

## **GOVERNING.com Advertising Terms of Agreement/Contractual Rules**

### **Return Signed Contract to:**

*GOVERNING*  
1100 Connecticut Avenue N.W., Suite 1300  
Washington DC 20036  
202/862-8802 • 202/955-8328 Fax • GOVERNING.com

In any space order, billing instruction, copy instruction or any other instruction or agreement, there are no premium items granted by *GOVERNING*, including but not limited to, merchandising credits, premium positioning, exclusivity, and competitive separation, unless specifically agreed to by *GOVERNING* in a document signed by an authorized representative of *GOVERNING* for the particular ad being submitted. No conditions, other than those set forth in these Terms and Conditions, shall be binding on *GOVERNING.com* unless specifically agreed to in writing by *GOVERNING*.

Acceptance of advertising programs is subject to space availability upon receipt of a signed contract or insertion order by *GOVERNING*.

Online campaigns are billed monthly via invoice based on actual impressions delivered, unless an alternative billing cycle is requested and approved. Payment is due in full upon receipt of the invoice.

Positioning of the advertisement is at the discretion of *GOVERNING* except where a request for a specific position is acknowledged by the *GOVERNING* in writing. If *GOVERNING* grants a premium in a signed agreement or insertion order with the advertiser/agency it is for only that signed agreement or insertion order and will not apply to any other agreement or insertion order.

Rates are subject to change upon notice from *GOVERNING*.

All contents of advertisements are subject to *GOVERNING*'s approval.

All insertion orders are accepted subject to the provisions of the current rate card. Revisions to accepted IOs must be made in writing and acknowledged by the other party in writing.

*GOVERNING* shall monitor delivery of Ads, and shall notify Advertiser/Agency either electronically or in writing as soon as possible ( no later than two weeks before IO end date unless the length of the campaign is less than two weeks) if *GOVERNING* believes that an under-delivery is likely. In the case of a probable or actual under-delivery, the parties may arrange for a makegood.

In no event shall *GOVERNING* be liable for any loss, expense or damages, consequential or otherwise, arising out of publication of such advertisements, including, without limitation, those resulting from claims or suits for libel, violation of privacy, plagiarism, and copyright infringement.

*GOVERNING* is not liable for delays in delivery and/or non-delivery in the event of Act of God, action by any government entity, fire, flood, insurrection, riot, explosion, embargo, strikes, whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of *GOVERNING* affecting publication or delivery in any manner.

# GOVERNING

## **Material/Creative Submission**

Materials/creative must be received from the advertiser/agency seven business days prior to the run start date. If the materials/creative is late, GOVERNING will prorate the estimated impressions to reflect the new flight dates and the advertiser/agency is still responsible for the media purchased pursuant to the insertion order.

## **CPU Usage Guidelines:**

All Flash files should consume no more than 30% of users CPU resources, which should not exceed a maximum of 18 frames per second and the animation should be no longer than 15 seconds.

## **Ad Functionality:**

All ads must function uniformly on MAC and PC platforms as well as multiple versions of Netscape, Internet Explorer, Firefox and Mozilla.

## **Third Party Serving:**

Any creative that delays load time or fails to appear on GOVERNING.com will be pulled immediately.

## **Ad Submission:**

**Note: If the submitted creative does not conform to the specifications, it will not be placed online and may result in a delayed launch date.**

## **Send Ad Creative To:**

**Kori Kemble [kkemble@governing.com](mailto:kkemble@governing.com) - 202-862-1448**

If GOVERNING creates the advertiser/agency ad units, there will be an associated charge for this service.

## **Cancellations**

A signed insertion order is required to hold space/inventory on the GOVERNING web site. Once the space has been confirmed in writing by GOVERNING, an advertiser/agency may cancel with no penalty if at least two weeks advance notice is given prior to the agreed-upon start date. Cancellations or changes in orders must be made in writing to GOVERNING. If less than two weeks notice is given, or if the campaign has already started, the advertiser/agency is 100% accountable for the cost of impressions planned for up to two weeks after the cancellation date. If a contracted program is not completed, program rates will be adjusted to rates earned based on impressions run, current GOVERNING rate card, and the advertiser/agency will be billed for the applicable adjustment.

*Example: If a cancellation is received one week prior to the start date, the advertiser/agency would be liable (and invoiced) for 1 week's worth of impressions according to the insertion order. If a cancellation is received ON the planned start date, the advertiser/agency would be liable (and invoiced) for two week's worth of impressions according to the insertion order.*

## **Delayed Start Dates**

If an advertiser or its agency delays the scheduled start date, the advertiser/agency will be held accountable for the inventory and billed according to the insertion order. GOVERNING is not responsible if the campaign receives fewer impressions than originally contracted. Expected impressions will be pro-rated for the length of the actual run.

## **Change Orders**

Changes for start/stop dates will be treated like cancellations. Changes for materials/creative must be received five days in advance of date change requested.

## **ROS (Run-of-Site) Definition**

ROS includes all GOVERNING.com site pages with the exception of roadblocks, specialized pages, geo and key word targeting and sponsorships.

# GOVERNING

## **Web Competitive Separation Policy**

Web base advertising units “rotate” among several locations on web sites. Given the complexity of programming rotations of web ads throughout web sites, competitive separations is not offered for any web ad units. The only exception is if a client purchases a “Roadblock” where they pay for all ad units on a particular web page or channel. In the case of a “Roadblock” type buy, the client would receive 100% Share of Voice (SOV).

Resource Centers or other custom web offerings are ad placements on topic channels or web site sections. Only one of these offerings will be sold for each individual topic channel or section. As these are ad placements there is no competitive separation for these offerings as per the above paragraph.

## **Metrics Reporting**

All estimated impressions that are quoted at the time of proposal or RFP submission are based on impression history from GOVERNING’s DART(Doubleclick) Ad Manager System.

Metrics will be reported from this system to the advertiser/agency on a regular basis.

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**Authorized Signature**

**Date**

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**Please Print Name**

**Company**