Customer shall be solely liable for the Customer’s Content, including without limitation obtaining any rights necessary for the use of any content in connection with the Services. Customer agrees to indemnify and hold Questex harmless from any and all loss, claim, damage, liability or other expense, including reasonable attorney’s fees, which Questex or Questex’s employees, agents or independent contractors may suffer or incur in the event any claim is brought by any person or entity for libel, slander, infringement of copyright or trademark or violation of privacy or any other rights, arising from or as a result of the Customer’s Content. The indemnification contained in this paragraph shall survive the completion of the provision of the Services.

5. Confidentiality. Each of Customer and Questex agrees to keep confidential any confidential or proprietary information of the other learned in the course of performing or receiving, as the case may be, the Services. Notwithstanding the foregoing, neither party will have any obligation of confidentiality for any information which (a) is public domain other than as a result of a breach of this provision, (b) is known or otherwise available to the receiving party prior to its disclosure by the disclosing party, (c) is developed independently by the receiving party, or (d) is provided to the receiving party on a non-confidential basis by an unrelated person who has the right to disclose it. During the period that Services are being performed hereunder, and for one (1) year following completion or termination of Services, Customer agrees that it will not employ or solicit for employment any employee of Questex or any of its affiliates, or any person who was employed by Questex or any of its affiliates during the six (6) month period prior to such solicitation, without the prior written consent of Questex.

6. Warranty and Limitation. Questex warrants that the Services shall be performed in a manner consistent with industry standards as reasonably applied to the performance of such Services and the specifications agreed to in writing by Questex and Customer. Questex’s sole obligation in the event of a breach of this warranty shall be to correct or re-perform the affected Services at no additional charge to Customer or, at Questex’s sole option, to return the amounts paid by Customer for the Services in dispute. In the event Customer fails to object to the quality of any Services within ten (10) days following delivery, such Services shall be deemed to be accepted and in compliance with Questex’s obligations under this paragraph. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. QUESTEX WILL NOT BE HELD TO HAVE FAILED TO MEET ITS OBLIGATIONS HEREUNDER IF ANY DELAY IN PERFORMANCE OR FAILURE TO PERFORM IS THE RESULT OF ANY CAUSE BEYOND QUESTEX’S CONTROL. Customer’s sole and exclusive remedy for claims against Questex shall be for breach of warranty and not for negligence or any other tort. In no event will Questex’s aggregate liability for claims arising in connection with the Services exceed the total fees actually paid by Customer relating to such Services. Under no circumstances shall either Customer or Questex be liable to the other for any indirect, consequential, special, punitive or incidental damages, including, without limitation, lost sales, lost data, lost profits, interruption in the use or availability of data, or the cost of procuring substitute goods or services, even if it has been advised of the possibility of such damages.

7. Materials. Customer agrees to maintain copies of all files and materials provided to Questex. Questex is not responsible for accidental damage to media or materials supplied by Customer. Any alterations or repairs needed to utilize Customer-supplied materials will be charged to Customer at prevailing rates. Customer materials shall not be retained by Questex beyond one (1) year.

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8. Suspension. Without prejudice to any other rights of Questex, Questex shall be entitled at any time to suspend or terminate the provision of Services, in each case upon reasonable prior notice, in the event (a) Customer commits a material or persistent breach of any of its obligations under these Terms and Conditions (including, without limitation, non-payment of invoices), (b) Customer fails to maintain creditworthiness, as reasonably determined by Questex, or (c) Customer is or becomes the subject of a bankruptcy order, becomes insolvent, goes into liquidation or has a receiver appointed over any of its assets.

9. Miscellaneous. These Terms and Conditions (a) shall be governed by the laws of the State of New York; (b) may not be waived except in writing signed by an authorized employee of Questex; (c) shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns and no other party shall have any rights hereunder, and (d) together with any separately negotiated contract signed by Customer and Questex (a "Negotiated Contract") constitutes the entire agreement of the parties hereto and supercede all prior understandings and agreements, oral or written, with respect to the subject matter hereof; provided that, in the event of any conflict between these Terms and Conditions and a Negotiated Contract, the Negotiated Contract shall control.

10. No Agency. Each of Questex and Customer are independent principals in all relationships and actions under and contemplated by these Terms and Conditions. These Terms and Conditions shall not be construed to create any employment relationship, partnership, joint venture or agency relationship among the parties, or to authorize any party to enter into any commitment or agreement binding the other.

11. Risk of Loss. Title for finished work passes to Customer upon mailing of invoices for finished services or its segments, whichever occurs first.

12. Severability. If any provision of these Terms and Conditions is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining Terms and Conditions will continue in full force and effect.

COMMISSION

Accredited advertising agencies receive a 15% commission provided invoices are paid within 30 days. Production charges are not subject to agency commission.

DIGITAL AD REQUIREMENTS

1. Digital data is required for all ad submissions. Preferred format is PDF or X-1a. Files should be press-optimized, converted to CMYK, and have all fonts embedded. Publisher shall have no obligation or liability to Advertiser of any kind (including, without limitation, the obligation to offer Advertiser make goods or any other form of compensation) if an ad is supplied to Publisher by Advertiser in any format other than PDF/X-1a, or PDF. Each ad supplied to Publisher by Advertiser in any format other than PDF/X-1a, or PDF will be charged a \$150 processing fee. Publisher cannot provide Advertiser any assurances regarding the accuracy of reproduction of any ads supplied in any format other than PDF/X-1a.

2. Publisher will not supply a faxed or soft proof for Advertiser-supplied files. Advertiser is solely responsible for pre-flighting and proofing all advertisements prior to submission to Publisher. If Publisher detects an error before going to press, Publisher will make a reasonable effort to contact Advertiser to give Advertiser an opportunity to correct and resubmit Advertiser's file before publication.

3. Ad Portal Submissions: Files may be submitted via <https://questex.sendmyad.com/>

■ Register: Create a **Username** and **Password**

■ To place ad materials: Click Send My Ad button; choose **Home Media** from the drop down menu; fill out ad information; upload file and submit

■ For a demonstration on how to use the site, go to:

<http://www.sendmyad.com/index.php?link=Demo>

4. Ad Proofs: To insure that Advertiser's ad is reproduced correctly, a SWOP-certified color proof that has been made from the same file that Advertiser supplies to Publisher must be provided. Publisher cannot provide Advertiser any assurances regarding the accuracy of reproduction of any ad submitted without a SWOP proof. Publisher shall have no obligation or liability to Advertiser of any kind (including, without limitation, the obligation to offer Advertiser makegoods or any other form of compensation) for any ad supplied to Publisher by Advertiser without a SWOP proof.

5. Film: Publisher is computer to plate. Each ad submitted to Publisher in digital format.

MAILING INSTRUCTIONS

For general materials: Contracts, insertion orders and correspondence, materials should be sent to:

**John Boezinger, Associate Publisher, Home Media Magazine, email: jboezinger@questex.com
4590 MacArthur Blvd. Suite 500, Newport Beach, CA 92660**

For proofs, copy and reproduction, materials should be sent to:

RRD-Pontiac

Home Media/ISSUE DATE HERE

Lynn Rich

1600 North Main,

Pontiac, IL 61764

815-844-1486

EFFECTIVE DATES

Home Media Magazine's rates are effective January 2016 through December 2016.

A signed contract and/or written acknowledgement is required for each insertion in order to earn a 15% agency discount. Earned frequency is based on the number of insertions made during contract period. Maximum earned frequency discount: 72 times. An ad may be canceled thirty (30) days prior to the issue's ad close date. Publisher reserves the right to request payment for ads canceled less than thirty (30) days prior to ad close.

COMMISSION & CREDIT TERMS

Agency commission: 15% gross billing allowed to recognized agencies on space, color, bleed, covers and special positions, provided account is paid within 30 days of invoice date. Agency commission will be disallowed on all overdue invoices. Questex Media Group LLC holds both the advertiser and its designated advertising agency responsible for paying all duly authorized advertising inserted in or attached to *Home Media Magazine*. All overdue payments will be re-invoiced directly to the advertiser, who will be held fully responsible for payment. Publisher reserves the right to reject any advertising which he feels is not in keeping with the publication's standards or for any reasons, even if it has been published previously. Publisher shall not be liable for any omitted, misplaced or incorrectly positioned advertisements. Orders accepted subject to change in rates on notice from the Publisher.