

Speech TECHNOLOGY

INDUSTRY JOBS CONTRACT

This application when completed and communicated to **Speech Technology Magazine** is a binding offer on the terms and conditions set forth below and, if accepted by **Speech Technology Magazine**, will constitute a binding contract between **Speech Technology Magazine** and the advertiser named below.

Please review our terms and conditions below on page three (3) before executing the contract and send to: **Speech Technology Magazine**, 2628 Wilhite Court, Suite 100, Lexington, KY 40503. Phone (859) 278-2223 or Fax (859) 278-7364.

Contact Information

Company: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State/Province: _____

Country: _____ ZIP/Postal Code: _____

Phone: _____ Fax: _____

E-mail Address: _____

Web Site: _____

If bill to address is different than contact information, please check here and list correct address below:

Industry Job posting advertisements on www.speechtechmag.com Web site:

(Please list all job titles you wish to post on the Web site. You may make additional copies of page 2 for job posting information.)

Please indicate the months in which you'd like your ad to run:

(Your posting will run for 2 months per ad)

___ January 2007	___ April 2007	___ July 2007	___ October 2007
___ February 2007	___ May 2007	___ August 2007	___ November 2007
___ March 2007	___ June 2007	___ September 2007	___ December 2006

Total # of Postings: _____

Total Cost*: _____

Payment Method: Visa/MasterCard American Express Corporate Check/PO # _____

(*Any amount less than \$500 USD must be paid for by credit card)
(in legal United States funds, made payable to Information Today, Inc.)

Cardholder Name: _____

Credit Card Number: _____ Expiration Date: _____

Billing Zip Code: _____

Client Signature: _____ Date: _____

STM Signature: _____ Date: _____

The contract is considered effective when both parties sign it.



Please use this form to submit information to be posted on www.speechtechmag.com Web site:

Company Name: _____

Position Title: _____

Status: Full Time Part Time Contractor

Salary (not required): _____ Location of job: _____

Education Required: _____

Experience Required: _____

Contact Information: _____

Job Description:

Speech Technology Magazine (STM) Advertising Terms and Conditions

1. EFFECTIVE DATE:

- (a) This Contract is effective upon signature of both designated companies. Before Contract can be executed, it must be approved by an officer of STM or designee. Approval by an officer may be withheld at any time and for any reason.

2. ADVERTISING AGENCIES:

- (a) STATUS OF ADVERTISING AGENCY. Any person signing this Contract as an advertising agency warrants that they have full power and authority as an agent of Advertiser to bind Advertiser to all of the terms and conditions of this Contract.
- (b) AGENCY COMMISSION (OR EQUIVALENT): There are no agency discounts given on electronic media buys.

3. PAYMENT AND BILLING:

- (a) PAYMENT TERMS: Payment is due upon receipt of invoice. No cash discounts allowed.
- (b) TIME/LATE PAYMENTS. Unpaid agency invoices 60 days past due date may be re-invoiced directly to the Advertiser. Advertiser and any advertising agency executing this Contract are jointly and severally liable for payment of the advertising fees covered by this Contract. Advertiser and/or designated advertising agency on behalf of Advertiser agrees to pay the publication fees covered by this Contract. Payments of amounts due shall be made on date (or dates) specified on the front of this Contract and/or on the invoice submitted. Any payment not made shall bear interest at the rate of one (1) percent per month until paid and such interest will be paid to STM by the Advertiser and/or advertising agency executing this Contract.
- (c) BILLING: Unless otherwise specified above, STM will bill Advertiser upon publication or event date. All bills shall be deemed correct unless proven otherwise. STM reserves the right to request payment prior to publication or the event date. If a PO # is needed, Advertiser will provide PO # to STM prior to billing date. Bill to contact information must be provided on front of Contract.
- (d) Any advertisement or Contract totaling five-hundred dollars (\$500) or less must be paid via credit card prior to publication/event taking place unless otherwise approved by STM management.

4. CANCELLATION:

- (a) BY ADVERTISER. Cancellations must be received no later than one month prior to publication date. No refunds will be made, and Speech Technology Magazine will be entitled to the liquidated damages specified below, if cancellations are received less than one month before the publication date. Cancellation will result in an adjustment of the rate (short-rate) based on past insertions. The Advertiser and/or agency will be required to refund to STM all frequency discounts, which were provided on past insertions.
- (b) BY PUBLISHER: STM reserves the right to cancel this Contract at any time upon the default or delay by Advertiser and/or agency in the payment of bills, or other material breach on the part of Advertiser of any of the conditions herein, and upon such cancellation all fees for publishing done hereunder not previously paid shall become immediately due and payable. In case of delinquency in payment or if STM reasonably believes that Advertiser's credit (or the credit of any advertising agency) has been impaired, STM shall have the right to change the requirements as to the terms of payment for further publication(s) under this Contract as it may seem fit. In the event of a cancellation by reason of a material breach by Advertiser, Advertiser shall pay to STM, as liquid damages, a net sum equal to the actual out-of-pocket costs incurred STM because of the breach of this, together with the total advertising fee specified on the front of this Contract.
- (c) LIMIT ON DAMAGES. Except as is specifically provided in this paragraph four or in paragraph seven hereof (regarding indemnification against third party claims) no party hereto shall have any claim for damages against any other party hereto (whether for breach of this Contract or otherwise) and the parties hereto agree that the liquidated damages specified in their paragraph are fair and that the actual damages incurred because of a breach of this Contract would be difficult or impossible to measure.

5. INABILITY TO PUBLISH:

- (a) UNFORESEEN EVENTS: Should STM due to any public emergency or necessity, legal restrictions, labor disputes, strikes,

boycotts, secondary boycotts, acts of God (whether or not such acts of God have occurred frequently or habitually or are of a common or seasonal occurrence in the general locality of such publishing), or for any reason, including but not restricted to mechanical breakdowns beyond the control and without the fault of STM be unable to publish at the time specified, STM shall not be liable to Advertiser except to the extent of allowing a rate reduction or suitable "make goods" approved by the Advertiser. In the case of a rate reduction: a pro rata reduction in the charge hereunder based on the publishing received.

6. PUBLICATION PREPARATION:

- (a) STM's RESPONSIBILITY: STM is responsible for providing publication space for Contracted advertising prepared by agent or Advertiser. Advertising production, talent charges, and service charges, if any, are not covered under this Contract but can be obtained for an additional service fee.
- (b) APPROVAL OF MATERIAL: Advertising prepared by the Advertiser is subject to the approval of STM both as to art work and to publication content. In the event the materials or design are unsatisfactory, STM, although not required to do so, shall have the same rights to produce a substitute as under paragraph (d) below.
- (c) FAILURE TO DELIVER MATERIAL: In the case of publication materials, if STM has not received material for publication by the deadline date or if copy corrections are submitted after the deadline date, STM shall not be obligated to publish the advertisement or the corrected advertisement, whichever the case may be. However STM's failure to publish the advertisement or the corrected advertisement due to the failure of Advertiser to meet the deadline date shall in no way relieve Advertiser of any of its obligations and duties under this Contract, including the obligation to pay the Contract price in full.
- (d) REVISIONS TO ADVERTISEMENT: Any revision, patching, repairing or special handling of negatives, positives, Scotch prints, etc. will be at the sole cost of the Advertiser.
- (e) POSITIONS/TIMING OF ADVERTISEMENT: Any requested positions of advertisements are not guaranteed unless noted in the Contract.

7. PUBLICATION LIABILITIES:

- (a) IDEMNIFICATION BY ADVERTISER: Except as otherwise hereinafter expressly provided, Advertiser will hold and save STM harmless against all liabilities for liable, slander, illegal competition or trade practice, infringement of trademarks and property rights, resulting from the advertising herein provided in the form furnished by the Advertiser.
- (b) SURVIVAL: The provisions of this paragraph 7 (a) shall survive any cancellation or termination of this Contract.

8. GENERAL:

- (a) SUBJECT TO FEDERAL, STATE AND MUNICIPAL LAWS: This Contract is subject to all applicable federal, state, and municipal laws and regulations now in force, or which may be enacted in the future, including the rules, orders and regulations of the Federal Communications Commission.
- (b) ASSIGNMENT AND WAIVER: This Contract, including the rights under it, may not be assigned or transferred without first obtaining the consent of STM in writing; nor may STM be required to advertise hereunder for the benefit of any other Advertisers than the one named on the face of the Contract. Failure of STM or Advertiser to enforce any provision herein shall not be construed as a general relinquishment or waiver as to that or any other provision.
- (c) HANDLING OF PROPERTY AND MAIL: STM shall exercise normal precautions, but shall assume no liability for loss or damage to program or advertisement material and other property furnished by Advertiser in connection with publication hereunder and Advertiser shall reimburse STM for all expenses incurred by in connection with the handling of such material.

9. MAKE-GOOD POLICY:

- (a) STM will match the color within 10 percent of the color as seen on the proof that is provided by the Advertiser together with the film/disk. Partial make-goods will be considered only for:
 1. Color discrepancies where color does not fall within 10 percent of the proof provided (color proof must accompany negatives/disk) and
 2. Incorrect insertion