

FUTURE US, INC.
TERMS AND CONDITIONS FOR PRINT ADVERTISING
EFFECTIVE AS OF FEBRUARY 13, 2009

The following provisions, terms and conditions are intended to be part of and are fully incorporated into Insertion Orders ("IO's") for the submission of Ads for Future US, Inc. ("Publisher") print publications. No conditions other than those set forth in these Terms and Conditions shall be binding on the Publisher unless specifically agreed to in writing by Publisher. Publisher will not be bound by conditions printed or appearing in order blanks or copy instructions that conflict with provision of these Terms and Conditions.

1. INSERTION ORDERS

From time to time, parties may negotiate insertion orders ("IO's") under which a Publisher will print Ads ("Ads") provided by an advertiser or its advertising agency (for publication in one or more of Publisher's publications (the "Publication") for the benefit of the Advertiser. At advertiser or its agency's discretion, an IO may either be submitted by an advertiser or its agency to Publisher or be submitted by Publisher, signed by Advertiser or its agency and returned to Publisher. IO acceptance is subject to credit approval and approval of the IO terms. In the event Advertiser lacks an adequate credit history, there may be a delay in the order acceptance process and the start of the media flight. All Ads must comply with the technical specifications attached as Exhibit A to these terms and conditions. Revisions to accepted IOs must be made in writing and acknowledged by the other party in writing.

2. PAYMENT AND PAYMENT LIABILITY

- a. The initial invoice will be sent upon the on-sale date of the Publication in which the Ads appear.
- b. Advertiser or its agency will make payment 30 days from receipt of invoice, or as otherwise stated in a payment schedule set forth in the IO. Any amounts payable by Advertiser or its agency under this Agreement that remain unpaid after the due date will be subject to a late charge equal to the lesser of one and one-half percent per month or the maximum rate allowable by law from the due date until such amount is paid.
- c. Advertiser and its agency are jointly and severally liable for any and all amounts due to Publisher. In the event of nonpayment, and without limiting any other remedies, Publisher may set off any amounts due Publisher against any amounts due from Publisher to Advertiser or its agency under any agreement or IO, or may set off such amounts against any charges for media to be delivered by Publisher.

3. CANCELLATION AND FORCE MAJEURE

- a. Cancellations or changes in orders may not be made by the Advertiser or its agency after the space closing date. Covers and preferred position placement are non-cancelable. When change of copy is not received by the closing date, copy run in the previous issue will be inserted.
- b. Discounted rates will not apply to cancelled buys; instead, short rates will be applied based on Publisher's standard rate card for the related inventory
- c. Either party may terminate an IO at any time if the other party is in material breach of its obligations hereunder that is not cured within 10 days after written notice thereof from the non-breaching party.
- d. Publisher is not liable for delays in delivery and/or non-delivery in the event of an act of God, action by any government or quasi-government entity, fire, flood, insurrection, riot, explosion, embargo, strikes, interruptions of any kind, work slowdown, or any condition beyond the control of Publisher affecting production or delivery in any matter.

4. AD MATERIALS

- a. Ads are accepted upon the representation that Advertiser and its agency have the right to publish the contents thereof. Advertiser is solely responsible for any legal liability arising

- b. out of or relating to its Ads. Advertiser represents and warrants that the use, publication, reproduction, and distribution of its Ads will not violate any law or any rights of third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, trademark, trade secret, image or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti discrimination law or regulation, or any other right of any person or entity.
- b. Positioning of Ads is at the discretion of the publisher except when a request for a specific preferred position is accepted by the publisher in writing. Publisher reserves the right to trim, to reset, or to change cuts to standard size. The word "Advertisement" or "advertorial" will be placed with copy that, in Publisher's opinion, resembles editorial matter.
- c. Any Ad requiring typesetting or preparation by Publisher must be received by space reservation deadline. Ad proofs are shown only on request and are charged. Press proofs cannot be furnished. On written request, Publisher will release negatives to other publications five working days after receipt of instructions and authorization to make a set of duplicate negatives. Duplications and handling/forwarding will be billed at cost.
- d. Native Application Format Waiver. Publisher may accept Advertiser's Ad in a native application format, such as a QuarkXPress, Adobe Indesign or Illustrator, EPS, Postscript or PDF file other than PDF/x-1A (a "Native Application Format"); provided, however, that Publisher does not warrant or represent, either on behalf of itself or its printer, that the quality or accuracy of reproduction in the print publication made from a Native Application Format will be the same as that achieved from an Approved Format. Neither Publisher nor its printer shall have any obligation to correct or otherwise modify any Native Application Format submitted by Advertiser. Such submission is accepted in its "as is" condition only and Advertiser agrees to waive any claims against Publisher and Publisher's printer with respect to the quality or accuracy of Advertiser's Ad as reproduced in Publisher's print publication even if it is not of the same or equal quality or accuracy as would have been achieved in an Approved Format, including without limitation with respect to the content, color saturation, faithfulness to color selection or clarity of image. Advertiser expressly and with knowledge of the disclaimer set forth above agrees that it will not seek or expect a refund, a reduction in the amount payable by it, an offset or a credit with respect to future advertising on account of a failure of the reproduction achieved by the Native Application Format to be the same as or similar (in quality, accuracy or otherwise) to that achieved by an Approved Format. Advertiser shall remain liable to Publisher for the full amount of the fee for the Ad notwithstanding the failure of a Native Application Format to achieve the same or equal quality or accuracy of reproduction as an Approved Format.
- e. Direct Submission Waiver. Advertiser hereby agrees to waive, and to release Publisher from, any and all claims or losses arising from or on account of a failure of the Advertising Copy to be timely delivered to the printer or the failure of the Ad to be printed in the publication for which it was originally intended if delivery to the printer is delayed for any reason. Advertiser assumes all risk of loss with respect to the timely delivery of the Advertising Copy. Advertiser expressly and with knowledge of the waiver and agreement

to assume risk of loss set forth above agrees that it will not seek or expect a refund, a reduction in the amount payable by it or a credit with respect to future advertising from Publisher on account of a failure of the Advertising Copy to be timely delivered to the printer for any reason. Advertiser shall remain liable to Publisher for the full amount of the fee for the Ad as if it had been run in the print publication for which it was intended.

5. OWNERSHIP

- a. Ownership of Content: Advertiser shall own and retain all right, title and interest in all advertising materials provided by Advertiser to Publisher. Except for the advertising materials provided by Advertiser, Publisher shall own and retain all right, title and interest in any materials and content it creates for the media buy.
- b. Ownership of Data: Where, pursuant to the IO, Publisher conducts a promotion on behalf of Advertiser and entrants provide their permission to share their Entry Data with Advertiser, Publisher may provide Advertiser with the pertinent entry data collected by Publisher on the Promotion entry pages (the "Entry Data"). Where entrants have provided their permission to share their data with Advertiser, Publisher and Advertiser shall each own the Entry Data separately and shall use it in accordance with their respective privacy policy. Advertiser shall at all times comply with its lawful privacy policy and all applicable laws, rules and regulations. Additionally, where the IO calls for a survey, Publisher will provide Advertiser with certain information (as specified in the IO) collected from the survey.

6. INDEMNIFICATION

Advertiser agrees to defend, indemnify and hold harmless Publisher its Affiliates and their respective directors, officers, employees and agents from any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees (collectively "Losses") incurred as a result of a Third Party claim, judgment or proceeding relating to or arising out of the content or subject matter of any Ad or advertising materials to the extent used by Publisher in accordance with these Terms and Conditions or an IO, including but not limited allegations that such content or subject matter violate the right of a Third Party, are defamatory or obscene, or violate any law, regulations or other judicial or administrative action.

7. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING DAMAGES FOR INTERRUPTION OF BUSINESS, PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF PROFITS, OR THE LIKE) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PUBLISHER'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID TO PUBLISHER BY ADVERTISER AND ITS AGENCY.

8. MISCELLANEOUS

- a. Publisher represents and warrants that Publisher has all necessary permits, licenses, and clearances to print the Ad in its Publication subject to the terms and conditions of this agreement. Advertiser represents and warrants that Advertiser has all necessary licenses and clearances to use the content contained in their Ads and advertising materials.
- b. Neither advertiser nor its agency may resell, assign or transfer any of its rights or obligations hereunder, and any attempt to resell, assign or transfer such rights or obligations

without Publisher's prior written approval will be null and void.

- c. All terms and provisions of these Terms and Conditions and each IO will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors and assigns.
- d. These Terms and Conditions and the related IO constitute the entire agreement of the parties with respect to the subject matter and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to the subject matter of the IO. The IO may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same document.
- e. In the event of any inconsistency between the terms of an IO and these Terms and Conditions, the terms of the IO shall prevail.
- f. All IOs shall be governed by the laws of the State of California. Publisher and Advertiser agree that any claims, legal proceeding or litigation arising in connection with the IO (including these Terms and Conditions) will be brought solely in the County of San Mateo, and the parties consent to the jurisdiction of such courts.
- g. No modification of these Terms and Conditions or any IO shall be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions shall remain in full force and effect. All rights and remedies hereunder are cumulative.

EXHIBIT A PRINT AD SPECIFICATIONS

Publisher prints all of its publications using CTP (Computer to Plate) technology and has eliminated analog film. The preferred method for receiving ads is listed below by priority.

For Full Page or Spread Size Ads

PDF/x-1A files with SWOP approved digital contract color proofs output from the same file are acceptable. See "Guidelines for Supplying PDF/X-1A or EPS or QuarkXPress files" below.

Note: Application specific files such as QuarkXPress, Adobe Indesign or Illustrator, EPS, etc. (collectively, "Native Application Formats") for either full page or spread size ads are **usually not acceptable**. However, if an Ad in a Native Application Format is submitted Section O of the Terms and Conditions set forth below applies irrevocably and without modification whereby the advertiser waives any and all claims with respect to the quality or accuracy of the Ad.

For Fractional or Partial Size Ads

(1) PDF/x-1A or EPS files are preferred for fractional ads. If supplied, advertisers should save as an EPS from either Adobe Indesign or Illustrator, or QuarkXPress, embedding all fonts and images, if possible.

(2) QuarkXPress or Adobe InDesign files are acceptable if the advertiser is unable to provide PDF/x-1A or EPS files, which are preferred.

Guidelines for Supplying PDF/X-1A or EPS or QuarkXPress files:

- All colors must be CMYK, not Spot or RGB color. Double-check all placed files and final files for CMYK color.
- All fonts must be supplied (both screen and printer fonts), embedded, or converted to outlines (preferred) for Indesign and Illustrator files.
- Images must be CMYK format & saved as TIFF without LZW compression or EPS files without JPEG compression.
- Please make image resolution from 266 dpi min. to 300 dpi maximum.
- **IMPORTANT!** Image files in RGB, Indexed Color, Duotone mode, TIFF files saved with LZW compression, or EPS files with JPEG compression, WILL NOT OUTPUT CORRECTLY!

Ad Sizes

All files must be created according to the correct size specifications (trim, live area, & bleed dimensions). Call a Future US Sales Representative for ad sizes. Files will be returned if sized incorrectly.

Proofs

SWOP approved color proofs of your ad must be supplied with your files. Future US cannot and will not guarantee accurate color if it does not receive Swop Approved color proofs. If an ad is sent electronically, a proof must be mailed. Files may be accepted without a proof but no quality or reproduction liability can be held against Future US in that case.

Electronic File Submission

Files can be uploaded to the Future US FTP site using an FTP client such as Fetch. Please compress your files (including all support files noted above) using either Stuffit or Zip file format. Call your Future US Sales Representative for FTP information.

Direct Submission to Printer

The customary practice of Future US is to accept digital files from the advertiser and to submit them itself to its printers. If an advertiser desires to submit an Ad directly to Future US's printer rather than to Future US, then Section P of the Terms and Conditions below expressly applies irrevocably and without modification and any and all claims against Future US relating to delivery or printing of the Ad are hereby waived.