

**2023 GREAT COLLEGES
ADVERTISING AGREEMENT**

Deadline for Agreements: **June 30, 2023**
Email Completed form to solutions@modernthink.com

This Agreement is entered by and between ModernThink LLC (“ModernThink”) and the institution named as advertiser below (“Advertiser”).

Institution (“Advertiser”)

Printed Name and Title

Email

Phone

Size	Cost	Ad Selection including orientation (“x”)
¼ page vertical	\$3,795	
½ page vertical	\$6,584	
½ page horizontal	\$6,584	
¾ page vertical	\$7,220	
¾ page horizontal	\$7,220	
Full page	\$10,293	
2 page spread	TBD based on size	

Signature

Date

The following terms and conditions (“Advertiser Terms and Conditions”) govern the placement and delivery of advertising (“Ad”), as set forth in the Rate Card (Exhibit A) submitted by the Advertiser, in ModernThink’s special advertising insert (“Special Insert”) publication to be disseminated in the September 15, 2023, issue of *The Chronicle of Higher Education*. The Advertiser Terms and Conditions are referred to herein as the “Advertiser Agreement.”

1. Invoices, Interest Charges and Late Fees

Invoice terms are Net 30. Interest of three quarters of one percent (0.75 %) will be added to outstanding balances that are 30 days past due. Interest will continue to accrue at a rate of three quarters of one percent per month on all past due balances. Late fees of twenty (20%) of the outstanding balance will be added to the total balance after a payment is ninety (90) days past the original due date. Any unpaid invoices and/or outstanding balances may result in the Advertiser being prohibited from advertising with ModernThink in the future until said unpaid and/or outstanding balances are made current.

2. Term

The term of this Agreement commences on the Signature Date and continues until publication and dissemination of the ModernThink Special Insert, unless it is earlier terminated as provided under this Agreement.

3. Applicability of Terms and Conditions to Agents

The terms and conditions of this Advertiser Agreement shall apply in full force to any Advertising Agency ("Ad Agency") duly appointed by Advertiser with authority to act on behalf of Advertiser.

4. Delivery of Ad

The Advertiser will, at its sole cost and expense, create and deliver in final format the Ad according to technical specifications provided by ModernThink in the 2023 Rate Card (Exhibit A) for the ad size selected by Advertiser. ModernThink is not responsible for making any corrections to Ads. If the delivered Ad does not conform to ModernThink's technical specifications ModernThink, within 5 business days, shall notify Advertiser in writing of its objection to the Ad and in its sole discretion, (i) provide Advertiser with the opportunity to amend or replace the rejected Ad, (ii) run a public service announcement or house advertising in place of any rejected Ad and refund fifty percent (50%) of applicable amounts paid in advance, or (iii) may reject such Ad, refund fifty percent (50%) of applicable amounts paid in advance, and replace said Ad space with editorial copy. If Advertiser fails to deliver its Ad on or before **July 10, 2023**, ModernThink, in its sole discretion, may reject such Ad and issue a fifty percent (50%) refund of applicable amounts paid.

5. Clearances

Advertiser shall be responsible for obtaining all rights, licenses, permissions, releases, approvals, clearances, and credit or attribution information, and for payment of all royalties, licenses, or reuse or other fees required for Advertiser to create any Ad.

6. Right of Reproduction

Advertiser expressly grants ModernThink a limited right to reproduce, print, and distribute such Ads in its Special Insert Publication.

7. Cancellation

Cancellation by the Advertiser must be received in writing and a refund of applicable amounts paid in advances will be issued based upon the following schedule.

- Before July 7, 2023: Partial (50%) refund
- Between July 7 and July 31, 2023: Partial (25%) refund
- After July 31, 2023, EOB: No (0%) refund

ModernThink reserves the right to cancel any and all Ads with or without cause upon written notice of cancellation to Advertiser and issuance of a one hundred percent (100%) refund of applicable amounts paid.

8. Advertiser and Agency Representations and Warranties

The Advertiser represents and warrants that at the time of the Special Insert's publication and dissemination any statement, claim, or representation made in any Ad (i) will be supported by competent and reliable prior substantiation in accordance with all applicable law, including the Law of the Federal Trade Commission and (ii) shall comply with all other applicable laws regarding deceptive trade practices, fair competition, and consumer protection. The Advertiser further represents and warrants that at the time of the Special Insert's publication no part of the Ad: (iii) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or right of publicity or privacy; (iv) violate any law, statute, ordinance or regulation without limitation,; (v) be defamatory or libelous; or (vi) be pornographic or

obscene. The Advertiser additionally represents and warrants that it has and will retain any and all clearances referenced in the above section four at the time of the Special Insert's publication and dissemination.

9. Disclaimer of Warranties

Modernthink provides its special insert on an "as is" basis, without any warranty of any kind. Both parties disclaim and expressly exclude any and all express or implied warranties, representations, conditions, and all other terms, written or oral, whether arising by statute or common law, including but not limited to the implied warranties arising from course of dealing or course of performance.

10. Limitations of Liability

In no event shall ModernThink be liable for any loss of profits, depletion of goodwill and/or similar losses, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses arising out of or in connection with this advertiser agreement including any Ad. ModernThink shall not be liable for any costs or damages if, for any reason, it fails to publish an Ad. ModernThink shall not be liable for delays in delivery and/or nondelivery of the Special Insert or any Ad in the event of an act of God, action by any governmental or quasi-governmental entity, fire, flood, insurrection, riot, explosion, embargo, strikes (legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of ModernThink. Under no circumstances shall ModernThink be liable to the Advertiser, agency or any third parties for an amount greater than the amounts received by ModernThink under the relevant Ad purchase in relation to which such liability may arise.

11. ModernThink's Sole Liability

In the event of any error in the display or distribution of any Ad that is the result of willful or negligent acts by ModernThink, its directors, officers, employees, agents, representatives, vendors, or contractors, ModernThink's sole liability will be to issue Advertiser a one hundred (100%) refund of all applicable amounts paid.

12. Indemnity

The Advertiser agrees to indemnify, defend, and hold harmless ModernThink and its affiliates, directors, officers, agents and representatives for and from any claims, liabilities, losses, costs and expenses (including reasonable legal fees and disbursements) resulting from or arising out of (i) the acts or omissions or breach of this Advertiser Agreement by the Advertiser (including Advertiser's Representations and Warranties set forth above), (ii) the content or subject matter of any Ad, or (iii) any violation of any applicable laws, rules, regulations, industry guidelines or policies.

13. Miscellaneous

This Advertiser Agreement, including these Advertiser Terms and Conditions and any attached exhibits, sets forth the entire agreement of the parties and supersedes any and all prior oral or written agreements or understandings between the parties as to the subject matter hereof. Only a written addendum signed by both parties may change this. If any provision of this Advertiser Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. This Advertiser Agreement will be governed and construed in accordance with the laws of the State of Delaware. The Advertiser and ModernThink agree to submit to the exclusive jurisdiction of the courts of the State of Delaware. In the event of any dispute arising under this Advertiser Agreement the parties expressly agree to submit any dispute to binding arbitration to be heard in the State of Delaware.

**Exhibit A:
2023 RATE CARD**

RATE CARD 2023		
Size	Measurements	Cost
¼ page vertical	4.5" W x 5.875" H	\$3,795
½ page vertical	4.5" W x 11.75" H	\$6,584
½ page horizontal	9" W x 5.875" H	\$6,584
¾ page vertical	6.75" W x 11.75" H	\$7,220
¾ page horizontal	9" W x 8.8125" H	\$7,220
Full page	10" W x 13" H	\$10,293
2 page spread	20" W x 13" H	TBD (based on size)

Trim Size is 10"x13", 4-color, with bleeds. Please leave ½ inch on inside and outside edges to compensate for binding and trimming.