

WHN ADVERTISING TERMS AND CONDITIONS

These WHN Advertising Terms and Conditions (or the "Agreement") are incorporated into the proposal/insertion order. Wisconsin Hoops Network, LLC is referred to below as "WHN". WHN and Advertiser each are referred to in this Agreement as a "Party" and collectively as the "Parties."

1. **Acceptance of Order; Rates.** The acceptance of any advertising order is subject to WHN's approval. The sales agent shall not have the authority to accept any such proposal/insertion order on behalf of WHN, and WHN reserves the right to reject any advertising, without any liability. All advertising purchased will be at the rates set forth on the proposal/insertion order and on the terms indicated in this Agreement. WHN may increase the rates listed on the proposal/insertion order, or change the terms hereof, upon 30 (thirty) days notice to Advertiser. If the rates are increased or terms changed, Advertiser may cancel the remainder of the term of this Agreement, as of the date the new rates or changes become effective, without liability for failure to meet any volume commitment. Advertiser must notify WHN in writing within 30 (thirty) days of notice of the changes if Advertiser decides to cancel the remaining term of this Agreement because of rate increases or changes in the terms. If Advertiser fails to provide such written notice, Advertiser agrees to be bound by the new rates and terms, which will become a part of this Agreement and become effective on the date set forth in WHN's notice. The space contracted for will not be sublet to others, nor used for other purposes than contemplated by this Agreement.
2. **Payment.** The Advertiser will make payment to WHN within 30 (thirty) days of the date of WHN's invoice (unless an earlier due date is stated on the proposal/insertion order). In addition to the amount owed for unpaid advertising and applicable interest or late charges, the Advertiser agrees to pay WHN for all expenses incurred by it to collect any amounts payable under this Agreement, including costs of collection, court costs and attorney's fees. If pricing is based on the number of impressions, the final, determinative count of the number of impressions shall be according to WHN statistics and Advertiser acknowledges and agrees that the WHN number count shall be controlling for all purposes under this Agreement.
3. **Termination.** WHN may reject, suspend or terminate an advertising order, or immediately terminate this Agreement, upon notice to Advertiser for any of the following reasons: (a) if the Advertiser fails to make payment by the date specified in WHN's invoice or otherwise fails to perform any of the provisions of this Agreement, (b) if the Advertiser makes an assignment for the benefit of creditors, (c) if a petition in bankruptcy or for reorganization under the bankruptcy or insolvency laws is filed by or against the Advertiser, (d) if the Advertiser ceases doing business or is likely to cease doing business or (e) in the opinion of WHN, the credit of the Advertiser is or may be impaired. If this Agreement is terminated for any of these reasons, Advertiser will nevertheless remain liable for any volume commitment. WHN will calculate the balance remaining on the volume commitment, add that balance to the amounts owing for advertising published, whether billed or unbilled, and send an invoice to Advertiser, which shall be due and owing as of the date sent.
4. **Indemnification.** Advertiser and the advertising agency signatory to this Agreement (if any) will defend, indemnify, and hold WHN harmless from, at Advertiser's or the agency's sole expense, any claims, suits, actions, damages, liabilities, costs and expenses of any nature whatsoever (including, without limitation, reasonable attorneys' fees and court costs) arising out of claims that any advertising infringes or otherwise violates any rights of a third party with respect to any patent, trade secret, copyright, trademark, service mark, trade name or other proprietary rights, as well as from any or claims alleging libel, privacy invasion, unfair competition, defamation, or misuse of publicity rights. WHN shall notify Advertiser promptly in writing of any such action. Any defense or settlement relating to property owned by WHN shall be subject to WHN's review and approval. Advertiser shall, to the fullest extent permitted by law, indemnify, defend and hold harmless WHN against all claims, losses, costs, expenses, damages, and liabilities arising from: (i) the negligence, willful misconduct or strict liability of Advertiser, or its agents, employees, or contractors; or (ii) any material breach by Advertiser of any provision of this Agreement. Advertiser shall not be responsible or liable to WHN for any claim, loss, cost, expense, damage or liability to the extent solely attributable to any negligent acts or omissions of WHN. This section shall survive termination.
5. **Production Errors.** Advertiser is solely responsible for all content proofing and quality assurance. The Advertiser may not claim a breach, terminate or cancel this Agreement for typographical errors, incorrect insertions or omissions in advertising published or distributed, or for a failure to publish, insert or distribute any advertising. WHN agrees to run a corrective advertisement for that portion of the first insertion which may have been rendered valueless by a typographical error caused by WHN, or an incorrect insertion or omission of copy by WHN, unless the advertisement was submitted after deadline. Advertiser shall notify WHN of such errors in time for correction before the second insertion. The corrective advertisement or credit shall not exceed the cost of the actual space occupied by the error. WHN will not be liable to Advertiser for any loss or damage that results from any typographical error, incorrect insertion or omission, or failure to insert, distribute or publish any advertising. A request for a credit letter and any claim for adjustment due to errors by WHN must be made within 36 (thirty-six) hours after publication. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL WHN OR ITS LICENSORS, SUPPLIERS OR RESELLERS BE LIABLE TO ADVERTISER OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, DAMAGES RESULTING FROM DISABLING OF THE WEBSITE, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. ADVERTISER'S SOLE REMEDY, AND WHN'S SOLE LIABILITY, SHALL BE THE RETURN TO ADVERTISER OF THE AMOUNT PAID FOR ANY ADVERTISING THAT WAS NOT PUBLISHED DUE TO THE ERROR OR FAULT OF WHN. IN NO EVENT WILL WHN BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID IN CONNECTION WITH THE ADVERTISING, EVEN IF WHN SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.
6. **Advertising Agencies.** An advertising agency who places advertisements and receives statements for its customer is acting as an agent for the Advertiser. The Advertiser remains responsible for payment of account balances, signing of contracts and for all other liabilities. Advertiser is deemed to have received refund payments, notices, and other documents when received by its agent. Agency commission, if any, is offered to recognized advertising agencies that will assume financial responsibility for all advertising placed by the agency. Agency commission, if any, will apply to all charges and adjustments under this Agreement. If the Advertiser uses an agency, the Advertiser and the agency agree to be jointly and severally liable for any payment or amount required to be paid to WHN in this Agreement and for failure to comply with the terms of this Agreement. All disclaimers contained in advertising agency insertion orders or contracts as "agency for" are void and suspended by this Agreement.
7. **Ownership.** All advertising copy which represents the creative effort of WHN and/or utilization of creativity, illustrations, labor, composition or material furnished by it, is and remains the property of WHN, including all rights of copyright therein. Advertiser understands and agrees that it cannot authorize photographic or other reproductions, in whole or in part, of any such advertising copy for use in any other newspaper or other advertising medium not owned by WHN, without the express written consent of WHN.
8. **Taxes.** In the event that any federal, state or local taxes are imposed on the printing, publication or distribution of advertising material or on the sale of advertising, these taxes will be assumed and paid by the Advertiser.
9. **Advertising Content.** WHN may edit or alter, or in its sole discretion, omit, reject or cancel at any time, any of Advertiser's promotions or advertising. All advertising copy that might be mistaken for an article, commentary or otherwise simulating an editorial format must be clearly marked as an "advertisement". All advertising positions are at the option of WHN, unless a specific position is purchased by the Advertiser. Failure to meet position requests will not constitute cause for adjustment, refund, rerun, termination or cancellation of this Agreement.
10. **Excusable Delays.** WHN will not be liable for any damages related to delay or failure to perform due to causes beyond its control, including but not limited to, fire, strike, work stoppage or other labor interruption, freight embargo, terrorism, sabotage, war, civil disturbance, governmental action, rules or regulations, failure of machinery, equipment or information systems, failure of suppliers, failure or delay of common or private carriers, the elements, flooding, power outages or interruptions or acts of God. WHN's inability or failure to perform will not constitute a breach of this Agreement. Performance by WHN of its obligations under this Agreement will be suspended during this type of delay or failure to perform. The Advertiser may, however, terminate this Agreement if suspension lasts more than 30 (thirty) days.
11. **No Waiver.** WHN's failure to insist upon the performance by the Advertiser of any term or condition of this Agreement or to exercise any of WHN's rights under this Agreement on one or more occasions will not result in a waiver or loss of WHN's right to require future performance of these terms and conditions or to exercise its rights in the future.
12. **Miscellaneous.** All covenants and agreements of the parties made in this Agreement will survive termination or expiration of this Agreement. This Agreement, WHN's accepted proposal/insertion order (and, if attached or otherwise referenced, WHN's current rate cards) constitute the entire agreement between the parties and supersede and cancel any prior agreements, representations or communications, whether oral or written, between the parties relating to the subject matter of this Agreement. This Agreement may not be changed orally and may only be amended in writing signed by both parties. This Agreement may not be assigned by Advertiser without the prior written consent of WHN, which will not be unreasonably withheld. This Agreement will be governed by the laws of the State of Wisconsin without reference to rules governing choice of laws.