

TERMS AND CONDITIONS FOR PUBLISHERS

1) PARTIES

Pursuant to this Agreement, Adconion and you ("You" or "Member") agree to the following terms and conditions for the receipt of advertising materials ("Creatives") from advertising Customers ("Customers" or "Advertisers"). This includes the serving, tracking and reporting of each Campaign made on the Sites of the Adconion network of Sites (the "Network").

2) USE POLICY

(a) Membership: Membership in the Network is subject to prior approval of Adconion. Adconion reserves the right to refuse service to any new or existing Member for any reason, in its sole discretion. Approval of membership in the Network is limited only to the specific root URLs (the "Sites") for which Member has applied for approval by Adconion. Adconion reserves the right, in its sole discretion and without liability to Adconion, to reject, omit or exclude any Member or Site for any reason at any time (including, without limitation, if a Member's text is in a foreign language), with or without notice to the Member and regardless of whether such Member or Site was previously accepted. Without limiting the foregoing, Adconion reserves the right to require potential or existing Sites to submit detailed descriptions or explanations of the Member's Site(s) or application(s) functionality and backend technology through a questionnaire or survey. Refusal to participate or answers deemed unsatisfactory constitutes grounds for nonacceptance or termination from the network. In addition, in all Sites in the Network must maintain a privacy statement acceptable to Adconion. If Member is an individual, Member must be at least 18 years of age.

(b) Representation: Member represents and warrants that the Sites: (1) are owned by or licensed to Member and Member has the right to use the entire contents and subject matter contained in the Sites; (2) do not violate any law, statute, ordinance, treaty or regulation; (3) do not infringe in any manner any copyright, patent, trademark, trade secret or other intellectual property right of any third party; (4) do not breach any duty toward or rights of any person or entity including, without limitation, rights of publicity or privacy, and have not otherwise resulted in or are not likely to result in any consumer fraud, product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity; (5) are not false, deceptive or misleading; (6) are not defamatory, libelous, slanderous or threatening; and (7) are free of viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, cancelbots, "spyware" and other computer programming routines that may potentially damage, interfere with, intercept, or expropriate any system, data or personal information. Member also represents, warrants and covenants that: (i) Member has the power and authority to enter into and perform its obligations under this Agreement; (ii) Member shall not be in violation of any obligation, contract or agreement by entering into this Agreement, by performing its obligations hereunder or by authorizing and permitting Adconion to perform the services hereunder; (iii) Member shall comply with all of the terms and conditions of this Agreement, as amended from time to time; (iv) all information provided by Member to Adconion or posted on the Sites by Member is truthful, accurate and complete, and is not misleading in any way; (v) Adconion is hereby authorized by Member to perform all

the services described hereunder with respect to Member and the Sites; (vi) upon request by Adconion, Member shall promptly provide a written statement in form acceptable to Adconion confirming Adconion's authority hereunder; and (vii) Member shall not upload, post, email, transmit or otherwise make available any content, material, data, work, designation, trade or service mark, tradename, link, advertising or services that actually or potentially (a) violates any applicable law or regulation, including, without limitation, false advertising or unfair competition under the law of any jurisdiction, (b) infringes or misappropriates any proprietary, intellectual property, contract or tort right of any person, or (c) to a reasonable person, may be abusive, obscene, pornographic, defamatory, invasive of privacy, harassing, grossly offensive, vulgar, threatening, malicious, otherwise objectionable or in way derogatory about Adconion or any other party. Member grants Adconion and the customer the right and license to transmit the Creatives to the Sites.

(c) Termination: Adconion reserves the right to terminate any Member's relationship with the Network at any time, with or without cause, including, without limitation, for reasons set forth in Section 2(e) below. Termination notice may be provided in person or via email, facsimile or mail (either regular mail or overnight courier) and will be effective immediately upon receipt. Upon receipt of such termination notice, Member agrees to immediately remove from the Sites any and all of Adconion's software code supplied to Member for serving Creatives from Adconion or otherwise (collectively, the "Adconion Code"). Member will be paid, in the next scheduled payment cycle following termination, all legitimate, non-fraudulently accrued, earnings due up to the time of termination.

(d) Content: Adconion reserves the absolute right to refuse to affiliate with any Member. Adconion does not accept Sites that produce or provide adult content. Adconion does not accept Sites that engage in, promote or facilitate illegal or legally questionable activities such as phishing and hacking. Adconion does not accept Sites that are: under construction, hosted by a free service, personal home pages, or do not own the domain they are under. Adconion Code shall not be used on Sites that contain forums, discussion boards, chat rooms, or any content area that is open to public updates without regulation. This Agreement is voidable by Adconion immediately if Member fails to disclose, conceals or misrepresents itself in any way. In addition, Adconion may in its sole discretion refuse to serve any Member that it deems inappropriate. To insure compliance with this Agreement, any Sites that change their content after approval for membership MUST notify Adconion of the changes in writing IMMEDIATELY. Notices should be sent to websites@Adconion.com

(e) Traffic: Adconion reserves the right to terminate Member's relationship with Adconion immediately should the number of Impressions delivered by Member total less than 2,500 per month, or Member's traffic falls below the threshold established by Adconion from time to time.

(f) Placement: Member shall be solely responsible for placing Creatives on the Sites, which placement shall be subject to the terms and conditions of this Agreement. No Creative may be placed on any root URL not specifically approved by Adconion for membership within the Network. Banner, Leaderboard, Skyscraper, and Wide Skyscraper Creatives must be placed within 600 pixels of the top of the Webpage (above the page

scroll/fold). Adconion pop-under or In-View windows cannot be launched from Sites that launch more than a total of two pop windows, including the Adconion pop-under or In-View. Skyscrapers or wide skyscrapers and half page formats cannot be placed on the same page. No Member will place ads on blank pages, on pages with no content, on top of one another, on non-approved Sites, or in such a fashion that may be deceptive to the visitor. Creatives cannot be placed in email messages. Inpage Creatives (Banners, Leaderboards, Skyscrapers, Wide Skyscrapers, Rectangles, Medium Rectangles, Half Pages) may not be placed on forums, chat rooms, and other entities that the Member does not have complete control of. InView, Interstitial, and pop-under Creatives may be placed on forums and chat rooms.

(g) Fraud and Deception: Adconion audits every Member's traffic on a daily basis. Sites that commit fraudulent activities, including false clicks, false impressions, and incentivize clicks, will have their account permanently removed from the Network and will not be compensated for fraudulent traffic. Additionally, Adconion reserves the right to register fraudulent Sites in a global ad network fraud database, for usage by other ad networks. We have several fraud mechanisms at our disposal that will detect most forms within a few days of the initial activity. All proceeds from accounts with fraudulent activity will be refunded to Advertisers. All Creatives must be served from a Adconion server or serving location, or through a Adconion approved 3rd-partyhosted server. Stored images that are loaded from a different location will not count towards any statistic or payment. Sites agree to not artificially inflate traffic counts using a program (including scripts), device, or other means. Excessive page reloading or any other abuse of our system could result in legal action. No Member shall induce visitors to click on Creatives based on incentives, provided, however, that, with the prior written approval of Adconion, certain language may appear above or below an advertisement served by Adconion. Without limiting the foregoing, the following methods of generating visitor interest are unacceptable to Adconion and may be grounds for dismissal from the Network: use of unsolicited email or inappropriate newsgroup postings to promote your Member; auto-spawning of browsers; automatic redirecting of users; clicking on your own banners; blind text links; misleading links; or any other method that may lead to artificially high numbers of impressions or clicks.

(h) Code: Adconion Code shall not be modified without prior written consent from Adconion. Member agrees to use the Adconion Code provided by Adconion for displaying a Creative not more than ONCE per page view. Ad codes cannot be placed in email messages. Adconion Code cannot be used on Sites that contain forums, discussion boards, or chat rooms. Member cannot alter, copy, modify, take, sell, reuse, or divulge any Adconion Code, except as is necessary to partake in the Network, provided, however, with the prior written approval of Adconion, a Member may, in certain instances, modify the Adconion Code for purposes of inserting certain language pre-approved by Adconion either above or below an advertisement served by Adconion.

Requests for language approval should be sent to websites@Adconion.com. Any modifications to Adconion Code shall be owned solely by Adconion. Subject to the terms and conditions of this Agreement, Adconion grants you a world-wide, revocable, non-exclusive, non-transferable, nonsublicensable, limited use license to use, execute, and display the Adconion Code solely for purposes of receiving and displaying the Creatives

and performing your other obligations hereunder. Except for the limited license expressly granted in this Section, nothing in this Agreement shall be construed as Adconion granting you any right, title or interest in or to the Adconion Code or any right under any patent, trade secret or other intellectual property rights of Adconion. You acknowledge and agree that Adconion owns all right, title and interest in and to the Adconion Code (including, without limitation, all software and technology underlying any such product, service, and/or information) and all related intellectual and proprietary rights of any kind anywhere in the world. You agree that you will not use the Adconion Code, or the results created thereby, or disseminate or distribute any of this information, except as expressly permitted by this Agreement.

(i) Data Reporting (Stats): Adconion owns all data collected by or through Adconion's code and/or any or all reports, results, and/or information created, compiled, analyzed and/or derived by Adconion from such data (collectively, "Data"). All Data shall be deemed Adconion's Confidential Information. Any use by Member of such Data shall be only as expressly permitted in this Agreement and in strict compliance with Adconion's Privacy Policy. Member may only access Data that is collected through the use of their inventory.

(j) Member Access: For purposes of this Agreement, all Sites that are owned, operated or hosted by or on behalf of Adconion, including, without limitation, Adconion's branded websites at <http://www.Adconion.com>, are referred to herein collectively as the "Adconion Sites." You agree that you will not use the Adconion Sites or any content therein or data obtained there from for any other purpose and that you will not disseminate any of this information. You agree that you will not use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access or manage your account with Adconion or to monitor or copy the Adconion Sites or the content contained therein except those automated means expressly made available by Adconion, if any, or authorized in advance and in writing by Adconion (for example, Adconion-approved third party tools and services). The Adconion Sites contain robot exclusion headers and you agree that you will not bypass Adconion's robot exclusion headers (including using any device, software or routine to accomplish that goal), or to interfere or attempt to interfere with the proper working of the Adconion Sites or any program thereon, or Adconion system. Without limitation to the foregoing, you further agree that you will not take any action that imposes an unreasonable or disproportionately large load on the Adconion Sites, any programs thereon, or Adconion's infrastructure, as determined by Adconion.

(k) Trademarks: Adconion's logos and trademarks and any future trademarks, service marks or logos on all Adconion Sites are trademarks of Adconion or Adconion's licensors (the "Adconion Marks"). Without the prior written consent of Adconion or its licensors, Member shall not display or use in any manner any Adconion Marks.

(l) Your Member: You hereby acknowledge that Adconion is not responsible for the content or maintenance of your Sites, or Sites owned or operated by any third party (including, without limitation, other advertisers), nor is Adconion responsible for order entry, fulfillment, payment processing, shipping, cancellations, returns or customer service concerning orders placed on your Sites or Sites owned or operated by any third party (including, without limitation, other advertisers). You represent, warrant and covenant that all information you

provide in connection with this Agreement or on your Sites are, and will be, updated to remain, current and accurate. You agree that your Sites do not contain any Adconion-owned or licensed content, including, without limitation, any Adconion listings, except pursuant to a separate signed agreement with Adconion.

(m) Contact Information: To insure timely payment, Sites are responsible for maintaining the correct contact and payment information associated with their account. Payment Profile information must be updated by the last day of the month to be reflected in the next payment. This must be done by Member online using Member's account. Any and all bank/service fees associated with returned or cancelled payments due to any error in the Member contact or payment information are Member's responsibility, and will be deducted by Adconion upon repayment of such returned or cancelled payments.

(o) Privacy: In performance of the parties' obligations pursuant to this Agreement, you agree not to transmit to Adconion, its information providers, licensors, licensees, consultants, contractors, agents, attorneys or employees, and Adconion shall not solicit or collect, any personally identifiable information of the visitors or customers to your Sites unless required by law or court order, or otherwise agreed in writing and signed by an authorized representative of Adconion.

You represent, warrant, and covenant that at all times while the Adconion code is on your Sites, you will maintain a privacy policy on your Sites which shall (a) be available, at a minimum, as a clear and conspicuous link from the main page of your Sites and on all web pages where visitors' personally identifiable information is collected, (b) obtain all rights and/or permissions necessary for Adconion to use the Data as contemplated under this Agreement, (c) comply with all applicable laws and regulations, and (d) contain language materially similar to the following:

"We have contracted with Adconion ("Adconion") to monitor certain pages of our Member for the purpose of reporting Member traffic, statistics, advertisement 'click-throughs', and/or other activities on our Member. Where authorized by us, Adconion may use cookies, web beacons, and/or other monitoring technologies to compile anonymous statistics about our Member visitors.

No personally identifiable information is collected by or transferred to Adconion. For more information about how the information is collected and used by Adconion, please see Adconion's privacy policy.

(p) Access: All hardware and software necessary for access to Adconion services and Creatives is Member's responsibility. Member, at its sole cost and expense, shall be solely responsible for providing, maintaining and ensuring that all hardware, software, electrical and other physical requirements for Member's use of the services hereunder, including, without limitation, telecommunications and internet access connections and links, web browsers, bandwidth or other equipment, programs and services required to access and use the services hereunder, are compatible with the Adconion Code.

(q) Traffic Limitations: Customer understands and agrees that from time to time the Adconion services hereunder may be inaccessible, unavailable or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Adconion may undertake from time to time; or (iii) causes beyond the control of Adconion or which are not reasonably or digital foreseeable by Adconion, including, without limitation, interruption or failure of telecommunication transmission links, hostile network attacks, the unavailability, operation, or inaccessibility of Sites or interfaces, network congestion or other failures. While Adconion will attempt to provide the services on a continuous basis, Member acknowledges and agrees that Adconion has no control of the availability of the services on a continuous or uninterrupted basis. Member also understands and agrees that Adconion is not responsible for the functionality of any third party Member or interface. Terms of this agreement are subject to Adconion hardware, software, and bandwidth traffic limitations. Failure to deliver because of technical difficulties does not represent a failure to meet the obligations of this contract.

3) VIDEO-ADVERTISING

As far as Member uses the ADCONION Application Providing Interface (hereinafter: „ADCONION API“ or „API“) the following additional terms shall apply:

(a) API provides to Members the possibility to use an additional service in order to allow Video Advertising on their own platform. ADCONION offers its Members 3 different models:

(aa) ADCONION is responsible of the converting, hosting, scaling, traffic of the video service and will cover the costs that are related with its use.

(bb) ADCONION offers its Members to integrate API via ADCONION Services (Managed Hosting & Traffic Control). In this case, invoicing for the ADCONION Services shall be based on the latest pricelist that can be handed out to Member upon request. Paragraph g) of this Section will not apply in case Member decides to use the ADCONION Services.

(cc) In case of sale/lease of ADCONION API without ADCONION Services separate offers and agreements will be made.

(b) The technical implementation of the API shall be done according to the latest applicable provisions that Members can obtain from their ADCONION contact person. ADCONION has no obligation whatsoever to assist in the implementation the API into the partner portals.

(c) The range of functionality shall be done according to the latest applicable provisions that Members can obtain from their ADCONION contact person.

(d) Without the written permission of ADCONION, Member is not allowed at any time to pass on API to other Members that are not licensed or to integrate API in platforms that do not qualify as contracting party to these Terms and Conditions.

(e) In order to allow the best possible marketing and therefore the biggest practical effect for Members and ADCONION, Member will provide to ADCONION as many data of its users as possible in anonymised form with users' approval.

(f) In order to increase the practical effect and facilitate the marketing, Member agrees upon ADCONION's request to always place ADCONION top lists, channels or catalogues as well as other video positioning in a prominent place.

(g) ADCONION reserves the right to include advertisement overlays at any time in the surrounding of videos. These can be placed in the video sequences or the corresponding text in any possible manner. Parties will agree in separate agreements how to share possible marketing revenues.

(h) ADCONION reserves the right to delete texts, files, pictures, photographs, videos, sounds, music, work subject to copyright or any other material (altogether hereinafter "Content") at its own discretion or warn Members or exclude Members from the use of ADCONION services.

(i) ADCONION reserves the right to cite name and logo of Member for reference.

(j) The ADCONION Services include Content of users and other ADCONION licensors. It is prohibited to Member at any time to copy, modify, translate, publish, transfer, distribute, broadcast, show or sell any content published on its platform and being related to API.

(k) Member shall have the right to delete Content from its website in case it breaches Member's terms and conditions. However, Member shall not have the right to delete such Content from the ADCONION website. This right remains solely with ADCONION.

(l) ADCONION does not claim any rights for the provided Content that is published via its platform by third parties. After provision or publication of Content via ADCONION Services or API all rights to this Content shall remain with the respective user or Member who shall rest entitled to dispose of it at its own discretion. By providing or publishing Content via the ADCONION Services or API user hereby grants Member and ADCONION with a non-exclusive, royalty-free, sub-licensable, worldwide license to use, modify, present and show in public, reproduce and distribute said Content via the ADCONION Services.

(m) Without the right to present Content of users in public ADCONION could not allow ADCONION users and Members to use Content provided or published by other users. Without the right to modify Content provided by Members, ADCONION would not be in the position to digitally compress video files or to

alternatively process Content in order to meet with technical requirements. The license that user and Member grant ADCONION is non-exclusive (meaning that user is free to license its Content to as many others besides ADCONION as it wants), royalty-free (meaning that ADCONION will not pay a fee for the use of Content provided by user or Member), sub-licensable (so that ADCONION can also make use of its affiliates and subcontractors like internet content delivery networks (content provider) in order to offer the ADCONION Services) and worldwide (since the internet and the ADCONION Services work on a global basis). This license will become void if user deletes its Content from the ADCONION Services.

(n) It is prohibited to publish, modify, distribute or reproduce Content that is subject to copyrights, trademarks or other proprietary information without prior written approval of the rights owner. Users that repeatedly infringe third parties' copyrights will have to be immediately excluded by Member. In the same way ADCONION will terminate the cooperation with Members that do not warn their users in case of any copyright infringement once they are informed by rights' holders or its representative. Should Member or ADCONION be of the party, respectively.

(o) As far as videos provided by users or Members include music, Member will exclusively be liable for possibly occurring licensing fees including payment obligations vis-à-vis Collecting Societies.

4) PAYMENT POLICY

Campaign rates vary with market conditions. Adconion reserves the right to set market rates.

Market rates are less any payment transaction fees, cost-of-money / bad-debt fees, and applicable ad serving fees. Adconion reserves the right to set and negotiate specific payment terms on an individual basis. Sites will typically be paid within seventy (70) business days after the end-of-month. Sites will be paid at the account level. All accounts will be settled in US Dollars (\$US). No check will be issued for any amount less than \$50US. All unpaid earnings will rollover to the next pay period. Any Member account that goes unpaid for six (6) months becomes subject to immediate payoff and dismissal from the Network. As a condition to Adconion's obligation to make payments hereunder to Member, Member must have a completed and accurate W-9 (for US-based Members) on file with Adconion or a completed and accurate W-8 (for non-US-based Members) on file with Adconion.

Member payments will be withheld until the appropriate taxation documents are on file with Adconion. Sites cannot refer themselves as a Member or as an Advertiser. Groups of Sites cannot refer each other. All payments are based on actuals as defined, accounted and audited by Adconion. In no event will payments be made on accounts that have not provided proper tax identification information. Adconion reserves the absolute right not to pay any accounts or Sites that violate any of the terms and conditions set forth herein. Adconion will be responsible for determining, in its sole and absolute discretion, what acts and omissions violate this policy, and which acts include activity that is deceptive or fraudulent in nature. Examples of such acts may include, without limitation, clicks without referring URLs, extraordinary high numbers of repeat

clicks, and clicks from non-approved root URLs.

5) LIABILITY POLICY

(a) Indemnification: Member is solely responsible for any legal liability arising out of or relating to (i) the content and other material set forth on the Member Sites and/or (ii) any content or material to which users can link through the Member Sites (other than through an advertisement supplied by Adconion). Member hereby agrees to indemnify, defend and hold harmless Adconion and its information providers, officers, directors, affiliates, licensors, partners, licensees, consultants, contractors, agents, attorneys, employees, and third party service providers (each, an "Adconion Entity" and collectively, the "Adconion Entities") and employees from and against all claims, actions, liabilities, losses, expenses, damages, and costs (including, without limitation, reasonable attorneys' fees) that may at any time be incurred by any of them by reason of any claims, suits or proceedings (a) for libel, defamation, violation of right of privacy or publicity, copyright infringement, trademark infringement or other infringement of any third party right, fraud, false advertising, misrepresentation, product liability or violation of any law, statute, ordinance, rule or regulation throughout the world in connection with the Member Sites; (b) arising out of any breach by Member of this Agreement (including any representation or warranty herein); or (c) relating to a contaminated file, virus, worm, or Trojan horse originating from the Member Sites, except for any of the foregoing directly caused by Adconion's gross negligence or willful misconduct. You agree to be solely responsible for defending any claim against any Adconion Entity, subject to Adconion's and such Adconion Entity's right to participate with counsel of its own choosing; provided that you will not agree to any settlement that imposes any obligation or liability on Adconion's or any Adconion Entity without Adconion's prior express written consent.

(b) Warranty Disclaimer: THE SERVICES HEREUNDER, THE DATA AND ALL OTHER ADCONION SITES, SYSTEMS AND CODE (COLLECTIVELY, THE "ADCONION MATERIAL") AND ALL CREATIVES, THIRD PARTY SITES, APPLICATIONS AND/OR EMAILS (COLLECTIVELY, THE "THIRD PARTY PRODUCTS") ARE PROVIDED OR MADE AVAILABLE BY ADCONION ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ADCONION EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. MEMBER EXPRESSLY AGREES THAT MEMBER'S USE OF THE ADCONION MATERIALS AND THIRD PARTY PRODUCTS, OR ANY PARTY THEREOF, IS AT MEMBER'S SOLE RISK.

SPECIFICALLY, BUT WITHOUT LIMITATION, ADCONION MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY OF THE FOLLOWING (AND ADCONION DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, PENALTY OR DAMAGE OF ANY KIND WHATSOEVER RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATED TO THE FOLLOWING): (i) THAT THE ADCONION MATERIALS OR THIRD PARTY PRODUCTS, OR ANY PART THEREOF, SHALL BE FREE OF ERRORS OR OMISSIONS, INCLUDING, BUT NOT LIMITED TO, TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS; (ii) THE AVAILABILITY, ACCURACY OR

UNINTERRUPTED USE OF THE ADCONION MATERIALS OR THE THIRD PARTY PRODUCTS OR ANY PORTION THEREOF, ANY CONTENT THEREON OR ANY INTERFACE THERETO; (iii) THAT THE ADCONION MATERIALS OR THIRD PARTY PRODUCTS, OR ANY PART THEREOF, ARE FREE OF DEFECTS, VIRUSES OR OTHER HARMFUL COMPONENTS; (iv) ANY THIRD PARTY SITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH HYPERLINKS CONTAINED IN ANY ADCONION MEMBER; (v) MEMBER'S USE OF ANY ADCONION MATERIALS OR THIRD PARTY PRODUCTS; (vi) ANY INFORMATION, SERVICES OR PRODUCTS PROVIDED OR AVAILABLE THROUGH OR IN CONNECTION WITH ADCONION, THIRD PARTY PRODUCTS, ADCONION SYSTEMS OR ADCONION SITES OR ANY RESULTS OBTAINED THROUGH THE USE THEREOF, ANY INFORMATION, SERVICES OR PRODUCTS PROVIDED OR AVAILABLE THEREFROM, OR SITES LINKED THERETO OR THEREFROM; OR (vii) THE SUCCESS OR RESULTS, ECONOMIC OR OTHERWISE, THAT MAY BE OBTAINED BY USE OF, OR OTHERWISE AVAILABLE FROM, THE ADCONION MATERIALS OR THE THIRD PARTY PRODUCTS, OR ANY PART THEREOF. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO ONE OR MORE OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

(c) Limitation of Liability: NEITHER ADCONION NOR ANY ADCONION ENTITY SHALL BE SUBJECT TO ANY LIABILITY FOR DAMAGES CAUSED OR ALLEGEDLY CAUSED BY ANY FAILURE TO PROVIDE REFERENCE OR ACCESS TO ALL OR ANY PART OF ANY MEMBER, DELAYS IN DELIVERY OR NON-DELIVERY OF CREATIVES, INCLUDING, WITHOUT LIMITATION, DIFFICULTIES WITH A CUSTOMER OR CREATIVES, DIFFICULTIES WITH A THIRD-PARTY SERVER, OR ELECTRONIC MALFUNCTION, ERRORS IN CONTENT OR OMISSIONS IN ANY CREATIVE, FAILURE OF PERFORMANCE, OTHER ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, FAILURE OF DELIVERY, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR UNLAWFUL USE OF RECORDS, WHETHER BASED ON BREACH OF CONTRACT, TORTUOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION OR THEORY. IN NO EVENT SHALL ADCONION OR ANY ADCONION ENTITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING OUT OF THE AGREEMENT, THE USE OR INABILITY TO USE ANY THIRD PARTY PRODUCT OR ADCONION MATERIAL OR SITES LINKED THEREFROM, OR FOR ANY BREACH OF WARRANTY. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. YOU AGREE THAT YOU WILL NOT HOLD ADCONION RESPONSIBLE FOR THE SELECTION OR RETENTION OF, OR ANY ACTS, ERRORS, OR OMISSIONS BY, ANY THIRD PARTY IN CONNECTION WITH ANY PROGRAMS, THIRD PARTY PRODUCTS, ADCONION SYSTEMS OR ADCONION SITES OR SITES LINKED TO THEREFROM, INCLUDING, WITHOUT LIMITATION, THIRD PARTY SERVICE PROVIDERS, THOSE WITH WHOM ADCONION CONTRACTS TO OPERATE VARIOUS PORTIONS OF THE ADCONION SYSTEMS, AND/OR ADCONION SITES AND THOSE TO

WHOM ADCONION PROVIDES LINKS FOR CONTENT, ADVERTISING AND/OR ANY OTHER TYPE OF DATA OR INFORMATION. IN NO EVENT SHALL THE LIABILITY OF ADCONION OR ANY ADCONION ENTITY FOR ANY DIRECT DAMAGES EXCEED \$10,000.00 IN THE AGGREGATE.

6) GENERAL

(a) Applicability: In this Agreement, including all attachments which are incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter. The terms and conditions of Sections 2(h), 2(i), 2(j), 2(k), 2(l), 2(m), 3, 5, 6(a), 6(b), 6(c), 6(g), 6(i), 6(j), 6(k), 6(l), 6(m) and 6(n) shall survive the expiration or termination of this Agreement. Adconion shall have no liability under this Agreement by reason of any failure or delay in the performance of its obligations on account of strikes, shortages, riots, acts of terrorism, insurrection, fires, flood, storm, explosions, earthquakes, internet outages, computer virus, Acts of God, war, governmental action, or any other cause that is beyond its reasonable control. Any rights not expressly granted in this Agreement are reserved by Adconion, and all implied licenses are disclaimed. Headings used in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Agreement. Member will periodically review Adconion's Member to ensure compliance with this Agreement and Adconion's Privacy Policy (as posted on or linked from a Adconion Member), either of which Adconion may amend from time to time in its sole discretion. Member agrees to be bound by any such amendment and assumes the responsibility for periodically reviewing such the Adconion Member with respect thereto.

Nothing contained in this Agreement will prevent Adconion from complying with privacy laws and regulations. Adconion reserves the right to discontinue offering any of Adconion systems and/or Adconion Sites at any time. Except as otherwise specified by Adconion, you agree that you will direct all communications relating to any Adconion Member or your participation therein directly to Adconion and not to any other entity.

(b) Public Release: Member shall not release any information regarding Campaigns, Creatives, or Sites relationships with Adconion or its customers, including, without limitation, in press releases or promotional or merchandising materials, without the prior written consent of Adconion.

Adconion shall have the right to reference and refer to its work for, and relationship with, Member for marketing and promotional purposes. No press releases or general public announcements shall be made without the mutual consent of Adconion and Member.

(c) Remedy: If any Member violates or refuses to partake in their responsibilities, or commits fraudulent activity against us, Adconion reserves the right to withhold payment and take appropriate legal action to cover its damages.

(d) Audit: Adconion shall have the sole responsibility for calculation of Member earnings, including Impressions and Click-Through numbers. In the event Member disagrees with any such calculation, Member shall send a written request immediately to Adconion, detailing with reasonable specificity, Member's objections to calculations. Thereafter, Adconion will provide Member with an explanation or, if such calculations are determined by Adconion to be incorrect, an adjustment, of the numbers which explanation or adjustment, as the case shall be final and binding. In the event no adjustment is necessary, Member shall reimburse Adconion for its expenses in responding to Member's requests under this Section.

(e) Privacy: Adconion's Privacy Policy is hereby incorporated into this Agreement. Member shall be subject to and bound by all of its terms and conditions as applicable.

(f) Assignment: No rights or obligations under this Agreement may be assigned by Member without the prior written consent of Adconion. Any assignment, transfer or attempted assignment or transfer in violation of this Section shall be void and of no force and effect. Adconion and any of its subsequent assignees may assign this Agreement, in whole or in part, or any of its rights or delegate any of its duties, under this Agreement to any party. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective permitted successors and assignees. The parties agree and acknowledge that no third party has or shall have any rights as a third party beneficiary or otherwise arising from or relating to this Agreement.

(g) Governing Law: This Agreement will be governed by and construed in accordance with the internal laws of the State of California, without regard or reference to the conflict of laws provisions thereof. Each party hereto agrees that all disputes and litigation regarding this Agreement and matters connected with its performance shall be subject to the exclusive jurisdiction of the courts of the State of California located in Santa Monica, California or of the Federal courts sitting nearest thereto.

(h) Ability to Enter into Agreement: By executing this Agreement, Member warrants that Member (or Authorized Representative of Member) is at least 18 years of age, and that there is no legal reason that Member cannot enter into a binding contract

(i) Confidentiality and Non-Disclosure: "Confidential Information" means any information disclosed to you by Adconion, either directly or indirectly, in writing, orally or by inspection of tangible objects, other than information that you can establish: (i) was publicly known and made generally available in the public domain prior to the time of disclosure to you by Adconion; (ii) enters the public domain by being made generally available after disclosure to you by Adconion, other than through your action or inaction; or (iii) is in your possession, without confidentiality restrictions, prior to the time of disclosure by Adconion as shown by your files and records. You shall not at any time (a) disclose, sell, license, transfer or otherwise make available to any person or entity any Confidential Information (except to your employees and agents who have a legitimate need to know such information and are bound in writing by confidentiality and nonuse restrictions not less protective than those contained herein), or (b) use, reproduce or copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to

you and in accordance with the Agreement. You agree to take all measures to protect the secrecy, and avoid disclosure and unauthorized use, of the Confidential Information. You may disclose Confidential Information if required by law, provided that you give Adconion prompt written notice prior to such disclosure and you provide assistance in obtaining an order protecting the information from public disclosure, and provided further that any such disclosure is limited to the minimum extent necessary to comply with the legally required disclosure. All Confidential Information shall remain Adconion's personal property and all documents, electronic media and other tangible items containing or relating to any Confidential Information shall be delivered to Adconion immediately upon Adconion's request, and also, upon termination of this Agreement. You may not issue any press release or other public statement regarding this Agreement, Adconion, and/or Adconion's affiliates or partners without the prior written consent of an authorized person at Adconion.

(j) Independent Contractor: The relationship of the parties is and at all times shall remain one of independent contractors. Neither party is in any way a partner, joint venture, affiliate, agent or representative of the other for any purpose whatsoever, nor has the legal right or authority to make any representation, warranty, promise, guarantee or agreement in the name of or for the account of the other under this Agreement, except as otherwise expressly authorized by a party under this Agreement.

(k) Notices: Except as expressly set forth herein, any notices to be given pursuant to this Agreement shall be in writing, signed by Member, and sent by: (i) facsimile transmission; (ii) first class certified mail, postage prepaid; (iii) overnight courier service, charges prepaid; or (iv) email, to the party to be notified, addressed to Adconion at the following address, or sent by facsimile or by email to the following facsimile number or email address, or such other address, facsimile number or email address as Adconion may have substituted by notice given to Member as provide below in accordance with this provision. The receipt of such notice shall constitute the giving thereof:

Adconion 1158 26th Street #500 Santa Monica, CA 90403 Email: websites@Adconion.com

Any notice to be given to Member pursuant to this Agreement may be sent by email to Member's email address as identified in Member's account information or by posting on a Adconion Member. The sending of such notice shall constitute the giving of notice thereof.

(l) Waiver: No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

(m) Severability: If any provision of this Agreement is held or made invalid or unenforceable for any reason, such invalidity shall not affect the remainder of this Agreement, and the invalid or unenforceable provisions

shall be replaced by a mutually acceptable provision, which being valid, legal and enforceable comes closest to the original intentions of the parties to this Agreement and has like economic effect.

(n) Attorneys' Fees: If any action in law or in equity is necessary to enforce this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs and expenses in addition to any other relief to which such party may be entitled.

6) Mandatory IASH Terms and Conditions

(a) The publisher of the site either owns or is entitled to use the content displayed on all URLs on which activity is running;

(b) The site does not knowingly include any 'virus' or other destructive programming or device that could impair or injure any data, computer system or software;

(c) The site does not knowingly violate any applicable laws or regulations, including without limitation, false or deceptive or comparative advertising laws, gaming and gambling laws, competition laws, and criminal laws;

(d) The site does not contain content originated by or on behalf of the site publisher that is defamatory, violates any rights of privacy or publicity or constitutes a misrepresentation;

(e) The content of the site originated by or on behalf of the site publisher does not and will not infringe any Intellectual Property Rights or other proprietary rights;

(f) The publisher and the site do not engage in, promote or knowingly facilitate activities such as pirating, hacking or any other activities which are illegal under UK law.

(g) In respect of unlawful activity or content contributed to the site without the publisher's knowledge or awareness of its unlawfulness, the publisher operates a "notice and takedown" policy that complies with applicable law (currently the Electronic Commerce (EC Directive) Regulations 2002).

(h) The site publisher will use all reasonable endeavours not to include on the site those types of content forbidden by the IASH Code of Conduct. See the definitions of 'barred inventory' in Schedule C of the IASH Code of Conduct (www.iash.org.uk).

A list of inappropriate sites will be constantly maintained and updated by IASH and provided to all members of IASH.

(i) The site publisher will use all reasonable endeavours to ensure, that inventory booked on this site will not be re-sold or re-brokered.