

COMPUTERWORLD

Terms & Conditions

By signing this Insertion Order, I agree to Computerworld's Terms and Conditions. This Insertion Order is governed by Version 2.0 of the IAB/AAAA Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less (the "Standard Terms") with the modifications set forth below. In the event of a conflict between the Standard Terms and this Addendum, the terms of this Addendum will govern

ADDENDUM

Media Company accepts Version 2.0 of the IAB/AAAA Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less (the "Standard Terms") with the modifications set forth below. In the event of a conflict between the Standard Terms and this Addendum, the terms of this Addendum will govern.

1. Media Company uses DoubleClick's DART as its third party ad server. Reporting and billing data provided to Agency or Advertiser by Media Company will be based on DART data, and will be deemed Media Company's Confidential Information unless the applicable IO provides otherwise.
2. If an Ad runs in violation of editorial adjacencies guidelines stated on an IO, the provisions of Section II(d) of the Standard Terms will apply only if Media Company is notified of the violation in writing.
3. Notwithstanding the provisions of Section III(b) of the Standard Terms, all invoices are due upon receipt and shall be considered late if payment is not made within thirty (30) days after the invoice date. If Agency or Advertiser believes an invoice is inaccurate, it must notify Media Company within thirty (30) days after receipt of the invoice or the issue will be deemed waived. Any amounts not paid when due will be subject to a finance charge equal to one and one-half percent (1.5%) per month or the highest rate allowable by law, whichever is less, determined and compounded daily from the date due until the date paid. If an invoice is not paid within ninety (90) days after the invoice date, Media Company will not pay Agency commissions with respect to that invoice. Media Company shall have the right to recover all actual costs, including but not limited to attorneys fees, incurred in collection of late or delinquent payments. Media Company may accept any check or payment without prejudice to its rights to recover the balance due or to pursue any other right or remedy. No endorsement or statement on any check or payment or letter accompanying any check or payment or elsewhere will be construed as an accord and satisfaction.
4. Unless otherwise specified in the applicable IO, Media Company does not accept Sequential Liability as outlined in Section III(c) of the Standard Terms. All Agency requests to insert a Sequential Liability provision into an IO must be accompanied by a Letter of Financial Responsibility signed by Advertiser and in a form reasonably acceptable to Media Company.
5. If Agency or Advertiser believes a report delivered by Media Company pursuant to Section IV(b) is inaccurate or incomplete, it must notify Media Company within thirty (30) days after Agency's receipt of the report or the issue will be deemed waived. Media Company will deliver a corrected report within ten (10) business days after receipt of such a notice.
6. As set forth in Section IV(a) of the Standard Terms, if Advertising Materials are late Advertiser will still be responsible for the media purchased under the applicable IO. Media Company may, in its sole discretion, run a public service announcement (PSA) or a house ad until the Advertising Materials are received, and absent written agreement to the contrary, Advertiser must nonetheless make full payment for the media purchased under the IO.
7. Notwithstanding anything to the contrary in the Standard Terms or any other instruction or agreement, there are no premium items granted by Media Company, including but not limited to merchandising credits, premium positioning, exclusivity, and competitive separation, unless specifically agreed to by Media Company in an IO signed by an authorized representative of Media Company for the particular Ad being submitted. If Media Company grants a premium in a signed IO, the premium applies only to that particular IO, and not to any other agreement or IO between Media Company and the Agency or Advertiser.
8. Unless expressly agreed in an IO signed by an authorized representative of Media Company, no Ad may collect personally identifiable user information, and all personally identifiable user information collected via the Site shall be the sole property of Media Company. When an IO allows Agency or Advertiser to collect personally identifiable information from users of the Site, all such personally identifiable information shall be jointly owned by Media Company and Advertiser, and all parties will work together in good faith to ensure that the Ad contains appropriate user notices and links to the privacy policies of Media Company and Advertiser.

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9. The prohibition on assignments set forth in Section XIV(b) of the Standard Terms applies to any attempted assignment or transfer, whether in whole or in part, including assignments or transfers occurring by operation of law.
10. IOs may be executed by facsimile and in counterparts, each of which will be deemed an original.
11. All IOs shall be governed by the laws of the State of California, without respect to the choice of law rules of any jurisdiction. Agency and Advertiser agree that any claims, legal proceedings or litigation brought by Agency or Advertiser and arising in connection with the Standard Terms or the IO will be brought solely in the federal or state courts located in San Francisco, California, and expressly consent to the sole jurisdiction of such courts.
12. Modifications of an IO are not binding unless made in writing and acknowledged in writing by an authorized representative of the party against whom the modification is sought to be enforced. For purposes of this provision, writing includes email.