

2010 Sun Sentinel Advertising Policies

PAYMENT TERMS

- Payment in advance is required of all advertisers who have not received charge account status.
- If Newspaper has given Advertiser written notice that Advertiser established credit with Newspaper, then payment for advertising shall be made at Newspaper's offices in Fort Lauderdale, Florida or to Tribune Financial Services in Chicago, Illinois. Payments are due by the 15th of the month for space used during the preceding month. Credit privileges will be suspended on accounts not paying by the 25th of the month in which a payment is due. Payments must accompany all orders from accounts which have not established credit.
- All statements are considered correct after 30 days from issue.
- Retail only: All rates are net. No agency commissions. No other discounts allowed unless otherwise noted.
- All rates and discounts apply to individual advertisers.

General and Co-op

- A commission of 15% is granted to approved advertising agencies.
- If Newspaper has given Advertiser written notice that Advertiser established credit with Newspaper, then payment for advertising shall be made at Newspaper's offices in Fort Lauderdale, Florida or to Tribune Financial Services in Chicago, Illinois. Payments are due by the 15th of the month for space used during the preceding month. Credit privileges will be suspended on accounts not paying by the 25th of the month in which a payment is due. Payments must accompany all orders from accounts which have not established credit.

RETAIL LINAGE CONTRACT ACCRUAL

Linage accrues toward full run ROP contract fulfillment as follows:

- Sun Sentinel full run ROP inches, comics, spadea, gatefold and SpecialDelivery jacket earn full credit toward ROP contract fulfillment.
- All part-run Sun Sentinel products, el Sentinel and City Link count 50% toward ROP contract fulfillment (example: a 126" ad in el Sentinel will count as 63" toward a full run contract).
- Preprinted inserts and Print & Deliver inserts for both inpaper and TMC delivery: Inches applied toward ROP contract fulfillment are calculated by taking the dollar cost of the insert divided by the Sunday 10-page ROP contract rate, yielding inches toward contract fulfillment. Insert advertising is not eligible for rebate.

CONVERSION TABLE

Advertisers' contract will automatically convert as follows:

Full Run	Converts to:
1-5 page (630")	1x
10 page (1,260").....	Multi

Frequency Products	Converts to:
1x.....	1 page (126")
Multi.....	5 pages (630")

ADVERTISING TERMS AND CONDITIONS

- If there is a separate advertising contract between the Advertiser and the Publisher, the advertising contract shall constitute the entire agreement between the Publisher and the Advertiser and shall supersede any prior understandings and/or agreements, whether oral or written. There are no representations or warranties other than those set forth in the contract. Furthermore, any modifications of the terms of the contract must be made in writing and in accordance with the terms of the contract.
- Publisher reserves the right to revise advertising rates at any time.
- Failure by Publisher to publish any requested advertisement shall constitute rejection of the order for such advertisement, but does not constitute a breach of contract or otherwise entitle Advertiser or agent to any legal or financial remedy.
- The Publisher reserves the right to alter any advertising material in order for the material to conform to the current mechanical specifications. Furthermore, the Newspaper reserves the right to reduce the size of any advertisement and still charge stated rates as long as the advertisement maintains the same proportion of the entire page. All ads will be billed at the ordered depth.
- Advertisements canceled after published deadlines will be billed to Advertiser (for unsold space).
- Position of advertising within the Newspaper is not guaranteed. Unless a specific term in an Agreement provides for premium position advertisement, advertising orders with special clauses or specifying pages or directing insertion of advertisements in a specific position with the proviso "or omit", or specifying or barring the use of any page because of the kind of news or advertising on or near that page, or requiring section, column or page position guarantees, are not acceptable. Any such provision shall not be legally binding upon Sun Sentinel but will be treated as a request only. In the event the Advertiser has paid a premium for a particular position under a specific agreement. Damages for failure to publish in a particular position shall be limited to the refund of the premium paid.
- Advertising set to resemble a news story must carry the word "advertisement" at the top of the ad set in minimum 10 point bold typeface. "Advertisement" must appear once for every two columns in ad width. 31.5" minimum ad size required.
- Publisher's liability for an error shall not exceed cost of space occupied by the error. We will not be responsible for errors after the first day of publication. If you find an error, call the Advertising Department immediately. Your ad will be corrected as soon as possible, for following Newspaper editions.
- Publisher is not responsible for published errors in copy received after deadline.
- Publisher assumes no financial responsibility for typographical errors or omission of copy or ads.

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ADVERTISING TERMS AND CONDITIONS (CONTINUED)

- Preprints will be billed for quantities requested by the Newspaper and rates are established taking into account a waste factor.
- Advertiser acknowledges that insertion equipment and insert delivery of Publisher may not be 100% accurate, and that there may be a percentage of "misses", "inaccurate delivery" and "doubles" for any insertion advertising order. The number of such errors depends upon factors outside the control of Publisher. When such errors occur they cannot be corrected until future issues of the Newspaper are published, and any potential damages arising out of such errors are speculative. Publisher is not liable for damages of any kind arising from such errors.
- In no event will Publisher be liable for consequential, special, indirect, exemplary or punitive damages.
- Publisher shall not be liable for failure to publish or distribute any advertisement because of strikes, labor disputes, government action, war, fire, breakdown of equipment, terrorist act, hurricane, tropical storm or other extreme weather condition, or any other cause beyond its reasonable control.
- Publisher is not responsible for loss of original artwork or mechanicals.
- Advertiser will be charged the published rate according to contract level and frequency, regardless of any supplied written insertion order or other writing to the contrary, unless signed by an authorized representative of Publisher. Failure to make written insertion orders correspond to the published rate or total price is regarded as a clerical error.
- Publisher will not accept any provision in any insertion order which is inconsistent with the terms of this rate card or any other contract between Publisher and Advertiser.
- "Going Out of Business" ads require payment in advance in cash or certified funds.
- It is the Advertiser's responsibility to advise the Publisher credit department immediately, via registered mail, of any change in business structure or status.
- Advertiser agrees to indemnify, defend and hold harmless the Publisher against any and all liability, loss, or expense arising from claims for defamation, unfair competition, unfair trade practice, infringement of trade names or patents, violation of rights of privacy and infringement of copyrights and proprietary rights arising out of the publication by the Publisher of the advertiser's ads.
- To ensure the integrity of our Newspaper for the benefit of our readers and advertisers, we reserve the right to revise, reclassify, edit or refuse any advertisement at any time.
- Publisher reserves the right to cancel any advertising agreement under which no advertising has been inserted within thirty (30) days of the date of agreement.
- Brokering, assigning and/or reselling of any Sun Sentinel advertising space and/or contracts is prohibited.
- URL addresses for multi-client sites may be carried in an Advertiser's ad, only in the event that such sites are owned and/or co-branded by the Sun Sentinel.
- Advertising which portrays, promotes, or includes reference to another medium (including Internet), consumer events or job fairs, is subject to approval by Sun Sentinel prior to publication.
- Sun Sentinel shall have the right to use any advertising published in the Sun Sentinel for the purpose of promoting any of the products and services of the Sun Sentinel. Sun Sentinel shall have a non-exclusive, perpetual license to publish any and all advertising content created by the Advertiser or its agents or Sun Sentinel, including but not limited to photographs, artwork, text and graphics in any media, presently known or unknown, including but not limited to its electronic publications on the Internet and in any archival retrieval system whether that information is digitally stored or stored on any other media.
- Advertiser shall pay all applicable taxes, including state and local use and sales taxes, arising from this contract and all amounts paid and payable by Sun Sentinel in discharge of the foregoing taxes. This provision shall survive the termination of this contract.
- Advertiser shall be liable for all costs incurred by Publisher, including without limitation attorneys' fees and expenses, in collecting past due accounts and in defending any and all claims asserted in the action.
- In the event of any dispute between Advertiser and Publisher, the federal and/or state courts having jurisdiction in Broward County, Florida shall have exclusive jurisdiction and Florida law shall apply to the dispute.
- No Advertiser will receive a rebate on past advertising purchases on superseding contracts or solely by qualifying for a lower earned rate during the contract term. If Advertiser runs less than the amount set forth in their contract, short rates are determined by calculating the rate difference between the signed contract level and the earned level for the term of the contract. Advertiser shall pay the difference promptly upon demand by Newspaper.
- Sun Sentinel Company is not contractually obligated to sell or deliver any specific number of daily or Sunday newspapers.
- Rates are not based solely on circulation.