

# CYNOPSIS

## ACCESS INTELLIGENCE (CYNOPSIS) ADVERTISING CONFIRMATION AND CONTRACT

### ACCESS INTELLIGENCE DIGITAL & EXHIBIT/SPONSORSHIP RULES & REGULATIONS

#### Access Intelligence (Cynopsis) Digital/E-Letter

##### 1. CANCELLATION POLICY:

This contract is sold on an as-is basis and does not convey any future rights as to the price, availability and/or terms contained herein. Any agreement(s) relating to inventory not covered herein must be negotiated by an agent of Access Intelligence, LLC (Cynopsis) with agreed-upon terms documented in writing. If any part of this Advertiser Confirmation does not accurately reflect the agreed-upon rate, flight and/or content for your order, please contact Access Intelligence, LLC (Cynopsis) immediately.

If your advertising contains ratings data, your initials on this confirmation further indicates all ratings information will be fact-checked by Nielsen Media Research prior to submission to Access Intelligence, LLC (Cynopsis).

##### The cancellation policy is as follows:

- All annual negotiated agreements are firm and non-cancellable.
- All insertions that are placed for the Upfront (Mar 1<sup>st</sup> – June 30<sup>th</sup>) are firm and non-cancellable.
- Orders placed within 30 days of flight start date are firm and non-cancellable. Other flighted schedules carry a 30-day cancellation notice from the beginning of the first scheduled insertion – once the order falls within 30 days of the first insertion date, the contract becomes firm and non-cancellable.
- Advertisers not supplying copy for contracted ads will be charged for missed placements due to missed deadlines.
- Advertisers who violate these Cancellation Terms or miss scheduled ad inserts will be invoiced for cancelled/missed dates and cannot redeem the invoiced ads for non-paid future placements.

Additionally, in the event of force majeure, that is Acts of God, (i.e., blackout, flood, etc.) or other events which effectively deny the usual and timely delivery of Cynopsis or any of its sister publications, outside the scope of influence of Cynopsis Media, make-goods will not be provided.

**Billing Note:** Invoices will be generated by parent company Access Intelligence and each product will be invoiced separately.

#### Access Intelligence, LLC (Cynopsis) Exhibit/Sponsorship Rules & Regulations

##### 1. CANCELLATION BY SPONSOR:

(a) Any requests for cancellations or other modifications of this Agreement, including reductions in sponsorships, must be submitted to Access Intelligence, LLC (Cynopsis) in writing and will be granted or denied in the sole discretion of Access Intelligence, LLC (Cynopsis).

(b) If Access Intelligence, LLC (Cynopsis) accepts any cancellation or modification of this Agreement, the sponsor shall be subject to the following cancellation fees, which shall be deemed to be liquidated damages and not a penalty:

50% of the specified fee if the cancellation notice is received and accepted by Access Intelligence, LLC (Cynopsis) more than 180 days prior to the first day of Cynopsis programs.

100% of the specified fee if the cancellation notice is received and accepted by Access Intelligence, LLC (Cynopsis) 180 days or less prior to the first day of Cynopsis programs.

For modifications that constitute less than a complete cancellation, the amount of liquidated damages will be determined by Access Intelligence, LLC (Cynopsis) based on a reasonable pro-ratio of the foregoing.

(c) Subsequent replacement of the sponsorship cancelled by the sponsor does not relieve sponsor of the obligation to pay the cancellation fee.

(d) If the cancellation fee due to Access Intelligence, LLC exceeds the amount previously paid by the sponsor for the sponsorship, the sponsor must pay the balance to Access Intelligence, LLC (Cynopsis) within 30 days of Access Intelligence, LLC's acceptance of the written cancellation/ modification request. If the cancellation fee due to Access Intelligence, LLC (Cynopsis) is less than the amount previously paid by the sponsor, Access Intelligence, LLC (Cynopsis) will refund the excess to the sponsor 30 days

##### 2. APPROVALS AND DELIVERY:

All materials that are supplied by the sponsor are subject to approval by Access Intelligence, LLC (Cynopsis). To provide for such approval, all such materials must be submitted by the sponsor to Access Intelligence, LLC (Cynopsis) no less than 45 days prior to the first day of Cynopsis programs.

If sponsor is supplying logos and other materials for Access Intelligence, LLC's (Cynopsis) production, such goods must be received by Access Intelligence, LLC (Cynopsis) or its designated contractor at the predetermined and agreed date, which is to be no less than 30 days prior to the first day Cynopsis specified in the appropriate sponsorship.

If sponsor is supplying the finished product, such goods must be received by Access Intelligence, LLC or its specified contractor no less than 14 days prior to the first day of Cynopsis programs.

##### 3. INDEMNITY:

Sponsor agrees to indemnify, defend and hold harmless Access Intelligence, LLC, (Cynopsis) and its officers, employees and agents, from and against any and all liability for the content of sponsor's advertisements and/or sponsorships purchased hereunder (including text, illustrations, representations, sketches, maps trademarks, labels or other copyrighted mater) and for the unauthorized use of any trademarks or copyrighted materials or any person's name or photograph arising from the reproduction and display of the advertisements purchased hereunder.

##### 4. RULES AND REGULATIONS:

Sponsor agrees to abide by all rules and regulations governing the event, which are promulgated by Access Intelligence, LLC (Cynopsis) and its management. If sponsor fails to comply with such rules, or with the terms of this Contract, Access Intelligence, LLC (Cynopsis) may, in its discretion, deny sponsor the right to proceed with its sponsorship and require sponsor to forfeit all fees theretofore paid under this Agreement.

##### 5. SAMPLES:

Sponsor agrees to hold Access Intelligence, LLC (Cynopsis) harmless should the final product differ from the sample shown and sponsor will not be entitled to any financial or other compensation.

##### 6. CANCELLATION OR POSTPONEMENT OF SHOW:

In the event that any unforeseen occurrence shall render the fulfillment of this Agreement impossible or inadvisable by Access Intelligence, LLC (Cynopsis), this Agreement shall be amended or terminated as determined by Access Intelligence, LLC (Cynopsis) to be appropriate. Sponsor hereby waives any claim against Access Intelligence, LLC (Cynopsis) for damages or compensation in the event of such amendment or termination. As it determines to be appropriate, Access Intelligence, LLC (Cynopsis) may return a portion of the amount paid for sponsorship after deduction of any amounts

necessary to cover expenses incurred in connection with the event programs. Such expenses shall include, but not be limited to, all expenses incurred by Access Intelligence, LLC as a result of contracts with third parties for services or products incidental to the event programs, including out of pocket expenses incidental to the Cynopsis programs, and all overhead expenses attributable to the production of the Cynopsis programs. Access Intelligence, LLC shall not be financially liable in the event the Cynopsis programs is interrupted, canceled, moved, or dates changed. No monies will be returned should the dates or location of the Show be changed by Access Intelligence (Cynopsis), which Sponsorship will remain and all value assigned to the new dates or location and Sponsor agrees to abide under these same Rules.

**7. SPONSOR DEFAULT:**

If Sponsor is in default of any obligation to Access Intelligence, LLC (including specifically failure to pay Access Intelligence, LLC within 30 days of invoice), Access Intelligence, LLC (Cynopsis) may terminate Sponsor's right under this contract to participate in the Cynopsis programs. If Access Intelligence, LLC (Cynopsis) elects to exercise such right of termination, it shall first give Exhibitor written notice stating its intent to terminate and the action that Exhibitor must take to avoid termination. If Sponsor fails to cure the default within 10 days of the date of notice from Access Intelligence, LLC, Sponsor shall have no further right to participate in the Cynopsis programs. Access Intelligence, LLC's

(Cynopsis) liability to return any amounts paid by Sponsor under this contract will be limited as set forth in paragraph 6 above. Furthermore, Access Intelligence, LLC (Cynopsis) may retain any amount that would otherwise be returned to Sponsor and apply such retained amount to satisfy the liability to Access Intelligence, LLC (Cynopsis) for which Sponsor is in default.

**8. MISCELLANEOUS:**

(a) Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of this Agreement. The rights of any party shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of such party. (b) If any provision of this Agreement is held invalid or unenforceable, neither the remaining provisions of this Agreement nor other applications of the provisions involved shall be affected thereby. (c) This Agreement shall be interpreted under the laws of the State of Maryland. The parties agree that any dispute arising under this Agreement will be submitted to the federal or state courts of the State of Maryland. (d) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and specifically supersedes all prior agreements or commitments, whether in writing or oral. No amendment or modification to this Agreement shall be valid and binding on the parties unless set forth in writing and signed by both parties.

Client Signature \_\_\_\_\_

Sponsor Signature \_\_\_\_\_

Date \_\_\_\_\_