



TERMS AND CONDITIONS

In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 24/7 Real Media UK Ltd ("24/7 Real Media") and Customer (each a "Party" and, collectively, the "Parties"), intending to be legally bound, do hereby agree as follows:

Grant of Rights; Certain Definitions. Subject to the terms and conditions of this Agreement, 24/7 Real Media grants Customer a non-exclusive, non-transferable, non-sublicenseable, revokable right to use the Services, provided that such Services may only be used during the Term, in the United Kingdom, with respect to Customer's URL Feeds and using 24/7 Real Media Technology hosted on 24/7 Real Media computer servers. Except as expressly set forth herein Customer shall not use, transfer, reproduce, lease, lend, sub-license, use for timesharing or service bureau purposes, re-sell or otherwise distribute all or any portion of any Service (including by sharing Customer's access password) to any third-party (or with respect to any Web site other than Customer's Online Presence) including via the Internet (including the World Wide Web) or any successor public or private data network (collectively, "Service Bureau" uses). If this Agreement causes 24/7 Real Media to be in violation of any law of any jurisdiction or third-party agreement, then 24/7 Real Media shall promptly notify Customer in writing of such violation or potential violation and Customer may at any time modify its grant of rights to the extent necessary to ensure 24/7 Real Media's compliance. Customer grants to 24/7 Real Media, a non-exclusive, worldwide, fully paid license of all rights under applicable law to all URL Feeds.

"24/7 Real Media Technology" means the technology (including pay-for-placement ROI optimization technology) used by 24/7 Real Media to provide Services, including, without limitation, algorithms, architecture, class libraries, cookies, creative descriptions, designs, documentation (printed and electronic), know-how, network designs, services, software (including Decide DNA™ software), software tools and objects, user interface "look and feel", tracking tags and any patent, copyright, trademark, trade secret or other intellectual property right related thereto arising under the laws of any jurisdiction in the world.

"Click" means an end-user's request for a Web page corresponding to a URL as a result of: (i) a measurable interaction with a search results listing, keyword or phrase that links to the Customer's Web site (or another page or frame within the Web site) specified in a URL Feed. A Click shall be counted each time a search result listing, or other similar forms of advertisement, included in a URL Feed is clicked on by an end-user such that the measurement is of the user-initiated action of responding to such advertisement causing a re-direct to a 24/7 Real Media Web location from the 24/7 Real Media Distribution Partner. Customer acknowledges that 24/7 Real Media cannot guarantee that all Clicks will be generated by a valid user with a legitimate interest in Customer's products or services. Where 24/7 Real Media or Customer has reason to believe that the number of Clicks reported by a Search Distribution Partner is artificially inflated, 24/7 shall use commercially reasonable efforts to dispute such number of Clicks. However, in all instances, the final Click report from the server of the 24/7 Real Media Distribution Partner shall definitively determine the number of Clicks for which Customer shall make payment to 24/7 Real Media pursuant to Section 4.

"Consultation" means (i) a comprehensive technical site audit, resulting in preparation of a site-specific document including specific metadata and a prioritized implementation schedule; (ii) the provision of Search Engine style guide documents (including a guide each for Technical, Marketing, and Editorial personnel), which shall state in reasonable detail considerations for site design and copy writing; (iii) manual submission of Web site sections to search engines; (iv) upon inclusion of Decide DNA™ tracking tags, reports of organic traffic (including reporting by search term, referring portal, destination page, and/or ROI reports); and/or (v) any additional services specifically agreed by the Parties.

"Distribution Network" means all 24/7 Real Media Distribution Partners collectively.

"Distribution Partner" means any Web site (including, without limitation, any search engine) with respect to which 24/7 Real Media is permitted to submit URL Feeds, in extensible mark-up language ("XML") or otherwise, for inclusion into such Web site's index databases of Web pages.

"Implementation" means setup and campaign implementation using 24/7 Real Media Technology and the generation of up to 5 post-click tags.

"Media Management" means allocation, management and payment of 24/7 Real Media Distribution



Partners.

“Optimization” means campaign optimization and management of all paid search traffic, the appointment of a dedicated employee of 24/7 Real Media as Customer’s Client Service Manager; and managed use of 24/7 Real Media technology.

“Paid Inclusion Service” means the submission of Customer’s URL Feeds, directly into the search engine databases of 24/7 Real Media Distribution Partners pursuant to an Insertion Order and shall be limited to (i) the setup of required 24/7 Real Media Technology for Customer’s Online Presence; (ii) the implementation of URL Feeds campaigns; (iii) generation of tracking tags and the analysis, filtering, reporting, storage of data relating to, and tracking of Clicks; (iv) campaign optimization and management; (v) the provision of a dedicated 24/7 Real Media client service manager; and (vi) access and use of the Decide DNA™ pay-for-placement, return-on-investment optimization technology. Paid Inclusion is not an exact match service; search results displayed to an end-user of the 24/7 Real Media Distribution Network for any given search query will be determined by the search engine(s) algorithm employed by a particular search engine used by such end-user.

“Paid Placement Service” means: (i) the insertion of one or more of the Customer’s URL Feeds, relevant keywords and key phrases and/ or Customer’s marketing messages, directly into the search engine databases of the 24/7 Real Media Distribution Network; (ii) assistance in determining relevant keywords and phrases related to Customer’s Web site; (iv) providing a mechanism by which Customer’s URL Feeds are submitted in XML format to 24/7 Real Media Distribution Partners consistent with written Guidelines provided by 24/7 Real Media Distribution Partners; (iv) providing a mechanism by which Customer’s URL Feeds will appear in the search results listings displayed to end-users of the 24/7 Real Media Distribution Network when such users conduct a search query using such keywords or phrases; and (vii) analysis, filtering and storage of data relating to, and tracking of Clicks.

“Reporting” means the generation by 24/7 Real Media of a report showing with respect to each 24/7 Real Media Distribution Partner: (i) traffic trends; (ii) traffic detail; (iii) optimization data; and (iv) ROI data consisting of: (a) the utilization of the monthly budget for Fees; (b) average cost-per click (“CPC”) or fixed CPC; (c) total Clicks for month; (d) conversion rate; (e) number of sales from the 24/7 Real Media Distribution Network; (f) average sale per conversion; (g) revenue from the 24/7 Real Media Distribution Network; (h) based on the foregoing, Customer’s return on investment (“ROI”); and (v) individual keyword bids, in each case according to strategies set by Customer in terms of maximum bid price, preferred position and other objectives. Reporting includes an interface for registering identifications (and the provision of up to 3 passwords) for secure access by Customer.

“Service” or “Services” shall mean services consisting of one or more of the following, as indicated on the cover page of this Agreement: (i) Consultation; (ii) Implementation; (ii) Paid Inclusion Service; (iii) Paid Placement Service; (iv) Reporting; (v) Media Management; and/or (vi) Optimization.

“URL Feed” means, with respect to any Web page represented by a uniform resource locator (a “URL”), any and all content or other data produced by converting such Web page content into a data stream similar to that recognized and collected by search engine “spider” technology, which is then transmitted by 24/7 Real Media for insertion directly into the search engine databases of a 24/7 Real Media Distribution Partner.

2. Provision of Services. (a) Submission of URL Feed. With respect to each URL Feed, Customer will provide to 24/7 Real Media: (i) the name of the related advertiser or a statement that Customer is the advertiser; (ii) an Insertion Order signed by Customer or by each advertiser of Customer; and (iii) the URL Feed, provided that Customer will only submit URL Feeds with respect to advertisers with which Customer has a written agreement providing for the provision of online marketing services to such advertiser by Customer on an agency basis. If Customer submits more than one URL Feed, Customer shall submit to 24/7 Real Media the foregoing information with respect to each advertiser and each URL Feed. To the fullest extent possessed by Customer, Customer grants a non-exclusive, non-transferable, limited license to 24/7 Real Media to the URL Feeds, and any data contained therein, for the sole purpose of performing this Agreement.

(b) Submission of XML Feed. 24/7 Real Media will: (i) assist Customer in developing titles, descriptions and keywords and phrases (such keywords and phrases, the “Keywords”) relating to the content of Web pages included in Customer’s URL Feeds; (ii) author editorial copy or other material describing the related Web page content; and (iii) submit the foregoing material in XML format to the 24/7 Real Media Distribution Network using 24/7 Real Media Technology. 24/7 Real Media will use commercially



reasonable efforts to submit the Customer's URL Feeds in XML format to the 24/7 Real Media Distribution Network within twenty one (21) business days from the date the information is provided by Customer to 24/7 Real Media.

(c) Placement/Removal of URL Feeds. 24/7 Real Media will use commercially reasonable efforts to ensure that: (i) Customer's URL Feeds are included in the search results listings displayed to an end-user when such end-user conducts a search query relevant to Customer website content; and (ii) upon request by Customer, 24/7 Real Media will promptly submit for removal any requested URL Feed from the 24/7 Real Media database. 24/7 Real Media can not and does not guarantee the timely removal of any URL Feed from the index of a search engine in the 24/7 Real Media Distribution Network, and Customer shall pay 24/7 Real Media for all Clicks delivered to any URL Feed until such time as the URL feed is removed from the index of all search engines in the 24/7 Real Media Distribution Network.

(d) 24/7 Real Media Distribution Network Guidelines. Customer acknowledges and agrees that: (i) each Web site or search engine in the 24/7 Real Media Distribution Network may have different guidelines (the "Guidelines") addressing, among other things, relevancy and search engine algorithms and restrictions on automated tasks undertaken by third party service providers such as 24/7 Real Media; (ii) 24/7 Real Media must adhere to the Guidelines; (iii) 24/7 Real Media may refuse to submit any URL Feed to the 24/7 Real Media Distribution Network it believes that such URL Feed violates the Guidelines; and (iv) any 24/7 Real Media Distribution Partner may remove any URL Feed (in whole or in part) from its search engine database if such URL Feed violates any applicable Guidelines. With respect to each URL Feed, Customer shall submit to 24/7 Real Media a written confirmation signed by each advertiser, which may be part of an Insertion Order, confirming such advertiser's acknowledgement and compliance with the Guidelines.

3. Proprietary Rights Disclaimer; Restrictions. Customer acknowledges that 24/7 Real Media is the exclusive provider of the Services and the exclusive owner of all right, title and interest in and to the Services and the data derived therefrom, including without limitation, 24/7 Real Media Technology and any derivatives, improvements, enhancements or extensions of 24/7 Real Media Technology conceived, reduced to practice or otherwise developed by either Party, all of which are valuable assets of 24/7 Real Media. Except for the limited license specifically provided herein, this Agreement shall not transfer to Customer any right, title or interest in the Services or 24/7 Real Media Technology or in any copyright, patent or trademark or other intellectual property right, or other right, pertaining thereto. Customer shall take, at 24/7 Real Media's expense, such action (including, without limitation, execution of affidavits or other documents) as 24/7 Real Media may reasonably request to effect, perfect or confirm 24/7 Real Media's ownership interests and other rights as set forth in this Section. Customer shall not: (a) attempt to reverse engineer, hack into, or compromise any aspect of a Service, 24/7 Real Media Technology, or attempt to access data of any other customer of 24/7 Real Media; or (b) remove or alter any notices of intellectual property rights appearing in or on any materials delivered to Customer by 24/7 Real Media. In connection with the provision of Services, 24/7 Real Media may collect anonymous information about users of Customer's Web sites and may use data derived from Customer's use of Services: (i) to compile aggregate statistics, metrics and general trend data about the Service for marketing and promotional purposes; and (ii) to integrate operation and management of Services within the operation and management of services provided for all of customers of 24/7 Real Media. Customer acknowledges that it will have no access to data stored within the 24/7 Real Media Technology during or after the Term of this Agreement, and that, upon termination of this Agreement, any 24/7 Real Media Distribution Partner accounts associated with Customer shall be re-set such that all keyword bids shall be zero.

Payment of Fees. Customer shall pay 24/7 Real Media fees (the "Fees") at the rates as set forth herein. If Customer is buying search engine media directly from the search engine, then Customer, and not 24/7 Real Media, shall be responsible for buying and paying for such search engine media and 24/7 Real Media shall not have any liability to Customer or any search engine with respect thereto. Customer will pay for each Click to a Customer URL Feed resulting from a search query on the 24/7 Real Media Distribution Network. 24/7 Real Media shall invoice Customer after the last business day of each month. Customer shall pay all Fees due to 24/7 Real Media within thirty (30) days of the date of the invoice. Fees not paid when due shall bear interest at the rate of one percent (1.0%) per month (or the highest rate permitted by law, if less) which shall be immediately due and payable together with such Fees. In addition, Customer will pay all reasonable expenses (including attorneys' fees) incurred by 24/7 Real Media in collecting late Fees. Any claims for adjustment in billing must be presented in writing to 24/7 Real Media within ninety (90) days from the date of invoice with documentation sufficient in detail to support such claim. If no claim is made within such period, the invoiced amount shall be deemed to be final and conclusive. All Fees charged by 24/7 Real Media hereunder shall be exclusive of all taxes and similar levies now in force or enacted in the future imposed on the transaction and/or the delivery of



the Service, all of which Customer will be responsible for and will pay in full, except for taxes based on 24/7 Real Media's net income. Each Party shall be responsible for its own costs incurred with this Agreement. All amounts payable under this Agreement are denominated in United Kingdom currency and each Party will pay all amounts payable under this Agreement in lawful money of the United Kingdom.

Termination. This Agreement shall continue for the Term set forth on the Fee Schedule. Either Party may terminate this Agreement at any time upon thirty (30) days' written notice to the other Party. A Party shall have the right to terminate this Agreement immediately following written notice to the other Party in the event that: (a) the other Party materially breaches this Agreement and such breach remains uncured after thirty (30) business days' written notice to such Party describing the breach in reasonable detail and requiring its cure; (b) the other Party ceases to do business in the normal course; or (c) the other Party becomes or is adjudicated to be insolvent. Upon the expiration or termination of this Agreement all outstanding Fees shall become due and payable immediately and all rights and obligations of the Parties under this Agreement shall be extinguished, provided, however that: (a) all accrued payment obligations hereunder shall survive such termination or expiration; (b) Customer shall remove all tracking code from its Web sites; and (c) this paragraph and Sections 3, 4, 7, 8, 9, and 10 respectively, shall survive indefinitely or to the extent otherwise expressly stated therein, and each of the Parties to this Agreement shall perform and observe their respective obligations and discharge their respective liabilities under all such surviving provisions of this Agreement.

Representations and Warranties; Agency Appointment. Each Party represents and warrants to the other Party that: (a) such Party has the full corporate right, power and authority to enter into this Agreement, to grant the rights granted hereunder and to carry out the terms and conditions contained herein; (b) the execution of this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate or conflict with any agreement to which such Party is a party or by which it is otherwise bound; (c) when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (d) to the extent also applicable to the subject matter of this Agreement, it will conduct its business in accordance with all laws applicable to its business to the extent related to the subject matter hereof. In addition, Customer represents and warrants that: (a) it holds all rights necessary to permit the use of URL Feeds by 24/7 Real Media for the purpose of this Agreement; (b) the URL Feeds do not violate, and Customer will not use Services in any way that would have the effect of violating, any applicable laws or any rights of any other person or entity, including, without limitation, any intellectual property right; (c) it lawfully may disclose all Customer Data to 24/7 Real Media; and (d) any Customer Data provided to 24/7 Real Media will be accurate when provided. Customer hereby appoints 24/7 Real Media as its agent for all purposes necessary for the provision of Service to Customer, including, without limitation, for the purposes of entering into agreements on behalf of Customer with any 24/7 Real Media Distribution Partner.

7. **Indemnity.** Customer shall indemnify 24/7 Real Media and its advisors, affiliates, agents, employees, directors, officers and 24/7 Real Media Distribution Partners and hold each them harmless from and against all losses, damages, liability, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses"), incurred by any of them in connection with any third-party claim arising out of or in connection with: (a) the breach of any representation, warranty or agreement made by Customer herein; and (b) any content contained in any URL Feed or any content on any Web page accessible through any URL Feed.

Confidentiality. Each Party shall treat as confidential all Confidential Information received from the other Party, shall not use such Confidential Information, except as expressly permitted under this Agreement, and shall not disclose such Confidential Information to any third party without the other Party's prior written consent. Each Party shall take reasonable measures to prevent the disclosure and unauthorized use of Confidential Information of the other Party. For the avoidance of doubt, if the Parties have previously executed a mutual confidentiality or other similar agreement, any provision of such agreement that conflict with this Section shall be control and shall be incorporated herein and made a part of this Agreement as though fully set forth herein. The term "Confidential Information" shall mean any information disclosed by one Party to the other Party in connection with this Agreement which is disclosed in writing, orally or by inspection and is identified as "Confidential" or which a Party has reason to believe is treated as confidential by the other Party and shall include the terms of this Agreement, provided that Confidential Information shall not include information that: (a) was independently developed by the receiving Party without any use of the Confidential Information of the other Party and by employees or other agents of (or independent contractors hired by) the receiving Party who have not



been exposed to the Confidential Information; (b) becomes known to the receiving Party, without restriction, from a third party without breach of this Agreement and who had a right to disclose it; (c) was in the public domain at the time it was disclosed or becomes in the public domain through no act or omission of the receiving Party; (d) was rightfully known to the receiving Party, without restriction, at the time of disclosure; or (e) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving Party shall provide prompt notice thereof to the other Party and shall use commercially reasonable efforts to prevent public disclosure of such information. Each Party acknowledges that its breach of this Section may cause irreparable harm to the non-breaching Party, the extent of which would be difficult to ascertain. Accordingly, each Party agrees that, in addition to any other remedies to which the non-breaching Party may be legally entitled, such Party shall have the right to obtain immediate injunctive relief in the event of a breach of such sections by the breaching Party or any of its officers, employees, consultants or other agents.

Publicity. 24/7 Real Media shall have the right to refer to Customer as a Customer of 24/7 Real Media, either on an individual basis or as part of a list of some or all of 24/7 Real Media's customers. Customer agrees to allow 24/7 Real Media to use Customer's name and logo on the 24/7 Real Media Web Site(s), solely in connection with the foregoing, and to permit 24/7 Real Media to use Customer's name in marketing material and press releases. 24/7 Real Media shall not be required to secure Customer's permission to use Customer's name and logo in any press release that merely states that Customer is a customer of 24/7 Real Media. 24/7 Real Media will seek Customer's prior approval for all other written public material made available by 24/7 Real Media that uses Customer's name and logo.

Limitation on Liability; Disclaimer. In no event will a Party be liable to the other Party for any consequential, incidental, special, exemplary or indirect damages of any kind or nature (including, without limitation, damages related to loss of data, income, profits, revenue, savings or anticipated savings or wasted expenditure), under any theory of law or equity, arising out of or related to this Agreement whether or not such Party has been advised of the possibility of such damages or such damages were foreseeable. Except pursuant to any indemnification obligations expressly set forth herein, in no event will 24/7 Real Media's aggregate or cumulative liability arising out of or related to this Agreement exceed the Fees actually paid to 24/7 Real Media pursuant to this Agreement for the twelve (12) months preceding the date of notice from Customer to 24/7 Real Media alleging such liability. Notwithstanding any other provision, each Party will mitigate damages that would otherwise be recoverable from the other Party pursuant to this Agreement by taking all reasonable actions to reduce the amount of such damages. Except as expressly set forth in herein, 24/7 Real Media makes no express or implied warranties of any kind with respect to the Services or 24/7 Real Media Technology, including without limitation, any warranty of merchantability or warranty that any Service or 24/7 Real Media Technology: (a) is or will be fit for a particular purpose; (b) will continue to operate or be offered in current form; (c) will be accessible or operational without interruption; (d) will meet the requirements or expectations of Customer; (e) will be free from errors, defects or design flaws; or that (f) any Clicks or click-throughs will be delivered; (g) the Guidelines will not change; or (h) any URL Feed can be purged from the 24/7 Real Media Distribution Network.

Force Majeure. Notwithstanding anything to the contrary in this Agreement (including its Appendices), neither Party shall be deemed to be in default of or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of service, resulting directly or indirectly from acts of God, natural disasters, acts of war, insurrection or terrorism, strikes or lockouts, unauthorized network or computer intrusion, or Internet- or computer-related viruses, hacker attacks or other agents introduced by a third party, failure of the Internet. In addition, 24/7 Real Media shall not be deemed to be in default of or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of service, resulting directly or indirectly from: (a) any technical requirement for which Customer is responsible; (b) any intentional acts or omission of Customer; or (c) any failure of any third-party service necessary for 24/7 Real Media to provide Service hereunder.

12. General. This Agreement shall be governed by and construed in accordance with the substantive laws of the United Kingdom without regard to conflict of laws principles. In the event that any provision of this Agreement shall be held to be unenforceable pursuant to a final adjudication by a court of competent jurisdiction such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and the other provisions shall be unaffected. Waiver by either Party of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition or of any later breach of this Agreement. Customer shall not transfer or assign this Agreement without the prior written consent 24/7 Real Media. Nothing in this Agreement creates or shall be deemed to have created a partnership, joint venture, an employment



contract or an agency agreement between 24/7 Real Media and Customer or any third-party beneficiary relationship. Any written notice or other written communication to a Party under this Agreement shall be either delivered personally, sent by fax, or sent by express carrier for next business day delivery or by certified mail, freight or postage prepaid, and shall be deemed given when personally delivered or sent by fax, two (2) business days after deposit with an express carrier, or five (5) business days thereafter. Notices shall be sent to a Party at its address set forth above or another address as such Party may specify in writing.

This Agreement represents the entire understanding between the Parties, and supersedes all previous and contemporaneous verbal or written negotiations or agreements, if any, on the subject matter hereof. There are no representations, promises or covenants other than set forth herein. No modification of this Agreement shall be effective unless set forth in writing and signed by a duly authorized representative of each Party hereto. This Agreement shall not be valid until accepted and executed on behalf of each Party by its duly authorized representative. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.