

VERTUAL MEDIA NETWORK SUBSCRIBER AGREEMENT

PLEASE READ THIS SUBSCRIBER AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING THE SERVICES OFFERED BY VERTual Media, LLC. ("COMPANY"). BY SIGNING THIS DOCUMENT, YOU AGREE TO BECOME BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. COMPANY'S ACCEPTANCE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, TO THE EXCLUSION OF ALL OTHER TERMS; IF THESE TERMS AND CONDITIONS ARE CONSIDERED AN OFFER BY COMPANY, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

The Web pages available at www.vertualmedia.com, and all linked pages unless indicated otherwise ("Site"), are owned and operated by Company, and are accessed by you ("Subscriber") under the following terms and conditions:

1. ACCESS TO THE SERVICES. Subject to the terms and conditions of this Agreement, Company may offer to provide certain services that relate to facilitating the purchase and sale of Internet advertisements by bringing together Internet advertisers and publishers, as described more fully on the Site, and which are selected by Subscriber through the process provided on the Site ("Services"). Company and Subscriber may change, suspend or discontinue the Services (or Subscriber's access thereto) within 48 hour (forty-eight) written notice, including the availability of any feature, advertisement, publisher or content. Company reserves the right, at its discretion, to refuse to allow access to the Services to any applicant at any time. Use of the Services by Subscriber following such notification constitutes Subscriber's acceptance of the modified terms and conditions.

Subscriber certifies to Company that if Subscriber is an individual (i.e., not a corporation) Subscriber is at least 18 years of age. Subscriber also certifies that it is legally permitted to use the Services and access the Site, and takes full responsibility for the selection and use of the Services. This Agreement is void where prohibited by law, and the right to access the Site is revoked in such jurisdictions.

2. IMPLEMENTATION. Subscriber agrees to comply with the technical specifications provided by Company to enable proper display of the advertisements in connection with the Services, including without limitation by not modifying the JavaScript or other programming provided to Subscriber by the Company in any way.

3. COMMUNICATIONS SOLELY WITH COMPANY. Subscriber agrees to direct to Company and not to any advertiser or publisher, as the case may be, all communications regarding any matter arising out of Subscribers use of the Services.

4. CONTENT. The Site and its contents are protected by U.S. and international copyright laws and are intended solely for the use of Company subscribers and may only be used in accordance with the terms of this Agreement in connection with authorized use of the Services. All materials displayed or performed on or accessible through the Site or Services (including, but not limited to text, graphics, articles, photographs, images, illustrations, audio clips and video clips, also known as the "Content") are protected by copyright. The term "Content" as used herein specifically includes any advertising or other content made available or submitted by any advertiser and any website or other content published by

or associated with any publisher. Subscriber shall abide by all copyright notices, information, and restrictions contained in any Content accessed in connection with the Services. Subscriber acknowledges and agrees that if Subscriber uses any of the Services to contribute or make available Content, Company is hereby granted a non-exclusive, worldwide, royalty-free, non-transferable right to use such Content and to allow duly authorized third parties to do so solely as necessary to provide the Services contemplated hereunder and in connection with the Site.

5. RESTRICTIONS. Subscriber (whether a publisher, advertiser or otherwise) warrants, represents and agrees that it will not contribute, submit or make available through the Services, or use the Services in connection with, any Content that is infringing, libelous, defamatory, obscene, abusive, offensive or otherwise violates any law or right of any third party. If Subscriber is a publisher, Subscriber shall not, and shall not authorize or encourage any third party to (i) generate fraudulent impressions of or fraudulent clicks on any advertisement, including but not limited to through repeated manual clicks, the use of robots or other automated query tools and/or computer generated search requests, and/or the fraudulent use of other search engine optimization services and/or software; (ii) edit, modify, filter or change the order of the information contained in any advertisement, or remove, obscure or minimize any advertisement in any way; (iii) redirect an end user away from any Web page accessed by an end user after clicking on any part of an advertisement ("Advertiser Page"), provide a version of the Advertiser Page different from the page an end user would access by going directly to the Advertiser Page or intersperse any content between the advertisement and the Advertiser Page; or (iv) display any advertisements on any error page, registration or "thank you" page (e.g. a page that thanks a user after he/she has registered with the applicable website).

Company reserves the right to request the removal any Content from the Site at any time, or to terminate Subscriber's right to use the Services or access the Site, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Company is concerned that Subscriber may have breached the terms of this paragraph), or for no reason at all, subject to the provisions of paragraph 14 (Termination).

Subscriber is responsible for all of its activity in connection with the Services. Any fraudulent, abusive, or otherwise illegal activity is grounds for termination of Subscriber's right to use the Services or to access the Site. Use of the Site or Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including materials that are deemed threatening or obscene, or engage in any kind of illegal activity is expressly prohibited.

Subscriber will not run Mail list, Listserv, any form of auto-responder, or "spam" on the Site, or any processes that run or are activated while the Subscriber is not logged in.

6. DISCLAIMERS.

* Subscriber acknowledges and agrees that Company has no special relationship with or fiduciary duty to Subscriber and that Company has no control over, and no duty to take any action regarding: which users gains access to the Site or Services; what Content Subscriber accesses or receives via the Site or Services; what Content other subscribers may make available, publish or promote in connection with the Services; what effects any Content may have on Subscriber or its users or customers; how

Subscriber or its users or customers may interpret, view or use the Content; what actions Subscriber or its users or customers may take as a result of having been exposed to the Content, or whether Content is being displayed properly in connection with the Services.

* Further, (i) if Subscriber is a publisher, Subscriber specifically acknowledges and agrees that Company has no control over (and is merely a passive conduit with respect to) any Content that may be submitted or published by any advertiser, and that Subscriber is solely responsible (and assumes all liability and risk) for determining whether or not such Content is appropriate or acceptable to Subscriber, and (ii) if Subscriber is an advertiser, Subscriber specifically acknowledges and agrees that Company has no control over any Content that may be available or published on any publisher website (or otherwise), and that Subscriber is solely responsible (and assumes all liability and risk) for determining whether or not such Content is appropriate or acceptable to Subscriber.

* Subscriber releases Company from all liability in any way relating to Subscriber's acquisition (or failure to acquire), provision, use or other activity with respect to Content in connection with the Site or Services. The Site may contain, or direct Subscriber to sites containing, information that some people may find offensive or inappropriate. Company makes no representations concerning any content contained in or accessed through the Site or Services, and Company will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Site or Services. Company makes no guarantee regarding the level of impressions of or clicks on any advertisement, the timing of delivery of such impressions and/or clicks, or the amount of any payment to be made to Subscriber in connection with the Services.

* THE SERVICES, CONTENT AND SITE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THE RESULTS OF USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE RESULTS OF ANY ADVERTISING CAMPAIGN, AND SUBSCRIBER ASSUMES ALL RISK AND RESPONSIBILITY WITH RESPECT THERETO. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO SUBSCRIBER.

* ELECTRONIC COMMUNICATIONS PRIVACY ACT NOTICE (18USC 2701-2711): COMPANY MAKES NO GUARANTY OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON OR THROUGH THE SITE, SERVICES OR ANY WEBSITE LINKED TO THE SITE. Company will not be liable for the privacy of e-mail addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other Content stored on Company's equipment, transmitted over networks accessed by the Site, or otherwise connected with Subscriber's use of the Services.

7. COPYRIGHT DISPUTE AND PRIVACY POLICIES. Please review Company's Copyright Dispute Policy <http://www.vertualmedia.com/copyrightdispute.html> if Subscriber believes that material or content residing on or accessible through the Site or Services infringes a copyright. Please also review Company's Privacy Policy <http://www.vertualmedia.com/privacy.html> for information regarding Company's policies and practices regarding the use of Subscriber personal information.

8. REGISTRATION AND SECURITY. As a condition to using Services, Subscriber may be required to register with Company and select a password and Subscriber name ("Company User ID"). Subscriber shall provide Company with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of Subscriber's account. Subscriber may not (i) select or use as a Company User ID a name of another person with the intent to impersonate that person; (ii) use as a Company User ID a name subject to any rights of a person other than Subscriber without appropriate authorization; (iii) register for the Services using more than one Company User ID. Company reserves the right to refuse registration of, or cancel a Company

User ID in its discretion. Subscriber shall be responsible for maintaining the confidentiality of Subscriber's Company password.

9. INDEMNITY. Each party (in such capacity, the "Indemnitor") hereby agrees to defend, indemnify, and hold harmless the other party and its parents, subsidiaries, affiliates, officers and employees (each an "Indemnitee"), from and against any and all liabilities, losses, damages, costs and expenses, including costs and attorneys' fees, associated with or incurred as a result of any claim, action, proceeding or demand made or brought by any third party relating to or arising out of (i) the acts or failure to act of the Indemnitor, or any of the Indemnitor's affiliated companies, agents, directors or employees, (ii) the Indemnitor's performance of its obligations under this Agreement, (iii) the breach of this Agreement by Indemnitor, or (iv) the actual or alleged infringement by Indemnitor of any intellectual property or other right of any person or entity; provided the Indemnitee shall (a) promptly notify the Indemnitor in writing of any such claim, action or proceeding, (b) promptly give the Indemnitor the opportunity to assume sole control of the defense or settlement of such claim, action or proceeding (including without limitation the right to select counsel therefore) and (c) give the Indemnitor all necessary information and assistance (at the Indemnitor's sole expense as the Indemnitor reasonably may request) in connection with the defense and settlement of such claim, action or proceeding. Failure by the Indemnitee to strictly fulfill the obligations set forth in clauses (a), (b) or (c) of the immediately preceding sentence shall not relieve the Indemnitor of its obligations hereunder except to the extent (and only to the extent) that the Indemnitor is prejudiced by such failure. An Indemnitee shall have the right retain counsel of its choosing, at its sole expense, and participate in the defense or settlement of any matter for which indemnification is sought. Neither the Indemnitor nor the Indemnitee shall settle any matter with respect to which indemnification is sought without obtaining the prior written consent of the other party; provided, however, that consent of the Indemnitee shall not be required if the settlement will not impose any liability on the Indemnitee that is not fully discharged by the Indemnitor as part of the settlement or any restriction on the Indemnitee.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON, CORPORATION OR OTHER ENTITY (I) FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE FEES PAID TO PAYABLE BY SUBSCRIBER HEREUNDER; OR (II) FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR UNDER ANY OTHER LEGAL THEORY, ARISING UNDER OR IN ANY WAY RELATING TO THIS AGREEMENT, WHETHER SUCH DAMAGE IS FORESEEABLE OR NOT AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO SUBSCRIBER.

11. PAYMENT. Subscriber's payable revenue shall be determined on the last day of each month, on which day those revenues accrued to Subscriber's account will be paid within thirty (30) days thereof. In addition, Subscriber agrees that any payments that may become due to Subscriber are specifically

conditioned upon Company's receipt or confirmation of payment from the applicable advertiser for impressions reported by advertiser, and Company shall have no liability or responsibility to Subscriber (and Subscriber hereby releases Company) with respect thereto.

If Subscriber disputes any payment made in connection with the Services, Subscriber must notify Company in writing within ninety sixty 60 days of any such payment. Payment shall be calculated solely based on records maintained by Company. No other measurements or statistics of any kind shall be accepted by Company or have any effect under this Agreement. Company shall not be liable for any payment based on (i) any fraudulent impressions generated by any person, robot, automated program or similar device or for fraudulent impressions similarly generated on any advertisements, as reasonably determined by Company; (ii) advertisements delivered to end users whose browsers have JavaScript disabled; or (iii) impressions commingled with a significant number of fraudulent impressions or fraudulent clicks described in (i) above, or as a result of another breach of this Agreement by Subscriber for any applicable pay period.

If Subscriber is past due on any payment to Company in connection with the Services, Company reserves the right to withhold payment until all outstanding payments have been made.

To ensure proper payment, Subscriber is solely responsible for providing and maintaining accurate contact and payment information associated with Subscriber's account and Company User ID. For U.S. taxpayers, this information includes without limitation a valid U.S. tax identification number and a fully-completed Form W-9. For non-U.S. taxpayers, this information includes without limitation either a signed certification that the taxpayer does not have U.S. activities or a fully-completed Form W-8 or other form, which may require a valid U.S. tax identification number, as required by the U.S. tax authorities. Any bank fees related to returned or cancelled checks due to a contact or payment information error or omission may be deducted from the newly issued payment. Subscriber agrees to pay all applicable taxes or charges imposed by any government entity in connection with Subscriber's use of the Services.

12. CONFIDENTIALITY. Each party agrees not to disclose the other party's Confidential Information without the disclosing party's prior written consent. "Confidential Information" includes without limitation: (i) all software, technology, programming, technical specifications, materials, guidelines and documentation of the disclosing party that the receiving party learns or obtains that relate to the Services or the Site; (ii) click-through rates or other statistics relating to Site performance in the Services provided to the receiving party by the disclosing party; and (iii) any other information designated in writing by the disclosing party as "confidential" or any designation to the same effect. "Confidential Information" does not include information that has become publicly known through no breach by the receiving party or the disclosing party, or information that has been (a) independently developed without access to the disclosing party's Confidential Information as evidenced in writing; (b) rightfully received by the receiving party from a third party; or (c) required to be disclosed by law or by a governmental authority.

13. INFORMATION RIGHTS. Only with Subscriber's express written approval, Company may transfer and disclose to third parties personally identifiable information about Subscriber for the purpose of approving and enabling Subscriber's participation in the Services, including to third parties that reside in jurisdictions with less restrictive data laws than Subscriber's own jurisdiction. Company disclaims all responsibility, and will not be liable to Subscriber, however, for any disclosure of that information by any such third party. Company may share aggregate (i.e., not personally identifiable) information about Subscriber with advertisers, publishers, business partners, sponsors, and other third parties; provided such information does not include any Subscriber Confidential Information. With only Subscriber's express written approval, Company may access, index, and cache Subscriber's website, or any portion thereof, including by automated means including Web spiders or crawlers.

14. TERMINATION. Either party may terminate the Services at any time by notifying the other party within 48 hour (forty-eight) written notice. Company may also terminate or suspend any and all Services and access to the Site immediately, without prior notice or liability, if Subscriber breaches any of the terms or conditions of this Agreement. Any fees paid hereunder are non-refundable and non-cancelable. Upon termination of the Subscriber's account, Subscriber's right to use the Services will immediately cease and Subscriber will remove all Company HTML code from Subscriber's websites. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, the provisions of Sections 9, 10, 12, 13 and 16..

15. REPRESENTATIONS AND WARRANTIES. Subscriber represents and warrants that Subscriber is the owner of each website Subscriber designates in connection with the use of Services or that Subscriber is legally authorized to act on behalf of the owner of such website for the purposes of this Agreement. Each party represents and warrants to the other that (i) it has all necessary right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; and (ii) its performance of this Agreement (and any related websites and any material displayed therein): (a) comply with all applicable laws, statutes, ordinances and regulations; (b) do not breach and have not breached any duty toward or rights of any person or entity including, without limitation, rights of intellectual property, publicity or privacy, or rights or duties under consumer protection, product liability, tort, or contract theories; and (c) are not hate-related in content.

16. MISCELLANEOUS. This Agreement may not be amended, modified or supplemented except by an instrument in writing signed by both parties. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. No waiver shall be effective unless made in a writing signed by the party against whom enforcement of such waiver is sought. Neither party hereto shall be responsible for a failure to perform its obligations hereunder to the extent, but only to the extent, that such failure is directly caused by a force majeure event, including delay or failure in performance resulting from acts of God, acts of nature, unavailability of supplies or sources of energy, riots, wars, any governmental act or order of a court, or similar acts, but such failure to perform shall as far as possible be remedied with all reasonable dispatch. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by either party except

(i) with the other party's prior written consent, (ii) to any affiliate of such party, or (iii) to any entity, firm, corporation or person that acquires all or substantially all of the assets of such party related to the performance of such party's obligations hereunder (provided that such assignee is not a direct competitor of the non-assigning party). Any attempted assignment in violation of this provision will be null and void and constitute a material breach of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect whatsoever. This Agreement may be executed in one or more counterparts, both of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. Signatures received via facsimile shall be deemed originals for all purposes.

Any notice, approval or disapproval, consent, request, demand or other communications under this Agreement ("Notice"), including any change to this Section, shall be in writing and shall be given (i) by hand delivery, (ii) by nationally recognized courier service or (iii) by prepaid certified mail, to the addresses and individuals set forth above and addressed to the attention of General Counsel, or to such other address as such party may have notified the other party in accordance with this section. Each Notice shall be effective (a) if delivered by hand or by nationally recognized courier service, when delivered at the address specified in this Section and (b) if given by certified mail, three (3) business days after the posting (postage prepaid) thereof.