

Terms and Conditions for Advertising

1. Scope

These terms and conditions (the "Terms and Conditions") are entered into between Parking Today Media, LLC ("Publisher") and any advertiser ("Advertiser") who submits advertisements to Publisher for publication in any of Publisher's publications or media products, regardless of format (each, a "Publication").

2. Definitions

For purposes of these Terms and Conditions: "advertisement" or "ad" means each advertisement submitted by or on behalf of Advertiser to Publisher for publication; "Advertiser Content" means each advertisement and all material (including, without limitation, all text, illustrations, photographs, and content linked to or otherwise referenced therein) submitted by or on behalf of Advertiser to Publisher for publication; and "Services" mean the advertising services offered by Publisher as contemplated by these Terms and Conditions.

3. Term

Unless otherwise agreed in writing, the minimum term commitment for the advertising shall be three (3) months, coinciding with the agreement execution date and expiring three (3) months following such execution date (the "Minimum Term"). Following expiration of the Minimum Term, these Terms and Conditions shall automatically renew for an additional three (3) month term (the "Renewal Terms") unless and until terminated in accordance with the provisions hereof. If either party desires to terminate these Terms and Conditions upon expiration of the Minimum Term or any Renewal Term, such party shall give the other party written notice of its intent to terminate these Terms and Conditions at least thirty (30) days prior to expiration of the then-current term. The Minimum Term and any Renewal Terms are collectively referred to hereafter as the "Term."

4. Termination for Cause

Either party may terminate these Terms and Conditions immediately upon written notice to the other party if:

- The other party commits a material breach of these Terms and Conditions and fails to cure such breach within fifteen (15) days after receiving written notice specifying the breach;
- The other party becomes insolvent, makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated bankrupt or insolvent, or has a receiver appointed;
- The other party engages in any illegal, fraudulent, or unethical business practices related to these Terms and Conditions;
- Advertiser fails to make payment when due on three (3) or more occasions during any twelve (12) month period; or
- The advertisement or Advertiser Content violates any applicable law, regulation, or industry standard.

Upon termination for cause, Advertiser shall remain liable for all amounts due and owing through the date of termination, and Publisher shall have no obligation to provide any refund or credit. Termination for cause shall not affect any other rights or remedies available to either party under these Terms and Conditions or applicable law.

5. Payments and Invoicing

Advertiser agrees to pay in advance for the advertising for the Minimum Term (and each Renewal Term) at the agreed upon rate (the "Rate"), plus taxes if applicable. Publisher reserves the right to increase such rates prior to any Renewal Term upon thirty (30) days prior notice to Advertiser.

Payment Terms: Invoices are net on receipt of invoice on approved credit for all services. A service charge of 1.99% per month (depending upon state limit laws) will be applied after 20 days. ACH Payments, VISA, MasterCard, and Amex are accepted. There will be a 2.99% card processing fee added to invoice payments made by credit card.

In the event of a default in payment of monthly charges, Publisher may declare payment of the entire amount of any remaining charges for the then current Term immediately due and payable. Advertiser shall be responsible for all costs associated with the collection of any past due amounts, including, without limitation, reasonable attorneys' fees and costs.

6. Insertion Orders and Agency Responsibility

Insertion orders are accepted from agencies with the understanding that the agency is acting as the advertiser's representative. Agency and advertiser are jointly and severally responsible for all space, color, position, and production service charges incurred by either. Insertion orders placed by an agency represent acceptance of all terms and conditions in this document. Publisher is not bound by conditions appearing on order forms or instructions from any agency or advertiser that conflict with the terms listed herein. All items are non-commissionable.

7. Art Files, Deadlines, and Design Services

Art Files

All art files must be provided by the dates published on the specification sheet.

Deadlines

If artwork is not received by the closing date, the ad run in previous issues will be published. Advertiser will still be responsible for all charges related to ad insertion per this insertion order. Orders not cancelled as of the art deadline date listed on the specification sheet will be billed, even if advertiser fails to furnish copy or files.

Design Services

Design services are available for advertisers who need design production work, billable at commercial rates with a minimum charge of \$75. Publisher reserves the right to authorize modifications to meet design specifications.

Technical Quality

Publisher shall not be responsible for any advertisement or Advertiser Content that cannot be accessed or viewed online because the material was not received by Publisher in the proper form, in a timely manner, or in an acceptable technical quality for online display in the Publication.

8. Written Instructions and Order Changes

No verbal instructions of any kind will be accepted by the Publisher - all requests must be in writing, including ad cancellations. Written insertion orders, schedules, incentives, and instructions are NOT binding until fully accepted and approved by Publisher.

Advertising changes or cancellations must be received before the space reservation date listed on the specification page. Advertiser may cancel an advertisement only upon written notice to Publisher provided at least 30 days prior to the anticipated publication date. Upon

timely written notification of cancellation to Publisher, Publisher agrees to cease accrual of additional charges with respect to the advertisement. However, Advertiser shall remain responsible for payment of any amounts owed.

9. Publisher's Rights to Reject, Alter, and Label

Publisher may, in Publisher's sole discretion: (a) reject any advertisement or portion thereof; (b) alter any Advertiser Content in order for the advertisement to conform to Publisher's editorial standards; (c) label an advertisement as "advertisement" or such other designation upon publication; and (d) cancel or reject any advertising copy or advertising order, even if the ad has been previously published.

Advertisement Labels: Advertisements that might not be obviously distinct from editorial content must be labeled as advertisement, and the Publisher reserves sole discretion to label advertisement as such to distinguish it.

All changes must be submitted in writing and acknowledged as received in writing to be considered effective.

10. Positioning of Advertisements

Publisher does not guarantee positioning of advertisements. Unless otherwise agreed in writing, Publisher shall treat all position requests as nonbinding.

11. Advertiser's Warranty and Trademarks

Advertiser warrants that it is, and at all relevant times shall be, fully authorized to sell and provide the products and services displayed in the advertisement, and that Advertiser is, and at all relevant times shall be, in compliance with all laws and licensing requirements relating in any manner to such products or services or to the advertisement thereof.

Advertiser makes, and Publisher is relying upon, the following representations, warranties, and covenants: Advertiser has the necessary rights to provide all information provided in the advertisement and Advertiser Content for use as described in these Terms and Conditions, and all such information and all claims, statements, products and services contained or referenced therein (a) do not violate any law, statute, ordinance, treaty, regulation, or policy or guideline of Publisher; (b) do not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party; (c) do not breach any duty towards or rights of any person or entity including rights of publicity or privacy, and have not otherwise resulted in or are not likely to result in any consumer fraud, product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity; (d) are not false, deceptive or misleading; (e) are not defamatory, libelous, slanderous or threatening; and (f) do not contain any computer viruses or other damaging code.

Trademarks: Advertiser agrees the names and/or pictures of people, living or dead, as well as any trademarks, copyrighted or private material and any testimonials are fully authorized and licensed for advertiser to use. Advertiser agrees to indemnify and hold harmless Publisher against all loss, liability, damage and expense of any nature arising out of the publication of such material.

12. Ownership and Use

As to advertising products Publisher creates for Advertiser, whether in whole or in part, and any derivative work that Publisher creates from any Advertiser Content, Advertiser acknowledges that Publisher is an author and assigns to Publisher all rights in and to any independently copyrightable contribution Advertiser might have made to the advertisement. Advertiser further acknowledges that Publisher retains all right, title, and interest, including the copyright, in such advertising products and that

neither Advertiser nor Publisher intends for such advertisement to constitute a joint work.

Advertiser may not reproduce in any format or otherwise use any such advertising products without the prior written consent of Publisher, which consent may be withheld. Advertiser grants Publisher a nonexclusive license during the Term of these Terms and Conditions, including the right to sublicense, to copy, distribute, create derivative works based upon, publicly display, publicly perform and otherwise use any trademark, service mark, graphics, text or other content Advertiser provides to Publisher in connection with Publisher's performance of the Services.

Upon termination of these Terms and Conditions, Publisher is not obligated to return any of these works to Advertiser. Publisher will have no liability whatsoever to Advertiser or any third party for any content provided by Advertiser included in any advertisement, and Advertiser shall be solely and exclusively liable for the content.

13. Indemnification

Advertiser agrees to indemnify, defend and hold harmless Publisher from and with respect to any claims, actions, liabilities, expenses, costs, losses or damages (including, without limitation, attorneys' fees) sustained in any way pertaining to the placement of the advertisement in the Publication or arising out of or in connection with these Terms and Conditions, including, without limitation, any claims, suits or proceedings for defamation or libel, violation of right of publicity or privacy, criminal investigations, infringement of intellectual property rights, or false or deceptive advertising or sales practices.

14. Errors, Omissions, and Liability Limitations

Publisher's acceptance of these Terms and Conditions and the Rate charged for the Services are based upon Publisher's limitation of liability as set out in this section and upon Advertiser's agreement to these Terms and Conditions. The parties acknowledge that errors and omissions can occur in advertising. Accordingly, there are no express or implied warranties of merchantability or fitness for any particular purpose of the Services.

Publisher makes no warranty of performance to Advertiser and, in fact, disclaims any such warranty. Advertiser represents that Advertiser has not relied upon any such warranty and assumes all risks concerning the functionality, performance or results of the advertisement. Publisher cannot and does not guarantee that the advertisement will be timely published or published without error or omission.

Make-Goods: Publisher does not accept responsibility for proper reproduction or color match. No "make-goods" will be given for printing errors incurred by electronic media supplied. Publisher makes minor inspection of ad but will assume supplied materials are fully correct and in accordance with SWOP standards. Publisher is not responsible for correcting or changing ad materials unless instructed in writing by the advertiser/agency prior to material close date.

Publisher has no obligation to give Advertiser or any third party notice of such errors or omissions, or to correct them. Publisher is further not liable to Advertiser for an error or omission if the error or omission was caused by a third party, resulted from information supplied by a third party, or was caused by an act of God, labor stoppage, governmental authority or other act beyond Publisher's reasonable control.

PUBLISHER'S (INCLUDING FOR THIS PURPOSE, PUBLISHER AND ITS AGENTS') MAXIMUM LIABILITY TO ADVERTISER FOR ANY ERROR, OMISSION OR OTHER DEFAULT WHATSOEVER IS LIMITED TO THE RATE FOR THE APPLICABLE TERM, REGARDLESS OF WHETHER ADVERTISER ALLEGES CLAIMS AGAINST PUBLISHER IN CONTRACT OR IN TORT, OR OTHER BASIS IN LAW OR EQUITY. IN NO EVENT

SHALL PUBLISHER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHER DAMAGES, ARISING OUT OF OR RELATED TO THE SERVICES OR ANY ERRORS OR OMISSIONS WITH RESPECT TO THE ADVERTISEMENT.

In the event of an error, omission or other default in the publication of an advertisement, Publisher shall be liable to Advertiser, as Advertiser's sole remedy, for the amount (as determined by Publisher) by which the value of the advertisement was decreased, in no instance to exceed the Rate actually paid for the advertisement for the particular months of the Term in which the error, omission or other default allegedly occurred. Publisher's liability for any error will not exceed the cost of the space occupied by the error. Publisher cannot be held liable for circumstances beyond Publisher's control affecting production or delivery in any manner.

Publisher assumes no liability for errors or omissions in advertisers' or editorial indexes. Any adjustments to the advertising charges made by Publisher due to an error, omission or other default may be made, in Publisher's discretion, by credit against future payments due from Advertiser or by refund.

15. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under these Terms and Conditions to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond a party's reasonable control, including but not limited to:

- Acts of God, including fire, flood, earthquake, windstorm, or other natural disaster;
- War, invasion, hostilities, terrorist acts, riot, or other civil unrest;
- Government order, law, or action, including quarantine, embargo, or import/export restrictions;
- Pandemic, epidemic, or other public health emergency;
- Labor strikes or disputes (excluding those involving the party's own employees);
- Telecommunications, network, or Internet failure or interruption;
- Power failure or shortage; or
- Supplier or subcontractor failure, where such failure is itself caused by a Force Majeure Event.

The affected party shall give notice to the other party as soon as reasonably practicable of the Force Majeure Event, the date it commenced, its anticipated duration, and the extent to which it affects the party's ability to perform its obligations. The affected party shall use reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as practicable.

If a Force Majeure Event prevents, hinders, or delays the Publisher's performance of its obligations for a continuous period of more than thirty (30) days, either party may terminate these Terms and Conditions upon written notice to the other party. Upon such termination, Advertiser shall pay for all Services provided up to the date of termination, and neither party shall have any further liability to the other.

16. Attorneys' Fees, Costs, and Expenses

If either party to this Agreement incurs any cost or expense, including reasonable attorneys' fees in connection with any action, mediation, arbitration or like proceeding instituted by either party by reason of any alleged default and/or to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party in such action shall be entitled to recover its said reasonable expenses, including attorney's fees and expenses, from the other party.

17. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles. Parking Today Magazine is wholly owned by Parking Today Media, LLC, Austin, Texas. All advertisers and their agencies indemnify and protect the Publisher from loss of expense or claims due to lawsuits based upon the subject matter (including text, representation, copyrights, illustrations, or fitness for a particular purpose) and content of such advertisements. All written agreements and insertion orders shall be deemed entered into in the State of Texas and shall be construed and governed solely by the laws of that State.

18. Dispute Resolution

Informal Resolution: In the event of any dispute, controversy, or claim arising out of or relating to these Terms and Conditions, or the breach, termination, or validity thereof (a "Dispute"), the parties agree to first attempt in good faith to resolve the Dispute informally by direct negotiation between senior executives of each party with authority to settle the Dispute. Either party may initiate such negotiations by providing written notice to the other party describing the Dispute in reasonable detail.

Mediation: If the parties are unable to resolve the Dispute through informal negotiations within thirty (30) days after the written notice, either party may require that the Dispute be submitted to non-binding mediation administered by a mutually agreed upon mediator or mediation service in Austin, Texas. The parties shall share equally the costs of the mediation. Each party shall bear its own attorneys' fees and expenses related to the mediation.

Litigation: If the Dispute is not resolved through mediation within sixty (60) days after the commencement of mediation proceedings, or if either party refuses to participate in mediation, either party may initiate litigation. Any legal action or proceeding arising under or relating to these Terms and Conditions shall be brought exclusively in the state or federal courts located in Travis County, Texas, and the parties hereby consent to the personal jurisdiction and venue of such courts.

Injunctive Relief: Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's intellectual property rights, confidential information, or other proprietary rights, without the necessity of first pursuing informal resolution or mediation.

19. Confidentiality

Confidential Information: "Confidential Information" means any information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to business plans, financial information, customer lists, pricing information, marketing strategies, technical data, trade secrets, and proprietary information.

Obligations: The Receiving Party agrees to: (a) maintain the confidentiality of the Disclosing Party's Confidential Information using at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care; (b) not disclose the Confidential Information to any third parties except as expressly permitted herein; and (c) use the Confidential Information solely for the purposes of performing its obligations or exercising its rights under these Terms and Conditions.

Exceptions: Confidential Information does not include information that: (a) is or becomes publicly available through no breach of these Terms and Conditions by the Receiving Party; (b) was rightfully in the Receiving Party's possession prior to disclosure by the Disclosing Party; (c) is rightfully received by the Receiving Party from a third party without breach of any

confidentiality obligation; or (d) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

Permitted Disclosures: The Receiving Party may disclose Confidential Information to its employees, contractors, and professional advisors who have a legitimate need to know and who are bound by confidentiality obligations at least as protective as those contained herein. The Receiving Party may also disclose Confidential Information if required by law or court order, provided that the Receiving Party provides prompt written notice to the Disclosing Party (to the extent legally permitted) and cooperates with the Disclosing Party's efforts to seek protective treatment of such information.

Return or Destruction: Upon termination of these Terms and Conditions or upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all Confidential Information in its possession or control, except that the Receiving Party may retain one copy in its legal files for archival purposes only. The confidentiality obligations set forth in this Section shall survive termination of these Terms and Conditions for a period of three (3) years.

20. Assignment

Neither party may assign, transfer, or delegate any of its rights or obligations under these Terms and Conditions without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign these Terms and Conditions without consent: (a) to an affiliate or subsidiary; (b) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets; or (c) to a successor by operation of law. Any attempted assignment in violation of this Section shall be void. These Terms and Conditions shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

21. Notice Provisions

All notices, requests, demands, and other communications required or permitted under these Terms and Conditions shall be in writing and shall be deemed to have been duly given:

- Upon delivery, if delivered personally or by commercial courier service with written confirmation of receipt;
- Three (3) business days after being sent by registered or certified mail, return receipt requested, postage prepaid; or
- Upon receipt if sent by email to the email address specified by the receiving party, with confirmation of transmission, provided that a copy is also sent by one of the other methods specified above within one (1) business day.

Notices to Publisher shall be sent to:

Parking Today Media, LLC Attn: Legal Department Austin, Texas Email:
legal@parkingtoday.com

Notices to Advertiser shall be sent to the address and email address provided by Advertiser in the applicable insertion order or as otherwise specified in writing by Advertiser.

Either party may change its address for notice by providing written notice to the other party in accordance with this Section.

22. Amendment and Modification

These Terms and Conditions may not be amended, modified, or supplemented except by a written instrument signed by authorized representatives of both parties. No amendment or modification shall be effective unless it expressly states that it is amending these Terms and Conditions and identifies the specific provisions being amended. Any preprinted terms or conditions on purchase orders, invoices, or other business forms submitted by either party

shall be null and void and of no effect, even if acknowledged or accepted by the other party, unless specifically referenced and incorporated into a written amendment signed by both parties.

23. Rate Card and Specifications

Publisher's current rate card, media kit, and advertising specifications (collectively, the "Rate Card") are incorporated into these Terms and Conditions by reference and made a part hereof. The Rate Card, as it may be updated from time to time by Publisher, sets forth the rates, dimensions, file formats, deadlines, and other specifications applicable to advertisements placed with Publisher. In the event of any conflict between these Terms and Conditions and the Rate Card, these Terms and Conditions shall control. Publisher reserves the right to update the Rate Card at any time, with such updates to apply to new insertion orders placed after the effective date of the update. Advertiser may request a copy of the current Rate Card at any time by contacting Publisher.

24. Severability

If any provision of these Terms and Conditions is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving the intent of the parties. If such modification is not possible, the invalid, illegal, or unenforceable provision shall be severed from these Terms and Conditions, and the remaining provisions shall continue in full force and effect. The invalidity, illegality, or unenforceability of any provision in one jurisdiction shall not affect the validity, legality, or enforceability of such provision in any other jurisdiction.

25. Third-Party Beneficiaries

These Terms and Conditions are for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions. No person or entity not a party to these Terms and Conditions shall be deemed a third-party beneficiary under or by reason of these Terms and Conditions.

26. Miscellaneous

Entire Agreement: These Terms and Conditions, together with any insertion orders, schedules, and exhibits attached hereto or incorporated by reference, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the parties.

No Representations: No oral or written representation made by Publisher's sales representative or other employee which purports to modify these Terms and Conditions is binding on Publisher. Moreover, Advertiser confirms that no such representation has been relied upon by Advertiser in entering into these Terms and Conditions.

Waiver: No waiver of any provision of these Terms and Conditions shall be effective unless it is in writing and signed by the party against whom the waiver is sought to be enforced. A waiver of a breach of these Terms and Conditions shall not be construed as a waiver of any subsequent breach or as a waiver of the provision itself. The failure of either party to enforce any provision of these Terms and Conditions shall not constitute a waiver of such provision or any other provision.

Survival: The provisions contained in these Terms and Conditions that by their sense and context are intended to survive the performance thereof by the parties shall so survive the

completion of performance and termination of these Terms and Conditions, including, without limitation, provisions for payment obligations, indemnification, confidentiality, limitation of liability, intellectual property ownership, governing law, and dispute resolution.

Counterparts and Electronic Signatures: These Terms and Conditions may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures and electronic copies shall have the same legal effect and validity as original signatures and paper copies.

Headings: The section headings contained in these Terms and Conditions are for reference purposes only and shall not affect the meaning or interpretation of these Terms and Conditions.

Continued Liability: Without limiting any of Publisher's other rights or remedies, Advertiser agrees to notify Publisher immediately in writing at any time that Advertiser discovers or suspects that any of these representations, warranties, or covenants are not true and correct in all respects. In the event Advertiser's right to advertise the products, services, trademarks, service marks, trade names, photographs, images, designs, or other content is threatened or challenged, or is otherwise determined by Publisher, in Publisher's sole discretion, to subject Publisher or another party to potential liability, Publisher may suspend or discontinue the advertisement without notice or liability and shall be entitled to its damages related thereto, including reasonable attorneys' fees and costs. If this occurs, Advertiser shall remain responsible for payment of all amounts to be invoiced for the then current Term and shall not be entitled to any refund or abatement or any extension of these Terms and Conditions.