

Northstar Travel Media LLC Standard Terms and Conditions

The following standard terms and conditions are agreed to by Northstar Travel Media LLC ("Northstar") and the Advertiser or Agency (if any), one of whose signature appears on the Targeted Promotion Agreement ("Advertiser/Agency"), with respect to any targeted promotion (the "Promotion") undertaken by Northstar pursuant to the Targeted Promotion Agreement.

1. Representations and Warranties. Advertiser/Agency represents and warrants that it is fully authorized and/or licensed to publish the entire contents and subject matter contained in the Promotion, including without limitation (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. Advertiser/Agency also represents and warrants that the entire contents of the Promotion are accurate and complete and are not misleading.

2. Limitation of Liability. Northstar shall not be liable for, and Advertiser/Agency hereby releases Northstar from, all liability in connection with (i) errors in map location indicators, telephone/telex/facsimile/e-mail numbers or changes in a Promotion's text and rates required by an advertiser, (ii) any loss, claim, damage, liability cost or expense (including consequential damages) as a result either of the failure of Promotion(s) to appear or of the appearance of any errors in the Promotion as published or the inclusion of any Promotion in any release and (iii) 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.

3. Indemnification. Advertiser/Agency agrees to indemnify 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, or publishing of the Promotion or inclusion of any the Promotion in the publication(s) specified 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.

4. Content of Promotions. Contents of all Promotions are 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.

5. Positioning of Promotions. Positioning of Promotions is at the discretion of Northstar except when an arrangement for a specific preferred position is acknowledged by Northstar in writing.

6. 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. Less than the specified number of consecutive insertions will be billed at the current 1-time rate for the issue 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 notice from Northstar. However, contract may be cancelled at the time the change in rate becomes effective without incurring a short rate adjustment, provided the contract rate has been earned up to the date of cancellation. Cancellation of space for any other reason will result in an adjustment of the rate (short rate) to reflect the actual space used at the prevailing rate card rates.

c. 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 to receive a higher (or lower) discount, relative to the total ad pages for that issue's billing.

d. 15% of gross to recognized advertising agencies on space billed directly to the agency provided authorized contract is on file. All orders accepted for space are subject to credit requirements.

e. No coupons or reply cards will be accepted in any Promotions.

f. If Promotions are 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.

7. 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. 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 online Advertisers/Agencies will be billed at the time their program begins for the full amount or prorated amount for Advertisers/Agencies who sign up with less than twelve months remaining on their existing print contract.

8. Productions Requirements. Materials not received by Northstar's production department by 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 four time contracts if new material is not received by closing date. 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.

9. Use of Promotions Materials. Advertiser/Agency agrees to allow Northstar to use the Advertiser/Agency's materials for promotion including, but without limitation, activities such as display at travel agencies, hotels, and industry events; illustration in sales materials and brochures relating to the publication(s) specified; and use in public relation activities, etc.

10. Compliance With Law. Advertiser/Agency shall ensure that all Promotions comply with all applicable federal, state and local laws and regulations.

11. Miscellaneous

a. The general terms and conditions contained herein 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 and shall be governed by and construed in accordance with the laws of the State of New Jersey.

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

c. Advertiser may not assign any of its rights or obligations hereunder, other than to a purchase of all or substantially all of the assets of Advertiser 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 liability hereunder. Any other purported assignment by Advertiser shall be null and void and of no effect.

d. 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 any photographs provided by Advertiser/Agency hereunder, insofar as such photographs shall have been provided without inclusion of advertising copy or similar non-photographic materials, in any media or format not known or hereafter devised, in connection with the Northstar Travel Media, LLC database of travel-related information.