Standard Terms and Conditions for Advertising

The following terms and conditions (the "Standard Terms") shall be incorporated by reference into all Insertion Orders ("IO") submitted to Advanstar Communications Inc. ("Advanstar") by Advertiser or its advertising agency:

A – Invoices are rendered at date of publication.

B – Advanstar holds the Advertiser and its advertising agency jointly responsible for paying all duly authorized advertising inserted in or attached to ***DVM360.com***. All past due payments may be reinvoiced directly to the Advertiser, who will be held fully responsible for payment.

C – Terms: Invoices are rendered on the publication date of each issue of a printed magazine or e-mail newsletter or digital edition of a magazine, or once per month in arrears for website advertising campaigns, and are due upon receipt. Agency commission will be disallowed on all past due invoices. In the event Advertiser's account is placed for collection, Advertiser and agency agree to pay Advanstar for all reasonable collection costs and/or attorneys' fees incurred. Advertiser and agency also agree to pay finance charges on the unpaid account balance at the rate of 1-1/2% per month or the maximum permitted by law.

D – Advanstar will not be bound by any terms, conditions or provisions appearing on IOs or copy instructions which conflict with provisions of these Standard Terms, including, without limitation, sequential liability statements from advertising agencies. In the event of any inconsistency between an IO and/or copy instructions and these Standard Terms, the Standard Terms shall control. All advertisements will be reviewed by Advanstar and are subject to approval by Advanstar.

E - Except as otherwise expressly provided in the IO, positioning of advertisements within an Advanstar website or on any page is at the sole discretion of Advanstar. Advanstar may redesign or modify the organization, structure and/or look and feel of the website or advertising products or at any time and without notice. Further, Advanstar does not guarantee that its website will be uninterrupted or meet the Advertiser's requirement.

F - Advertiser shall deliver to Advanstar the content, graphic images and other materials for the advertisement in a form and manner to be specified by Advanstar. Advanstar will not be required to publish any advertisement that is not received in accordance with the foregoing and reserves the right, at Advanstar's sole discretion, to charge Advertiser, at the rate specified in the IO, for inventory held by Advanstar pending receipt of acceptable materials from Advertiser, or publish in substitution for any prior advertisement submitted by Advertiser until such time as Advanstar can reasonably begin publication of the advertisement set forth in the IO.

Each IO shall specify: (a) the type(s) and amount(s) of Inventory to be delivered (e.g. impressions, clicks or other desired actions) (the "Deliverables"); (b) the price(s) for such Deliverables; (c) the maximum amount of money to b spent pursuant to the IO (if applicable), (d) the start and end dates of the campaign, and (e) the identity of and contact information for any third party ad server ("3rd Party Ad Server"), if applicable. Other items that may be included are but are not limited to: reporting requirements such as impressions or other performance criteria; any special Ad delivery scheduling and/or Ad placement requirements; and specifications concerning ownership of data collected.

Advanstar will make commercially reasonable efforts to notify Advertiser or its Agency, if applicable within two (2) business days of receipt of an IO signed by Advertiser if the specified inventory is not available.

Advertiser's Initial _____

Advanstar will use commercially reasonable efforts to comply with the IO including all Ad placement restrictions, requirements to create a reasonably balanced delivery schedule, and provide within the scope of the IO, an Ad to the Site specified on the IO when such Site is called up by an Internet user. Any exceptions must be approved by Advertiser in writing.

Advanstar will use commercially reasonable efforts to provide Advertiser at least 10 business days, prior written notification of any material changes to the Site that would change the target audience or significantly affect the size or placement of the Ad specified in the affected IO. Should such a modification occur with or without notice, as Advertiser's sole remedy for change or notice, Advertiser may immediately cancel the remainder of the IO w/out penalty within the 10 day notice period. If Advanstar fails to provide such notification, Advertiser may cancel the remainder of the IO within 30 days of such modification, and in such case shall not be charged for any affected Ads delivered after such modification.

Advanstar will submit or otherwise make electronically accessible to Advertiser promptly after acceptance of an IO final technical specifications, as agreed upon by the parties. Ad delivery shall comply with editorial adjacencies guidelines stated on the IO.

Advanstar shall make reporting available as specified in the IO.

Advanstar shall monitor delivery of the Ads, and shall notify Advertiser either electronically or in writing as soon as possible if Advanstar believes that an under-delivery is likely. In the case of a probable or actual under-delivery, the parties may arrange for makegood consistent with these Terms and Conditions.

In the event that actually Deliverables for any campaign fall below guaranteed levels, as set forth in the IO, and/or if there is an omission of any Ad (placement or creative unit) Advertiser and Advanstar will make an effort to agree upon the conditions of a makegood placement either in the IO or at the time of the shortfall.

G – All advertisements are accepted and published by Advanstar on the representation that the agency and/or Advertiser are properly authorized to publish the entire contents and subject matter thereof.

H – Advertiser hereby grants Advanstar the right and license to use, reproduce, transmit, and distribute all creative materials supplied by or on behalf of Advertiser, including without limitation, all text, graphics, illustrations and photographs (the "Creative"). Advertiser represents and warrants that: (i) it has all the necessary rights in the Creative; (ii) the Creative does not violate any applicable law or regulation; and (iii) the Creative does not violate or infringe upon any third party right in any manner or contain any material or information that is defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or may otherwise result in any tort, injury, damage or harm to any person. Advertiser acknowledges that Advanstar is relying on the foregoing representations and warranties. Advertiser agrees to indemnify, defend and hold Advanstar and its affiliates, and their respective officers, directors and employees, harmless from and against any and all expenses and losses of any kind (including reasonable attorneys' fees and costs) incurred based upon a breach of any of the foregoing representations and warranties or in connection with any claim arising from or related to any advertisement supplied by Advertiser or its agents and run by Advanstar.

I –All contents of advertisements are subject to Advanstar's approval. Advanstar reserves the right to reject or cancel any advertisement, IO, URL link, space reservation or position commitment, at any time, for any reason whatsoever even if the advertising has been published previously by Advanstar.

J – Advanstar shall not be liable for any omitted, misplaced, or mispositioned advertisements.

K – All orders are accepted by Advanstar subject to change in rate upon notice from Advanstar.

L – Orders may be cancelled by Advertiser within ten (10) business days of the effective date of a change of advertising rates without the imposition of a shortrate adjustment on Advertiser, provided that as of the date of cancellation Advertiser has published a sufficient number of ads to entitle Advertiser to the contract rate set forth on the applicable rate card.

M – Advertiser will be shortrated if, within a 12-month period from the date of the first insertion, Advertiser does not use the amount of space upon which its billings has been based. Advertiser will be rebated if, within a 12-month period from the date of the first insertion, Advertiser has used sufficient additional space to warrant a lower rate than that at which it has been billed.

N – Costs incurred by Advanstar for production work on advertisements will be charged to the Advertiser regardless of whether or not the ad runs. Advertiser will be charged for any artwork, separations, halftone, shipping, or typography provided by Advanstar.

O – Advanstar will not be held responsible for consequential costs or other damages due to loss or damage of digital ad materials, art, proofs or transparencies.

P – Reader response inquiries are provided as a service. Advanstar disclaims all liability and responsibility for inaccuracies. Except as otherwise expressly provided in an IO accepted by Advanstar, Advanstar makes no guarantee with respect to usage statistics or levels of impressions for any advertisement. An "impression" means each occurrence of a display of an advertisement.

Q – Advanstar expressly disclaims any and all warranties, whether express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose with regard to its advertising services, including any and all oral and written information communicated about such services. To the maximum extent permitted by applicable law, in no event shall Advanstar be liable for any consequential, incidental, direct, indirect, special, punitive, or other damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of this agreement, even if Advanstar has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to advertiser. In no case, and under no theory of law, shall Advanstar's liability for any error exceed the amount due or paid for the advertisement giving rise to aforementioned error. Notwithstanding the foregoing, Advanstar shall have no liability for (i) any failure or delay resulting from conditions beyond Advanstar’s control; or (ii) errors in content or omissions in any creative or advertising materials provided by Advertiser.In the event of a breach by Advertiser, Advanstar may terminate this Agreement immediately without notice or cure period, without liability to Advanstar. Either party may terminate this Agreement for convenience, with or without cause, upon thirty (30) days written notice to the other party. In the event of any termination, Advertiser shall remain liable for any amount due under an IO for advertisement delivered by Advanstar and such obligation to pay shall survive any termination of this Agreement.

R – Applicable if 3rd Party Server is used. Advanstar will track delivery through its ad server and Advertiser will also track delivery through its proprietary or subcontracted 3rd Party Ad Server whose identity is set forth in the IO. Advertiser may not substitute the 3rd Party Ad Server specified in the IO without Advanstar’s prior consent. Advertiser and Advanstar agree to give reciprocal access to relevant and non-proprietary statistics from both ad servers, or if such is not available, provide weekly placement-level activity reports to each other. In the event that Advanstar’s ad server measurements are higher than those produced by the Advertiser’s 3rd Party Ad Server by more than 10% over the invoice period, Advertiser will facilitate a reconciliation effort between Advanstar and 3rd Party Ad Server.

Advertiser’s Initial _____

Where Advertiser utilizes a 3rd Party Ad Server Advanstar will not bonus more than 10% above the Deliverables specified in the IO without prior written consent from the Advertiser. Permanent or exclusive placements shall run for the specified period of time regardless of over-delivery, unless the IO establishes an impression cap for 3rd Party Ad served activity. Advertiser will not be charged by Advanstar for any additional Ads above any level guaranteed or capped in the IO. If a 3rd Party Ad Server is being used and Advertiser notifies Advanstar that the guaranteed or capped levels stated in the IO have been reached, Advanstar will use commercially reasonable efforts to suspend delivery.

When applicable, 3rd Party Ad Server tags shall be implemented so that they are functional in all aspects.

S – These Standard Terms, together with IOs submitted by Advertiser, (i) shall be governed by and construed in accordance with the laws of the State of New York and the United States, without giving effect to principles of conflicts law; (ii) may be amended only by written agreement executed by an authorized representative of each party; and (iii) constitute the complete and entire expression of the agreement between the parties, and shall supersede any and all other agreements regarding the subject matter hereof, whether written or oral, between the parties. Failure by either party to enforce any provision of these Standard Terms shall not be deemed a waiver of future enforcement of that or any other provision. Advertiser may not resell, assign, or transfer any of its rights hereunder.

Advertiser's Initial _____