

**Northstar Travel Media, LLC  
d/b/a Northstar Travel Group**

**Standard Advertising Terms and Conditions**

These Standard Terms and Conditions (the “*Standard Terms*”) apply to and are incorporated by reference into the targeted promotion or other advertising program arrangement (the “*Promotion*”) submitted to Northstar Travel Media, LLC d/b/a Northstar Travel Group (“*Northstar*”) by the Advertiser or its advertising agency (if any) (“*Advertiser/Agency*”) and together with the Rate Card and other mutually-agreed upon terms and conditions collectively constitute the “*Agreement*”.

1. Content of Promotions. The content of each Promotion is subject to Northstar’s approval. Northstar reserves the right to reject any promotion or space reservation at any time if Northstar deems the promotion to be unacceptable as not in keeping with the associated publication’s standards or for any other reason.
2. Positioning of Promotions. Positioning of a Promotion is at the discretion of Northstar except when an arrangement for a specific preferred position is acknowledged by Northstar in writing.
3. Productions Requirements. Materials not received by Northstar’s production department by the applicable deadline for receipt of such materials (“Closing Date”) cannot be quality checked and will not be entitled to approval or revision by Advertiser/Agency. Northstar may exercise the right to publish existing material to fulfill contracts if new material is not received by the Closing Date. If Advertiser/Agency has not delivered new material by the applicable Closing Date, Northstar, in its discretion, may cancel the particular deliverable under the Promotion and bill in full for that deliverable. Northstar will be released from future obligations of delivery with respect to any such deliverable that has been canceled. No material extensions will be granted unless accompanied by a space order. Other production requirements for Promotions are set forth on the Rate Card and within the Promotional package.
4. Use of Promotion Materials. Advertiser/Agency grants Northstar the right and license to use, reproduce, transmit, display, and distribute the materials (“*Materials*”) provided by or on behalf of Advertiser/Agency in connection with performance of Northstar’s obligations under the Agreement, including any promotional activities associated with and specified in the Agreement. Promotional activities may include, but are not limited to, display at travel agencies, hotels, and industry events; illustration in sales materials and brochures relating to the publication(s) specified; and use in public relations activities.
5. Third-Party Reporting Tools. From time to time, Northstar may engage technology solution providers (each, a “*TSP*”) to provide technology solutions and tools (each, a “*Product*”) to assist Northstar in the execution and reporting aspects of the Promotion. Use of these Product platforms and tools in the execution and reporting of the Promotion is subject to applicable provisions in the underlying Product licensing arrangement with Northstar, which may include (but is not limited to): (i) licensing of the Product for ordinary course of business use only; (ii) prohibiting the transfer of ownership or grant of any right to sublicense or further distribute the Product; (iii) prohibiting the removal of all copyright and other proprietary notices and marks of the TSP; (iv) prohibiting the disassembly, reverse engineering, reverse compilation or other access to information regarding the construction of the Product, including (without limitation) underlying source code; and (v) otherwise not impairing or infringing upon the Product licensing arrangement in any material respect.
6. Representations and Warranties. Advertiser/Agency represents and warrants that (a) it is fully authorized and/or licensed to publish the Materials in the Promotion, and to grant the license to Northstar specified in this Agreement with respect to the Materials, including (i) the names, portraits and/or pictures of any persons living or dead, (ii) any copyrighted material, trademarks and/or depictions of trademarked goods and services, and (iii) any testimonials or endorsements contained in any information or art submitted to Northstar as part of the Promotion; (b) the Materials do not violate any applicable law or regulation; (c) the Materials do not violate or infringe upon any third party right in any

manner or contain any material or information that is defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality or may otherwise result in any tort, injury, damage or harm to any person; and (d) the Materials comprising the entire contents of the Promotion are accurate and complete and are not misleading.

7. Limitation of Liability. Northstar shall not be liable for, and Advertiser/Agency hereby releases Northstar from all liability in connection with, (a) errors in map location indicators, telephone, telex, facsimile numbers, e-mail addresses, key numbers, reader inquiry numbers or advertisers' index, for any omitted, misplaced or mispositioned advertisements, or changes in a Promotion's text and rates requested by Advertiser/Agency, (b) any loss, claim, damage, liability cost or expense as a result either of the failure of Promotion to appear or of the appearance of any errors in the Promotion as published or the inclusion of any Promotion in any release, and (c) any delays in delivery and/or non-delivery of a Promotion by or on behalf of Northstar in the event of an act of God, action by any government or quasi-governmental entity, fire, flood, accident, insurrection, riot, explosion, terrorism, embargo, strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down or any condition beyond the control of Northstar affecting production or delivery in any manner. UNDER NO CIRCUMSTANCES SHALL NORTHSTAR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFIT OR IMPAIRMENT OF GOODWILL). UNDER NO CIRCUMSTANCES SHALL NORTHSTAR'S AGGREGATE LIABILITY TO ANY ADVERTISER/AGENCY EXCEED THE INVOICED COST OF THE PROMOTION.

8. Disclaimer. NORTHSTAR DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITATION OF THE FOREGOING, NORTHSTAR SPECIFICALLY DISCLAIMS ANY WARRANTY REGARDING ANY BENEFIT ADVERTISER/AGENCY MIGHT OBTAIN FROM DISPLAYING THE ADVERTISING MATERIALS OR THAT THE ADVERTISING WILL BE

ERROR-FREE. Without limiting the generality of the foregoing, Northstar disclaims all warranties and guarantees with respect to its advertising services provided in connection with any Promotion, including warranties and/or guarantees relating to (a) the positioning or placement of advertisements; (b) advertising results; and (c) the accuracy of audience data, including audience demographic data, audience size/reach data, and otherwise. In no event shall Northstar have any liability for any advertising, creative, printing or administrative costs.

9. Indemnification. Advertiser/Agency agrees to indemnify, defend, and save harmless Northstar and its owners, employees, officers, directors, and agents against all loss, liability, damage, and expense of any nature (including reasonable attorneys' fees) arising out of the copying, printing, publishing of the Promotion, inclusion of any the Promotion in the publication(s) specified, and/or Advertiser/Agency's disclosures of personal information or personal data as those terms are defined by applicable laws and resulting from (i) any claims or suits against any one of them, including without limitation, claims or suits for libel, violation of rights of privacy and publicity, unfair competition, intentional or negligent infliction of emotional distress and copyright and/or trademark infringement, (ii) violation of applicable federal, state or local laws or regulations, or (iii) the inaccuracy, incompleteness or misleading nature of the Promotion supplied by Advertiser/Agency.

10. Rates.

(a) Rates, based on participation in the specified number of consecutive editions, are set forth on the Rate Card and are guaranteed only for the contract period specified in the Agreement. Advertising rates are subject to change. Advertisers will be notified of any rate changes and all future ads billed at new rates. Conditions, other than rates, are subject to change by Northstar without notice. Less than the specified number of consecutive insertions will be billed at the current earned rate for the frequency in which the Promotion appears. Rates appearing on the Rate Card are gross and do not include agency commission, if any.

(b) Rates are subject to change on twenty (20) days notice from Northstar. However, in the event of a rate change, a Promotion may be cancelled until the date the change in rate becomes effective (or until such date that is 10 days from

the date of notice of the rate change) without incurring a short rate adjustment, *provided*, the contract rate has been earned up to the date of cancellation.

- (c) Rates are based on the rate card referenced above at the contracted volumes (including space requirements) and will be adjusted higher or lower if actual volume varies. Advertising canceled before contract end date will be subject to short rate charges. "Short Rate" is defined as the difference between the lower contracted discount rate and the rate earned based on actual volume. When the advertiser fails to meet the previously contracted volume, space or frequency, the advertiser will be billed for that difference. Any credits, overpayments, or rebates regardless of how incurred will expire if not used within 12 months after they are earned.
- (d) No space cancellations may be made after the space closing deadline. If space cancellations are received after the space closing deadline, the Advertiser/Agency will be charged in full for the Promotion or, in Northstar's discretion, may be subject to adjustment of the rate (short rate) to reflect the actual space used at the prevailing Rate Card rates.
- (e) Frequency discounts based on participation in the specified number of consecutive editions are available for individual advertisers, chains, management groups or other organized groupings based on total ad pages ordered and are applied at each issue's billing. If a higher discount is earned due to a higher level of participation, it shall not be retroactive. "Earned" discounts (i.e., those based on actual space contracted and previously published) enable the Advertiser/Agency to receive a higher (or lower) discount, relative to the total ad pages for that issue's billing.
- (f) A commission of 15% of gross will be paid to recognized advertising agencies on space billed directly to the agency, provided an authorized contract is on file with Northstar. All orders accepted for space are subject to credit requirements.
- (g) No coupons or reply cards will be accepted in any Promotions.

(h) Advertiser/Agency is liable for any costs (design fees, set ups, additions or alterations to advertisements, logos, color, film, reprints, etc.) incurred in the preparation of its Promotion regardless of whether or not the Promotion runs.

(i) If a Promotion is cancelled or rescheduled by Advertiser/Agency within 10 business days of send date a 20% fee plus any production costs incurred by Northstar will be charged.

11. Cancellations. Premium ad cancellations must be received one month prior to close date for premium, exclusive or sponsorship programs; otherwise the Promotion will be charged in full. Examples of premium ad programs include, but are not limited to, cover wraps, home page take overs, webinars, bill boards, 360e, etc.
12. Billing. The publication(s) specified are published, and the Advertisers/Agencies will receive invoices in accordance with, the publication(s) period specified. Terms are net 30 days from invoice date. The Advertiser/Agency shall be jointly and severally liable for all amounts due and payable to Northstar for the advertising space or information which the Advertiser/Agency ordered. All promotions are invoiced monthly as items are fulfilled unless stated differently within the agreement. A finance charge will be added at the periodic rate of 1.5% per month (an annual percentage rate of 18%), or the maximum rate permitted by law if less, to any past-due amounts. The 15% agency commission will not be paid after 60 days. Any delinquent account is subject to cancellation, short rate, or credit terms adjustment and or revocation. In the event an Advertiser's/Agency's account is placed for collection, the Advertiser/Agency agree to pay Northstar for all collection costs and reasonable attorneys' fees incurred. Production charges are not subject to agency commission.
13. Compliance With Law. Advertiser/Agency have sole and exclusive responsibility for ensuring that all Promotions comply with all applicable federal, state and local laws and regulations.
14. Confidentiality Disclaimed. Advertiser/Agency agrees that Northstar has no obligation to maintain the confidentiality of submitted Materials until publication date. Northstar will hold Advertiser's/Agency's materials for a maximum of one year from last issue date. It is the responsibility of the Advertiser/Agency to arrange for the

disposition of artwork, proofs or digital Materials prior to that time; otherwise Materials will be destroyed at Northstar's discretion. All requests from Advertiser/Agency must be submitted in writing (including by electronic means).

15. Trademarks. The titles and logos of Northstar's services are registered and unregistered trademarks of Northstar. Neither the titles nor the logos may be used without the express written consent of Northstar.

16. Termination by Northstar. Northstar shall have the right, upon reasonable written notice to Advertiser/Agency and opportunity to cure, to terminate this Agreement, in the event of material breach of the Agreement by Advertiser/Agency.

17. Binding Effect. These Standard Terms shall be binding on Northstar and Advertiser/Agency. Northstar shall not be bound by conditions printed or appearing on order blanks or copy instructions submitted by or on behalf of the Advertiser/Agency. No conditions other than those set forth in the Agreement, the subject Rate Card and these Standard Terms shall be binding on Northstar.

18. Licensed Rights. Advertiser/Agency hereby grants Northstar a perpetual worldwide right and license to use, display, publish, distribute, digitize, copy, perform, license, sublicense, transfer, make available or transmit the Materials (including any photographs) provided by Advertiser/Agency hereunder, in any media or format not known or hereafter devised, in connection with Northstar's performance of the Agreement and the Promotion.

19. Additional Terms Applicable to Digital Advertising. The following special terms apply to any Agreement, or portion thereof, involving Digital Advertising, such as Websites, Newsletters, Apps and Emails that are electronically delivered or otherwise made available by Northstar.

(a) **All Digital Advertising is subject to the IAB/AAAA Standard Terms and Conditions For Internet Advertising Media Buys One Year or Less (Version 3.0) (the "IAB 3.0 Terms")** as amended as follows: (i) in Section XIV(d), "State of New York" shall be inserted into the first blank and "New York County, New York" shall be inserted into the second blank; and (ii) for purposes of Section XII ("Non-Disclosure, Data Usage and Ownership, Privacy

and Laws"), unless otherwise expressly provided in an Agreement, [x] all data gathered by Northstar pursuant to the Agreement during delivery of an Ad will be considered "Site Data" and [y] "User Volunteered Data" may be Repurposed by Media Company in the same manner as "Site Data".

(b) All impressions are estimates and not guaranteed. All impressions and/or other measurements of advertisements for Digital Advertising are based solely on Northstar's good faith calculations. Unless otherwise agreed to in a signed writing by Northstar, Northstar will bill for Digital Advertising on its websites based on each website's own ad delivery number and, if applicable, Northstar has the right to bill for advertising in the apps, emails and newsletters based on its own ad delivery numbers.

(c) Unless expressly agreed by Northstar in writing, (i) impressions sold are worldwide only and (ii) electronic newsletters and emails are sold by audience size.

(d) In addition to the disclaimers set forth in Section 8 of the IAB 3.0 Terms, Northstar disclaims all warranties and guarantees with respect to its websites, apps, newsletters and emails, including warranties and/or guarantees relating to: (i) the availability, uptime and delivery of any impressions and/or advertisements thereon; and (ii) the quantity, quality, or frequency of clicks, opens or click-through rates.

(e) Conflicts. To the extent of any conflict between these Standard Terms and the IAB 3.0 Terms, the provisions of the Standard Terms shall govern.

20. Additional Terms Applicable to Print Contracts.

(a) Notice. Any notice hereunder shall be in writing and shall be sent by overnight courier service to the address provided by each party in the Agreement, by email to the contact designated on the Agreement, or to such other addresses as may be stipulated in writing by the parties pursuant hereto. Unless otherwise provided, notice shall be effective on the date it is officially recorded as delivered if sent by overnight courier or on the day the notice is sent if sent by email.

(b) Assignment. Advertiser/Agency may not assign any of its rights or obligations hereunder, other

than to a purchaser of all or substantially all of the assets of Advertiser/Agency who agrees in writing to be bound by all of the terms and conditions of this Agreement, and who agrees to assume all of Advertiser's/Agency's liability hereunder. Any other purported assignment by Advertiser/Agency shall be null and void and of no effect. Northstar may freely assign this Agreement to any purchaser of all or substantially all of its assets relating to the performance of this Agreement.

- (c) Governing Law. Subject to an express provision included in an Agreement to the contrary, this

Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of laws provisions. Any action or proceeding arising out of or related to this Agreement shall be brought in the courts of record of the State of New York in New York County or the U.S. District Court for the Southern District of New York. Each Advertiser/Agency consents to the jurisdiction of such courts and waives any objection to the laying of venue of any such civil action or proceeding in such courts.