



ILLINOIS INSTITUTE for CONTINUING LEGAL EDUCATION

IICLE Sponsorship Order Prepared for

Please return a signed copy of this Order to Curt Conrad at: cconrad@iicle.com or fax to 217.546.6096

Contact: _____

Total Amount Due: \$2,500.00

FLASHPOINT SUBSCRIPTION E-MAIL SPONSOR

IICLE will execute a bi-annual email campaign to promote the FLASHPOINTS e-Newsletter. This monthly service provides readers with case law and statutory updates. In addition, it serves to fill the gaps in changes to the law between revised editions of publications. FLASHPOINTS is a free service delivered directly to the e-mail inboxes of those who have specifically subscribed and is also available on our website to all www.iicle.com visitors. **Please note that this is not a solicitation for money.**

Rates for email campaigns fluctuate based on list size, list type, content and functionality (Range of \$45 to \$150 per thousand). In fact, the rates increase when the list is a targeted 'Business to Business' campaign. As you can see, the IICLE rate is well below the Industry average.

Summary of the 2018 Campaign and Sponsorship Benefits:

- 2018 Annual Campaign (Launch date _____);
- Rate of \$36.50 per thousand addresses messaged;
- An estimated 68,000 email address targeted;
- Exclusive sponsorship with linked logo graphic to a URL determined by the sponsor;
- Email addresses remain the property of IICLE are not being sold;
- IICLE retains control over editorial content;
- Sponsor has first rights to the 2019 Annual FLASHPOINTS subscriber email campaign (10% discount applied).

Notes & Instructions:

Please contact Curt Conrad if you have any additional needs/ special requests.

The undersigned hereby acknowledges receipt of and agreement to the Terms and Conditions for IICLE Sponsorships.

The parties agree that this Sponsorship Order and the Terms and Conditions for IICLE Sponsorships, herein incorporated by reference, represent the entire agreement between the parties and further agree that amendments to this Sponsorship Order must be made in accordance with the Terms and Conditions for IICLE Sponsorships

Sponsor Representative

Date

IICLE Representative

Date

Terms & Conditions for IICLE® Sponsorships

Entire Agreement. These Terms and Conditions, along with the corresponding Sponsorship Agreement, incorporated herein by reference, constitute the entire Agreement between IICLE® and the Sponsor.

Payment Arrangements. Upon execution of the Sponsorship Agreement, IICLE® will invoice the Sponsor accordingly. A fee of not more than 1.5% per number of months past due will be added to accounts that become delinquent, beginning with 30 days' delinquency and charged monthly thereafter until the invoice has been paid in full. If payment is not made in accordance with this Agreement, the Sponsor is responsible for any and all attorneys' fees and collection agency fees incurred in the collection of the debt. If a Sponsor's account is past due, IICLE® reserves the right to cancel the Sponsorship and to retain all funds previously submitted.

Sponsor Materials. The Sponsor is responsible for submitting any Sponsor Materials for advertising or distribution, including all copy and related artwork, by the deadlines specified by IICLE®. All requests to modify Sponsor Materials must be received at least 24 hours prior to the deadlines specified by IICLE®. Failure to submit Sponsor Materials in accordance with IICLE® deadlines is deemed a waiver by the Sponsor of that portion of the Sponsorship Agreement providing for the distribution of Sponsor Materials. All Sponsor Materials submitted to IICLE®, including artwork, text, and images, are subject to the acceptance and approval of IICLE®, at its sole discretion. IICLE® reserves the right to reject any Sponsor Materials at any time and for any reason whatsoever. The Sponsor is prohibited from distributing Sponsor Materials when such distribution is not included in the Sponsorship Agreement, unless IICLE® has granted express written permission to the Sponsor.

Exclusivity. Unless otherwise stated in the Sponsorship Agreement, the Sponsorship is not exclusive.

Costs of Sponsorship. The Sponsor is responsible for any incidental charges that accrue in relation to the Sponsorship, including, but not limited to: design, development and production costs for Sponsor Materials; printing and shipping expenses; phone or data charges; audio visual and other equipment; and travel expenses. Sponsor will make all such arrangements directly with the appropriate vendor at the Sponsor's sole expense.

Design Services. Upon request by the Sponsor, IICLE® may, at its sole discretion, provide design services to the Sponsor in relation to advertisements and printed materials for the Sponsorship on a fee-for-services basis. Please inquire for details and pricing.

Refunds. No portion of any payments made or any in-kind services provided by the Sponsor is subject to refund or recompense for any reason, except as otherwise provided in these Terms and Conditions or in the Sponsorship Agreement.

Non-Endorsement. This Sponsorship does not constitute an endorsement by IICLE® of the Sponsor or of the Sponsor's products, services, or statements. The Sponsor may not represent in any manner that its goods, services, or statements have been endorsed by IICLE®.

Exchange of Information. For the sole purpose of determining performance of the Sponsorship, the Sponsor and IICLE® agree, where applicable, to mutually share information regarding business activity attributable to the Sponsorship, including, but not limited to: website "traffic" data (site visits, site searches, "pageviews," and/or "click-through rates"), and sales. Each party shall furnish the information in writing within 5 business days of the other's written request. The parties agree to keep confidential and not disclose to any third party any information produced under the terms of the Sponsorship Agreement without the written consent of the party supplying the information.

Exhibitor Booth Policies. For Sponsorship Agreements that involve exhibitor booths at IICLE® programs, the placement of exhibitor booths is at the sole discretion of IICLE®. Exhibit booths may be staffed by a maximum of two representatives. The Sponsor agrees to keep its display within the booth space provided. IICLE® is not responsible for any theft, damage, or loss of exhibitor property.

Advertising Material. All advertising Sponsor Content, including artwork, text, and images, is subject to the acceptance and approval of IICLE®, at its sole discretion. IICLE® reserves the right to reject any Sponsor Content, including any advertising content, at any time and for any reason whatsoever. In general, graphics or content that infringe upon or appear to infringe upon the rights of others, that convey editorial opinions of the Sponsor, and/or that contain libelous or obscene material will not be accepted. In the event Sponsor Content is rejected by IICLE®, the portion of monies corresponding to the rejected Sponsor Content and already remitted by Sponsor to IICLE® pursuant to the Sponsorship Agreement shall be refunded to Sponsor.

Termination. IICLE® may terminate this Sponsorship Agreement in whole or in part at any time and for any reason. In the event of termination for any reason other than failure to provide contracted fees or services, IICLE® may, in its sole discretion, (1) substitute an equivalent sponsorship with the approval of Sponsor or (2) refund fees received from Sponsor by IICLE®. Sponsor shall not terminate this agreement without the approval of IICLE®. In the instance that the Sponsorship Agreement is terminated in part, the remaining terms of the Sponsorship Agreement shall remain in full force and effect.

Amendments. This Agreement may be amended only by a written instrument executed by both parties.

Indemnification. Sponsor shall indemnify and hold harmless IICLE®, its agents and its employees, from any claims, losses, or damages to any person or entity arising or alleged to have arisen out of any acts of Sponsor or its agents in the performance (or breach) of this Sponsorship.

Choice of Law. This Sponsorship is governed by Illinois law, subject to the jurisdiction of Sangamon County, Illinois, and is binding upon all of the parties' successors and assigns.