

BACK STAGE ADVERTISING TERMS & CONDITIONS

1. Back Stage will pay 15% commission to recognized agencies. No commission allowed on tip-in charges, split-run charges, or other production or mechanical charges. No cash discounts. Agency commission forfeited after 75 days from invoice date. Frequency rate must be earned within one year from first insertion. Advertisers will be short rated and rebilled at the earned frequency rate immediately following cancellation or curtailment of space frequency contracted.

2. The right to reject any advertising material remains the sole discretion of Back Stage. Rates, conditions, and space units are subject to change without notice. Positioning requests that are not paid for are not guaranteed. Back Stage may reject advertisements without liability, for any reason or no reason, including advertisements Back Stage deems inappropriate or incompatible with its standards and those that have been previously acknowledged or accepted. Back Stage may place the word "advertisement" or otherwise add or delete text to or from ads, which, in Back Stage opinion, resemble editorial matter. Back Stage does not accept cancellations after the publication closing date. Back Stage may print any advertisement received before then and collect the full amount shown on the insertion order.

3. Payment terms are net 30 days after date of invoice. Back Stage may apply payments from Advertiser or its affiliates to any other debt owed to Back Stage or its affiliates. Advertiser and its affiliates shall remain liable for all outstanding sums owed to Back Stage and its affiliates. Advertiser will be charged interest on all past-due payments at the rate of 18% per year or the highest legal rate, whichever is lower. Advertiser, its affiliates, and any applicable agency are jointly and severally liable for all payments to Back Stage and its affiliates. Back Stage is not bound by any terms or conditions that are unwritten or that appear on order forms, contracts, insertion orders, or copy instructions when those terms or conditions conflict with or alter any provision contained in these conditions or Back Stage's rate card.

4. Advertiser and any applicable agency jointly and severally represent that they are fully authorized and

licensed to use and publish (i) the names, portraits, and pictures of living and dead persons, (ii) all intellectual, private, and proprietary property, and (iii) all testimonials and other matter contained in any advertisement submitted by or on behalf of Advertiser, and that the advertisement is not libelous, an invasion of privacy, or otherwise unlawful.

5. As part of the consideration to induce Back Stage to publish advertisements, Advertiser, any applicable agency, and their affiliates agree to and shall indemnify, defend, and hold harmless Back Stage and its affiliates from and against any and all losses, damages (including consequential, incidental, special, and punitive damages), liabilities, costs, fees, and expenses (including court, collection, and legal fees and expenses) incurred, arising out of or related to (i) the content and publication of the advertisements and (ii) the failure of any content related to the advertisements to comply and conform to all applicable laws, ordinances, statutes, and rules.

6. Back Stage's aggregate liability to Advertiser and any third parties for any and all reasons shall not exceed the amount paid by Advertiser to Back Stage for the applicable advertisement. Back Stage shall have no liability in all cases resulting from events that are beyond its reasonable control. In no event shall Back Stage be liable to Advertiser or any other party for consequential, incidental, special, or punitive damages. Back Stage is not liable for errors in pubset reader service numbers, booth lines, or ad indexes.

7. This Agreement shall be governed by and interpreted under the laws of the state of New York without regard to its conflict of laws provisions. Both parties hereby consent to the personal jurisdiction of the state of New York, acknowledge that venue is proper only in any state or federal court in the state of New York, agree that any action related to this Agreement must be brought in a state or federal court in the state of New York, and waive any objection it has or may have in the future with respect to any of the foregoing.