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Production

For contracts, insertion orders, other instructions, publication-set copy, reproduction materials, electronic file disks, and proofs:

Advanstar Communications

485F US Highway 1 South, Suite 100
Iselin, NJ 08830-3009

Executive Vice President

Advanstar Healthcare Group
R. Steve Morris
732-346-3017 • smorris@advanstar.com

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Lists

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Recruitment

Joanna Shippoli
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jshippoli@advanstar.com

ContemporaryOB/GYN

Attn: David Erickson
Advanstar Communications
131 West 1st Street, Duluth, MN 55802-2065
(218) 740-6808 • (218) 740-6381 (fax)
derickson@advanstar.com

For detailed digital ad specifications and to submit your materials go to:
www.adsatadvanstar.com



EDITORIAL

General Editorial Direction:

Contemporary OB/GYN translates key advances in the specialty into excellence in day-to-day practice. It combines contemporary critical thinking from top academic physicians and evidence-based insights from eminent clinicians into expert articles that are concise, thorough, and compellingly illustrated.

Average Issue Information:

- a) Average number of articles/issue:** 6.
- b) Average article length:** 5.5 pages.
- c) Editorial departments/features:** Professional Update, Clinical Insights, Legally Speaking, Clinician to Clinician, Sign Out, New Products, MFM Consult, OB/GYN Briefing, and NAMS Notes.

Origin of Editorial:

100% solicited and peer-reviewed

New Product Releases:

Submit new product press releases to Tara Stultz, Chief Editor, at tstultz@advanstar.com.

Editorial Research:

Editorial research is conducted on a regular basis. Ob/gyns are asked questions relating to readership of articles and departments in the issue, their potential readership of topics under consideration for future issues, and demographics such as age, specialty, and type of practice.

Ad Format and Placement Policy:

- a) Format:** Interspersed between and within articles.
- b) Ads Rotated:** Yes.

Ad/Edit Ratio: 59/41

CIRCULATION

Coverage and Market:

- a) Coverage:** 50 states and foreign.
- b) Market:** Office-based and hospital-based MDs and DOs who specialize in obstetrics and/or gynecology and neonatology/ perinatal medicine, including reproductive endocrinology, maternal & fetal medicine, family practice, general practice, gynecologic oncology and other physician specialties as well as physician assistants, nurse practitioners, nurses and other allied healthcare professionals.

Selection Criteria:

- a) Circulation distribution:** 97.5% controlled, 2.5% paid.
- b) Paid circulation:** libraries and other non-qualified circulation.
- c) Subscription rates:** US, \$110; Canada and foreign, \$140; Single copy US, \$13; Canada, \$19; foreign, \$20.

Circulation Verification:

- a) Audit:** BPA Worldwide.

Circulation Modifications or Changes:

- a) Additions/Modifications:** None

Circulation Coverage*:

	Total Qualified	Print Version Only	Electronic Version Only
Ob/gyn	36,647	31,896	4,751
Gynecology	2,146	1,699	447
Obstetrics	194	168	26
Neonatal-Perinatal Medicine	248	177	71
Gynecological Oncology	389	332	57
Maternal & Fetal Medicine	569	387	182
Reproductive Endocrinology	575	460	115
Family Practice	147	12	135
General Practice	40	18	22
Other Physician Specialty	107	2	105
Nurse Practitioner/Physician Assistant	6,470	6,018	452
Nurse, Midwife, Other	262	38	224
Other Paid Circulation	1,126	1,126	-
Total Qualified	48,920	42,333	6,587

*July 2009 BPA Worldwide Audit

PRINT RATES

Full-Run Rates:

a) B/W Rates	1x	3x	6x	12x	24x	36x	48x	60x	72x	84x	96x	108x
Page	\$5,645	\$5,605	\$5,535	\$5,320	\$5,125	\$5,035	\$4,865	\$4,800	\$4,795	\$4,650	\$4,630	\$4,535
2/3 Page	5,005	4,955	4,865	4,675	4,515	4,440	4,290	4,230	4,225	4,115	4,085	4,085
1/2 Page	3,970	3,930	3,870	3,715	3,590	3,515	3,395	3,360	3,340	3,255	3,240	3,240
1/3 Page	2,950	2,910	2,875	2,755	2,665	2,605	2,530	2,505	2,465	2,415	2,395	2,395

b) Demographic Rates Available on a limited basis. Contact your account manager for rates.

Color: In addition to earned B&W rates.

Charge per color/page or fraction

Second color (magenta, cyan, yellow):	\$1,165
Matched color (all PMS excluding 800 series):	\$1,750
Sheen/Metallic/Fluorescent color (PMS 800 series):.....	\$2,610
3- and 4-color process:	\$3,315
5-color: 4C process rate + PMS or Sheen rate	

Covers and Premium Positions (non-cancelable)*:

Add the premium for positions to the earned B&W rate. Then add charge for color.

a) Cover Rates:

Second cover:	\$8,050*
Third cover:	\$5,950*
Fourth cover:	\$10,075*

b) Premium Positions:

Opposite Dr. Lockwood's editorial:.....	\$6,390*
Opposite Table of Contents:	\$6,390*

c) Special Position Charge: +10%

When a cover is included in a multiple-page . space unit, all pages must be full pages.

Corporate Discounts are based on prior year spending beginning at \$100,000 – see your Sales Rep for details.

INSERT RATES

Insert Rates:

	1x	3x	6x	12x	24x	36x	48x	60x	72x	84x	96x	108x
2 Page	\$11,290	\$11,210	\$11,070	\$10,640	\$10,250	\$10,070	\$9,730	\$9,600	\$9,590	\$9,300	\$9,260	\$9,070
4 Page		22,420	22,140	21,280	20,500	20,140	19,460	19,200	19,180	18,600	18,520	18,140
6 Page			33,210	31,920	30,750	30,210	29,190	28,800	28,770	27,900	27,780	27,210
8 Page			44,280	42,560	41,000	40,280	38,920	38,400	38,360	37,200	37,040	36,280
10 Page			55,350	53,200	51,250	50,350	48,650	48,000	47,950	46,500	46,300	45,350
12 Page				63,840	61,500	60,420	58,380	57,600	57,540	55,800	55,560	54,420

INSERT INFORMATION

Acceptance: Submit samples to Production Manager

Quantity: 52,000

BRCS: BRC must accompany a minimum of a full-page ad. BRCs are charged at the 1x B&W page rate. Bellybands, coverts, outserts are available. Please contact your sales manager.

Shipping:

Mark all insert cartons with publication name, date of issue, advertiser, product name, and insert quantity.

Trimming:

- Ship folded: 8" x 10¾" Tipped in: 7½" x 10¾"
- Keep live matter 1/2" from trimmed edges & 1/2" from gutter trim
- Book is jogged to head
- Trims: 1/8" head, allow 1/8" for gutter, outside, and foot trim

Contemporary OB/GYN

c/o R.R. Donnelly
100 Banta Road
Long Prairie, MN 56347
320-732-2121

DISCOUNT INFORMATION

Corporate Discount Program (CDP):

Effective with January 1, 2010 insertion orders, the Corporate Discount Program is based on an advertiser's 2009 net advertising plus non-CME promotional project expenditures in all of the Advanstar Communications healthcare print media. Please contact your national sales manager for more information and your discounted rate.

Product Incentive Programs (PIP):

Run a minimum of 6 product insertions in **Contemporary OB/GYN** and save. The more insertions, the more you save.

Number of Insertions:	6x	9x	12x
Discount:	6%	11%	16%

Product Incentive Program Criteria:

i) The minimum number of insertions at each level must be met within a calendar year. One full page in **Contemporary OB/GYN** is the minimum insertion size.

ii) For simplicity, and maximum savings, the Product Incentive Program percent savings will be taken off the product's gross insertion expenditure. The PIP discount should be added to your corporation's Corporate Discount Program (CDP) earned discount and the resulting total percentage is taken off of the gross insertion cost.

iii) You can project what Product Incentive Program level you will achieve for the year and begin to realize savings immediately. At your earliest convenience, please notify your **Contemporary**

OB/GYN sales representative of your product's planned Product Incentive Program participation level. If the product does not meet the projected level, or exceeds its projected level, that product will be short rated or rebated accordingly. If the product is pulled off the market due to an FDA ruling, the accrued savings will stand, and the company will not be penalized for loss of product continuity.

iv) All of a product's indications work together to attain a product's insertion level.

Add-a-Brand Program:

When you advertise in **Contemporary OB/GYN** and run the same size ad unit for the same product in the same month in more than one Advanstar healthcare brands (**Contemporary OB/GYN, Contemporary Pediatrics, Drug Topics, Formulary, Managed Healthcare Executive, Medical Economics, Urology Times**) you will receive a discount dependent upon the number of brands you run in. The more brands you choose the deeper the discount.

2 brand buy = 15%	4 brand buy = 25%	6 brand buy = 35%
3 brand buy = 20%	5 brand buy = 30%	

Note: This discount may not be used when advertising in **Cosmetic Surgery Times, Dermatology Times, Healthcare Traveler, LocumLife, Ophthalmology Times & Optometry Times**. The Advanstar Corporate Discount Program can be applied. You may not combine the Product Incentive Program with this discount program.

ISSUANCE & CLOSING

First Issue: January 1973

Frequency: Monthly

Issue Dates: See chart below.

Mailing Class: Periodical.

Closing Dates: See chart below. Reservations for space must be confirmed by written insertion order prior to closing.

Issue Date	Ad Close	Materials Due	Insert Due At Printer	Editorial Features
January	12/7/09	12/10/09	12/17/09	• Medicolegal Series: Shoulder dystocia
February	1/11/10	1/14/10	1/21/10	• Interpreting & managing fetal heart rate tracings
March	2/4/10	2/9/10	2/16/10	• What causes brachial plexus injury?
April	3/8/10	3/11/10	3/18/10	• Cesarean hysterectomy
May	4/6/10	4/9/10	4/16/10	• Update on the risks of taking medication during pregnancy
June	5/11/10	5/14/10	5/21/10	• Simulation training in surgery
July	6/4/10	6/9/10	6/16/10	• Controversies in breast cancer • Reader Response Survey
August	7/6/10	7/9/10	7/16/10	• Finding the best candidates for a vaginal trial of labor
September	8/4/10	8/9/10	8/16/10	• Update on gestational diabetes
October	9/3/10	9/9/10	9/16/10	• Preventing ureteral injuries during pelvic surgery
November	10/4/10	10/7/10	10/14/10	• Severe preeclampsia
December	11/2/10	11/5/10	11/12/10	• Prenatal CMB screening

DIGITAL PAGE REQUIREMENTS

Ad Sizes and Bleed Sizes (in inches):

	Non-Bleed Sizes Width/Depth	Bleed Sizes Width/Depth (1/8" trim incl.)
2 facing pages	14½ × 9½	15¾ × 10¾
1 page	6¾ × 9½	8 × 10¾
2/3 page	4½ × 9½	5¼ × 10¾
1/2 page (vertical)	3¾ × 9½	4¾ × 10¾
1/2 page (horizontal)	6¾ × 4¾	8 × 5¾
1/3 page (vertical)	2¾ × 9½	2¾ × 10¾
1/3 page (square)	4½ × 4¾	(no bleed size)

a) Live matter: Hold ¾" from trim on all sides.

b) Trim size of journal: 7¾" × 10½".

Paper Stock:

a) Text Pages: 38# machine coated.

b) Covers: 80# offset enamel.

Type of Binding:

Perfect bound. Jogs to head.

Screen Requirements:

a) Covers: 150 line.

b) 4C Screen: 133–155 line.

c) Density of Tone: 4C ads not exceed 300%; 2C, 190%; B&W, 95%.

1 CMYK is the only accepted mode for 4C ads. Do not use RGB.

2 Do not use spot color unless you are paying for a PMS (Pantone) color.

3 Colors viewed on your monitor may not be representative of final output. Always check monitor color values against CMYK color swatches and the final KODAK APPROVAL color proof or equivalent. Laser color proofs are for identification only. Should proofs not meet specifications, we will print to published SWOP ink densities. C@1.30, M@1.40, Y@1.00, and K@1.70.

Reproduction Requirements: Follow "Specifications for Web Offset Publication" (SWOP) Tenth Edition for printing in the new millennium. **Contemporary OB/GYN** is printed Web offset. Our preferred ad page material is an electronic digital file furnished as a PDF/X1a. Any omissions, or color deviation from a submitted proof, other than a quality KODAK APPROVAL or equivalent, will not warrant adjustment for space or color charge.

Disposition of Material and Inserts: Inserts and electronic ad files are held for one year from date of last insertion and then destroyed. Supplied disks are not returned or retained.

Digital Ad Requirements

- Digital data is required for all ad submissions. Preferred format is PDF/X-1a. Note that a standard PDF is not a preferred format, files should be a PDF/X-1a which is a PDF subset specific to printing. Publisher shall have no obligation or liability to Advertiser of any kind (including, without limitation, the obligation to offer Advertiser makegoods or any other form of compensation) if an ad is supplied to Publisher by Advertiser in any format other than our preferred formats. Non-preferred or non-acceptable formats will be charged a \$150 processing fee. All files should be built to exact ad space dimensions purchased. For detailed instructions on preparing PDF/X-1a files and submitting ad files to the correct size, go to www.AdsAtAdvanstar.com or contact the production manager.
- Publisher will not supply a faxed or soft proof for Advertiser-supplied files. Advertiser is solely responsible for preflighting and proofing all advertisements prior to submission to Publisher. If Publisher detects an error before going to press, Publisher will make a reasonable effort to contact Advertiser to give Advertiser an opportunity to correct and resubmit Advertiser's file before publication.
- Accepted Method of Delivery:** The preferred method of delivering ad files to Advanstar is via a web based ad uploader, www.AdsAtAdvanstar.com. Files can also be submitted on CD-R or DVD-R disc format.
- Ad Proofs:** To insure that Advertiser's ad is reproduced correctly, a SWOP-certified color proof that has been made from the same file that Advertiser supplies to Publisher must be provided. Publisher cannot provide Advertiser any assurances regarding the accuracy of reproduction of any ad submitted without a SWOP proof. Publisher shall have no obligation or liability to Advertiser of any kind (including, without limitation, the obligation to offer Advertiser makegoods or any other form of compensation) for any ad supplied to Publisher by Advertiser without a SWOP proof.

Provider Information Required:

- Issue date.
- Advertiser, product, and agency name.
- Agency contact person and phone number, or vendor name and phone number.
- List of contents (printout of disk contents).

Forward Digital File, Proof, and Content List to:

Contemporary OB/GYN

Attn: David Erickson

131 W. 1st Street, Duluth, MN 55802-2065

218-740-6808 • 218-740-6381 (fax)

derickson@advanstar.com

Advanstar Communications 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. Terms: Invoices are rendered on the publication date of each issue of a printed magazine, e-mail newsletter or digital edition of a magazine, and once per month in arrears for website advertising campaigns, and are due upon receipt.

B. Advanstar holds the Advertiser and its advertising agency jointly responsible for paying all duly authorized advertising inserted in or attached to any magazines, e-newsletters or websites owned or operated by Advanstar. All past due payments may be re-invoiced directly to the Advertiser, who will be held fully responsible for payment.

C. Agency commission: 15% of gross billings on space and premium positions. Production charges are not subject to agency commission. 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.

E. Except as otherwise expressly provided in the IO, positioning of advertisements within an Advanstar magazine, e-newsletter, 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 magazine, e-newsletter, website or any other advertising product at any time and without notice. Further, Advanstar does not guarantee that access to its website will be uninterrupted or that the website or any ads placed on it will meet the Advertiser's requirements.

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 to publish in substitution any prior advertisement submitted by Advertiser until such time as Advanstar can reasonably begin publication of the advertisement set forth in the IO.

G. Each insertion order for an Advanstar web product 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 be 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 advertisement delivery scheduling and/or advertisement 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.

Advanstar will use commercially reasonable efforts to comply with the IO including all advertisement placement restrictions, requirements to create a reasonably balanced delivery schedule, and to provide within the scope of the IO, an advertisement 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 advertisement 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 without 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 advertisements 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. Advertisement 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 advertisements, 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 actual Deliverables for any campaign fall below guaranteed levels, as set forth in the IO, and/or if there is an omission of any advertisement (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.

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 advertisements above any level guaranteed or capped in the IO.

H. 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.

I. All contents of advertisement 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. In the event of such occurrence, Advanstar shall return to Advertiser the amount of the booked value of the advertisement as Advertiser's sole remedy for any claims of loss or damage arising from such rejection or cancelation.

J. 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.

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

L. An order for an advertisement in an Advanstar magazine or e-newsletter may be cancelled by Advertiser for any reason up to the issue's published ad close date (the "Close Date"). Advertiser will be responsible for, and hereby agrees to pay, orders cancelled after the Close Date, regardless of the date of ad placement.

M. An order for an advertisement on any website owned or operated by Advanstar may be cancelled for any reason upon thirty (30) days written notice from the Advertiser.

N. A 1/6 page ad is the minimum rate holder. (WILL VARY PER MAGAZINE)

O. In the event Advertiser notifies Advanstar of a request and/or required change of copy (the "Copy Change") and Advertiser fails to deliver the Copy Change to Advanstar by the Close Date, Advertiser will forfeit such advertisement placement and Advertiser will be responsible to pay for the forfeited advertisement.

P. 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.

Q. 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 file modifications, creative or typography services provided by Advanstar.

R. Advanstar will hold Advertiser's advertising materials for a maximum of one year from the date of the issue in which the ad last ran. 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.

S. 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 for any advertisement.

T. 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 advertisements delivered by Advanstar and such obligation to pay shall survive any termination of this Agreement. Under no circumstances shall Advanstar be liable for any indirect, incidental, special or consequential damages (including, without limitation, loss of profit or impairment of goodwill) of any Advertiser. Under no circumstances shall Advanstar's direct or indirect liability to any advertising agency or Advertiser exceed the invoiced cost of the advertisement.

U. 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.

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. 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 respects.

V. 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.

Section headings are for convenience only and shall not be construed as part of this Agreement.