

TRUEPRESENCE, LLC Terms and Conditions for Services

This Agreement is a legally enforceable agreement between _____ (“you” or “Client”) and **TruePresence, LLC**, a Maryland limited liability company with its principal place of business located at 250 West Pratt Street, Suite 880, Baltimore, MD 21201 (the “Company”). This Agreement applies to all Web Development Services, Hosting Services, Email Services, Search Services, Domain Name Services, E-Commerce Services, and other products and services (collectively, the “Services”) (including without limitation the Hardware and Software as defined in this Agreement), provided to you directly or indirectly by the Company and/or its affiliates, licensors, vendors, suppliers, or franchisees (collectively, “Affiliates”).

NOW, THEREFORE, for good and adequate consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **SERVICES.** The Services as specified in the attached proposal (“Client Proposal”) are being provided to you by the Company and its Affiliates on a nonexclusive basis for your personal or internal business use only. Any other use of the Services is strictly prohibited. The Company reserves the right to amend its Service offerings and to add, delete, suspend or modify the terms and conditions of the Services, at any time and from time to time without notice or liability to you.

2. **HARDWARE AND SOFTWARE.**

A. **Hardware and Software.** In connection with the Services, the Company may provide to you the right to access and use one or more dedicated computer servers (“Servers”) and related hardware (collectively “Hardware”) owned or leased by the Company and located at one or more facilities of the Company or its Affiliates. The Company may also provide to you the right to access and use certain software, scripts, routines, subroutines, databases, programs, modules, dynamic HTML and other code (the “Software”), including without limitation certain proprietary Software of the Company (the “Company Software”) and/or third party Software (“Third Party Software”). Your right to use the Hardware and Software is expressly conditioned on your continued purchase of the Services and compliance with the terms of this Agreement, any applicable Acceptable Use Policies, and any applicable third-party licenses.

B. **License to Use Software.** Subject to the terms of this Agreement and any third party licenses, the Company hereby grants you the nonexclusive, worldwide, right and license to use, display and perform the Software, in object code format only, solely for your internal business purposes during the term of this Agreement. With respect to any Third Party Software to be licensed hereunder, you will comply, and will cause all third parties gaining access to the Hardware, Software or Services through you to comply, with the terms and conditions of all applicable third-party license agreements. If the Company, in its sole discretion, installs or otherwise provides updates, enhancements, upgrades or new releases of the Company Software or Third Party Software, those modifications will also be deemed Software licensed to you hereunder and will be subject to all terms and conditions hereof.

C. **Restrictions on CPU Processing.** You agree that transfer rate, sometimes also referred to as bandwidth, and disk space usage will not exceed the number of megabytes per month for the Services ordered and paid for by you and as specified in the Client Proposal. The transfer rate and disk space usage will be monitored and measured by the Company. Any excessive usage may result in the assessment of additional charges, disconnection or discontinuance of any or all Services, or termination of this Agreement. No such corrective action will entitle you to a refund of amounts previously paid or will relieve you of your obligations to pay for the balance of the then-current term of this Agreement. Notwithstanding the foregoing, the Company reserves the right to take all actions it deems necessary or appropriate (including without limitation disconnection or discontinuation of the Services) in the event of a sudden and unexpected increase in your usage which the Company reasonably determines poses or may pose a threat to the Servers, Hardware and/or Services provided by the Company to you or third parties.

D. **Changes to Hardware and Software.** The Company reserves the right to substitute, change, upgrade, or modify the Hardware or Software at any time. The Company will not be responsible for any changes in such

Hardware or Software that cause any of your hardware or software to become obsolete, require modification or alteration, or otherwise affect your access to or use of the Hardware, Software or Services.

E. **Acceptable Use Policies.** You will comply, and cause all third parties gaining access to the Hardware, Software or Services through you to comply, with the Company’s then-current acceptable use and other policies (collectively, “Acceptable Use Policies”), as they may be amended by the Company from time to time, and which are available at <http://www.truepresence.com/pages/acceptable-use-policy.php>. The terms of the Acceptable Use Policies are made part of this Agreement, and in the event of any conflict between such Acceptable Use Policies and any terms and conditions of this Agreement, this Agreement will govern. The Company reserves the right to lock out, suspend or shut down any Client account that violates any Acceptable Use Policy. No such corrective action will entitle you to a refund of amounts previously paid or will relieve you of your obligations to pay for the balance of then-current term of this Agreement.

3. **CONTENT.**

A. **Content.** “Content” means any materials, data and other content thereon or otherwise generated that is used, displayed, or transmitted using or through the Hardware, Services or Software, including but not limited to text (including static HTML code or otherwise coded text), graphics, photographs, audio, and video.

B. **Client Content.** You are solely responsible for the Content generated by you or your third-party licensors and third-party content providers (collectively, the “Client Content”), and except as otherwise agreed with the Company as part of the Services, for the backup and restoration of such Client Content. You represent and warrant to the Company that i) at all times you shall own or have the right to use and offer Client Content, ii) the Client Content will at all times comply with the Acceptable Use Policies, and (iii) that the Client Content does not, and the Company’s or any Affiliates’ access to such Client Content as provided herein will not, infringe or otherwise violate any patent, copyright, trademark, trade secret, confidentiality, privacy or other proprietary right of any third party. You shall have sole responsibility for obtaining necessary licenses and copyright clearances for any Client Content created by third parties. Except for Clients who have purchased E-Commerce Services, to the extent that you are offering and/or selling products or services (“Client Products”) by or through the Services, you will be solely responsible for the calculation and application of shipping and sales tax to such Client Products. You will also be solely responsible for accepting, processing, and billing any customer orders, and for handling any customer inquiries or complaints arising there from.

C. **Ownership of Client Content.** Except as otherwise provided in this Agreement, all right, title and interest in and to the Client Content will remain vested in you and your third-party licensors or content providers. Notwithstanding the foregoing, the Company and its Affiliates will be entitled to use, access, view, monitor and otherwise deal with the Client Content as necessary or appropriate for such parties to perform the Company’s obligations hereunder, enforce the terms of this Agreement or the Acceptable Use Policies, or to cooperate with any investigation, inquiry or other activity by any governmental or quasi-governmental agency. You expressly (i) grant to the Company, its Affiliates and to such parties’ contractors and designees, a license to cache and to backup all Client Content hosted or stored by the Company or its Affiliates under this Agreement, and (ii) agree that such caching or backup is not an infringement of any of your intellectual property rights or any third party’s intellectual property rights.

D. **Company Content.** Except as expressly provided in a Client Proposal or Change Order, the Company shall retain all copyrights and other intellectual property rights in any and all Content developed or supplied by the Company or any Affiliate (other than Client Content incorporated therein) and made available for use by Client hereunder (the “Company Content”). The Company acknowledges and agrees that the Company is solely responsible for all Company Content. Upon payment of all fees charged for the development or use of Company Content, the Company hereby provides Client with a nonexclusive, worldwide, right and license to use, display and perform the Company Content, in object code format only,

solely for your internal business purposes during the term of this Agreement.

E. Software. Client's rights with respect to any Third-Party Software provided as part of Company Content shall be subject to all terms and conditions of the applicable license agreement, and nothing herein shall give Client any additional license or rights thereto.

F. Change Orders. Any changes to the Client Content, Company Content or Services shall be handled in accordance with the detailed change management process set out in the Client Proposal.

4. ADDITIONAL TERMS FOR WEB DEVELOPMENT SERVICES

To the extent the Services provided to Client include website design, development or programming services ("Web Development Services"), the provisions of this Section 4 shall apply.

A. Cooperation. The Client agrees to furnish the Company with all Client Content and other relevant information concerning the Client's business and the substance that is to become part of Client's web site, and further agrees that it will provide the Company with reasonable and timely access to the Client's officers, employees, agents and representatives, including any third-party entities or persons engaged by the Client to design, maintain and/or host any other (past or present) Client web site, in each case, for the purpose of collecting relevant information for performance of the Web Development Services.

B. Approvals and Launch Date. Client shall review and approve any deliverables submitted to Client by the Company or any Affiliate in a timely manner. The Company shall not be liable for any error, default or delay in performance of the Web Development Services to the extent the same is attributable to the failure of Client to comply in any material respect with its obligations under this Agreement. The Company makes no guarantees with respect to completion or launch dates for any Web Development Services.

5. ADDITIONAL TERMS FOR HOSTING SERVICES

To the extent the Services provided to Client include website hosting, or related services ("Hosting Services"), the provisions of this Section 5 shall apply.

A. Server Access. During the term of this Agreement, the Company may provide you with certain access rights necessary for the updating of Client Content hosted on the Server(s). You will be responsible at your own expense to obtain and maintain all computer hardware, software, and communications facilities, other than the Hardware and Software, necessary to enable you to communicate with the Server(s). You do not acquire any ownership interest in or right to possess the Hardware we provide for your use, and you have no right of physical access to the Hardware.

B. Unauthorized Use or Access. You are responsible for access to and use of any Content, Hardware, Software or Services by any employee of yours, any person to whom you have given such access, and any person who gains access to or use of any Content, Hardware, Software or Services as a result of your failure to use reasonable security precautions (including installing security patches or updates), even if such access or use was not authorized by you or exceeded your authorization.

C. Client Changes to Hardware and Software. You are responsible for any changes made by you to the Hardware or Software, including without limitation, installation, configuration, modification, or deletion of any Hardware or Software, and any failure to properly configure, or install any patch, update or upgrade (or permit the Company to install such patch, update or upgrade), to any Third-Party Software. You will not install or attempt to install, or permit others to install or attempt to install, any operating, hosting automation or Internet connectivity software, or interfaces, enhancements or upgrades thereto or to the Software, on the Server(s) without the Company's prior written consent. Any and all costs for work required to remedy corruption to data, outages or damage to Content, Hardware, Software or Services, or other harm resulting from your actions or inactions pursuant to this Section will be your sole responsibility, and you will indemnify the Company and its Affiliates in full for same. Without limiting the generality of the foregoing, you agree that any such action or inaction that results in or contributes in any way to any corruption to data, outage or damage to any Content, Hardware, Software or Services will result in liability to you for technical support costs until the issue caused by the activity is resolved to the Company's sole satisfaction.

Under no circumstances will the Company be required to provide any support with respect to any installation, configuration, modification, or deletion of any Content, Hardware or Software by you with or without the Company's consent. Failure to permit upgrades to the Third Party Software or alterations made by you to certain Third Party Software, system libraries, or MySQL upgrades may adversely affect Server performance.

D. No Uptime Guarantees. Neither the Company nor its Affiliates makes any representations or warranties with respect to service levels, availability or uptime of the Hosting Services.

E. IP Address Ownership. The Company or its Affiliates will maintain and control ownership of all IP numbers and addresses that may be assigned to you by such parties, and the Company reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses. The Company will provide reasonable cooperation at your request (subject to prior payment of all amounts due and payable hereunder), in the reassignment at your expense of such any domains and URLs to such other IP numbers and addresses as you or your authorized registrar or Internet service provider may designate.

F. WHOIS Information. The Company and its Affiliates may be required by the American Registry for Internet Numbers (ARIN) to document on a WHOIS server which entity is using the IP space. If you are assigned a static IP address, you consent to inclusion of your name, company name (if a business), postal address, e-mail address, IP address, and telephone number, and if requested, contact information for administrative, technical, or billing contacts for you, in the WHOIS server. The Company will promptly remove such information from the WHOIS server upon expiration or termination of your IP address assignment.

6. ADDITIONAL TERMS FOR EMAIL MARKETING SERVICES

To the extent the Services provided to Client include online email marketing, email Content management and related services ("Email Services"), the provisions of this Section 6 shall apply.

A. Opt In/Out. Client certifies that each person as to whom email addresses are provided to the Company or its Affiliates by Client or any of its affiliates (i) has directly consented to receive email from Client or such affiliate ("Opt In"), (ii) has not or will not have notified Client or any of its affiliates of his, her or its desire not to receive email with respect to Client or its products or services or any of Client's affiliates or their products or services ("Opt Out"), (iii) has been or will be given notice of Client's (or any of its affiliates) information practices (which practices shall not constitute an unfair or deceptive trade practice or be contrary to any privacy laws or requirements), (iv) has been or will be given a choice with respect to the use by Client or any of its affiliates of such information, and (v) has been or will be given access to information collected about such person. The use of Opt Out lists with the Email Services is strictly prohibited. Upon notification from any person to Opt Out, Client will promptly unsubscribe such recipient.

B. Opt In Information. For any Opt In list of email addresses used with the Email Services, Client agrees to provide the Company and its Affiliates with the source of the email addresses, the method used for recipient signup, and details surrounding the process used, and any other information necessary to verify Opt In status, including, but not limited to, date and time of sign up, IP address of signup, website signed up from, and any other information requested from the recipient at the time of sign up. Client warrants that it will not use rented or purchased lists, email append lists, or any other list that contains email addresses captured in any other method than Opt In.

C. Compliance with Law. The Company and its Affiliates may, at their sole discretion, refuse to distribute any email to any email address that the Company or any Affiliate(s) has reason to believe did not Opt In to receive email from Client or its affiliates, or that the Company or any Affiliate(s) has reason to believe is otherwise unlawful. Client acknowledges and agrees that the Company and its Affiliates have a right, but not an obligation, to review email Content, email addresses or related information provided by Client to ensure that they comply with applicable federal and state laws, and Client accepts full responsibility for compliance with such laws. All email addresses shall be supplied solely by Client. Neither the Company nor its Affiliates have any obligation to supply or otherwise verify the legal compliance of any email list.

D. Transmission by Client. Client is solely responsible for the creation, initiation and transmission of its emails, including, but not limited to, the

Content of such emails, the recipients of such emails, and the timing of such emails even if the Company or its Affiliates transmit such emails on behalf of Client.

7. ADDITIONAL TERMS FOR SEARCH SERVICES

To the extent the Services provided to Client include online advertising management, keyword campaign, pay per click, manual paid search, advertising tracking and related services ("Search Services"), the provisions of this Section 7 shall apply.

A. Definitions:

Advertising: "Advertising" means the placing of Ads with Publishers using the Search Services.

Campaign: "Campaign" shall refer to the unit of Advertising for which Client has contracted with the Company to place on the Client's behalf. A Campaign shall have a budget, an actual start and end date, and shall consist of one or more Ads placed at one or more Publishers, each of which shall link through to a Destination Page.

Order Date: "Order Date" shall refer to the date at which the request for Advertising is submitted to the Company by Client through the Platform, whether or not that Advertising order is accompanied by actual payment.

Campaign Budget: "Campaign Budget" shall refer to the maximum allowable amount, as set forth in a Client Proposal, that Client has given permission to the Company to spend on Client's behalf for Advertising for a specific Campaign (not including any Campaign Management Fees, which shall be paid by Client in addition to the Campaign Budget). Client agrees to pay in full for the Campaign Budget as provided below.

Publishers: "Publishers" shall refer to one or more online or offline businesses that accept Advertising orders from the Company on behalf of the Client. All Publishers shall be deemed Affiliates for purposes of this Agreement. Client agrees that the selection of Publishers is entirely at the Company's discretion and may change at any time, even while the Campaign is active. Client also agrees that the Company may allocate some or all of Client's Campaign Budget on the Company's web site.

Ads: "Ads" shall refer to one or more advertisements submitted by the Client using the Search Services, as such Ad may be modified as provided herein. Client agrees that the Company may, at any time and for any reason, modify the Ads provided by Client to the Company in order to comply with Publisher specifications or for any other reason. Client also agrees that Client's modifications to Ads and/or Ad modification requests made by Client to the Company once the Campaign order has been placed may not be processed in a timely manner or at all, as some Publishers may not accept changes for Ads once a Campaign is active.

Clicks: "Clicks" shall refer to the number of times an Ad has been clicked on by someone viewing the Ad. Client agrees that all statistics pertaining to Clicks and posted on the Company web site or sent through e-mail while the Campaign is running are preliminary and subject to change, either by the Company or by the Publishers providing said statistics to the Company. Client also agrees that, once the Campaign has ended, all statistics pertaining to Clicks and posted on the Company web site or sent through e-mail are final and conclusive, and not subject to review or challenge, for all purposes of this Agreement.

Cost Per Click: "Cost Per Click" shall refer to the amount the Company charges for each Click. Client agrees that the Cost per Click will vary by Publisher as well as many other variables, including but not limited to: (i) the time of day the Ad is clicked; (ii) the number of other advertisers purchasing advertising with Publisher; (iii) the nature of the Products & Services Client wishes to promote.

Actual Campaign Spend: "Actual Campaign Spend" shall refer to the sum of all Clicks multiplied by their individual Cost per Click. For example, if the Campaign has two Clicks and the first Click costs \$1.00 and the second Click costs \$0.50, the Actual Campaign Spend will be \$1.50 or $(\$1.00 \times 1) + (\$0.50 \times 1)$. Actual Campaign Spend does not include any Campaign Management Fees that may or may not be assessed at the time of the Advertising order.

Target Geographies: "Target Geographies" shall refer to the geographic areas in which the Client has requested that their Ads be displayed. Client

agrees that the Company is not ultimately responsible for the display of Client's Ads and, as such, cannot guarantee that the Client's Ads will only or primarily be displayed to people in those Target Geographies. Client agrees that Publishers may use varying ways to detect where people are from when determining whether to display an Ad, including, but not limited to: (i) IP targeting based on where users are accessing the Internet; (ii) user registration information at the Publisher sites; (iii) explicit geographic search queries made by the user. Client agrees that the Company is in no way responsible for the accuracy of such methods for determining the geographic location of the people viewing Client's Ads.

Target Duration: "Target Duration" shall refer to the number of days or months Client wishes the Campaign to run. Client agrees that the Company shall have the right to extend the duration of the Campaign in the event the Actual Campaign Spend is less than the Campaign Budget, thereby extending the duration of the Campaign. Client agrees that the Company may stop a campaign before the Target Duration has been reached in the event that the Actual Campaign Spend has reached or exceeded the Campaign Budget. Client also agrees that the Company may stop a campaign before the Target Duration has been reached in the event of any violation of this Agreement or in the event one or more Publishers refuses to continue running the Client's Ads. In those cases where a Campaign is stopped and the Actual Campaign Spend is less than the Campaign Budget, the Cancellation and Refund Policy Section provisions set forth below shall apply. For Client's initial Campaign, the Target Duration shall be a minimum of three (3) months.

Target Start Date: "Target Start Date" shall refer to the day the Client has requested that their Campaign begin. Client agrees and understands that the Company and potential Publishers need to review all Campaigns prior to placing said Campaigns at Publishers. Client further agrees and understands that the Company may take up to five (5) business days to complete said review and may, in fact, take longer if the Company requires further input from Client. In the latter case, the Company shall make reasonable efforts to contact Client to resolve any issues, but cannot guarantee when said issues will be resolved owing to the uncertain nature of reaching Client. In addition, Client agrees and acknowledges that Publishers may take several additional days to distribute the Campaign through their network and publications. Client agrees and acknowledges that the Company and its Affiliates shall have no liability hereunder or be deemed in breach hereof if the Actual Start Date is later than the Target Start Date.

Actual Start Date: "Actual Start Date" shall refer to the actual day that the Client's Campaign begins running with one or more Publishers.

Target End Date: "Target End Date" shall refer to the Actual Start Date plus the Target Duration (in days). For example, the Target End Date will be July 15, 2008 if the Actual Start Date is July 1, 2008 and the Target Duration is 14 days.

Actual End Date: "Actual End Date" shall refer to the actual day that the Client's Campaign has stopped running at all of the Publishers.

Products & Services: "Products & Services" shall refer to the various business categories that the Client has selected to promote via the Platform. Client agrees that the Company, while it will take all reasonable efforts to promote the Products & Services at the Publishers, makes no guarantee – financial or otherwise – that all Products & Services will be advertised, particularly if advertising all Products & Services will result in the Actual Campaign Spend exceeding the Campaign Budget.

Keywords: "Keywords" shall refer to individual words or word phrases that the Company may purchase on behalf of Client to run at various Publishers. Client may – through the Platform – specify Keywords to be used in the Campaign. Client agrees that while the Company, will take all reasonable efforts to promote these Keywords at the Publishers, the Company makes no guarantee – financial or otherwise – that all Keywords will be advertised, particularly if advertising all Keywords will result in the Actual Campaign Spend exceeding the Campaign Budget. In addition, Client agrees that the rules for displaying Ads when certain Keywords are entered by a user at a Publisher are controlled by the Publisher and, as such, the Company makes no guarantee – financial or otherwise – about when or where Ads will be displayed when certain Keywords are entered by a user at a Publisher.

Tracking Information. "Tracking Information" shall refer to one or more of the following: (i) Phone Number Tracking; (ii) E-Mail Tracking; (iii) Coupon Tracking; (iv) Destination Page Tracking. Client agrees that the Company, in an effort to provide statistics to Client, may apply certain tracking solutions to the Client's Campaign. Specifically, Client agrees that the Company has the right, but not the obligation, to do the following for each Campaign: (i) provide tracking phone numbers that will be displayed to the user in lieu of the Client's phone number and which will forward to the Client's phone number; (ii) substitute Client's e-mail address(es) with e-mail form(s) in order to be able to track e-mails associated with the Campaign; (iii) require users to provide registration information in order to print a Client's coupon; (iv) deploy click tracking code to track the pages that users may access as a result of the Campaign. With regard to the tracking phone numbers and tracking e-mail Addresses, Client agrees and understands that the Company is not responsible for the original phone numbers and e-mail addresses entered by Client and to which the tracking phone numbers and tracking e-mails, respectively, will forward. Furthermore, Client acknowledges that the Company will first try to provision a local tracking phone number, but, in the event such a local tracking phone number is not available, Client hereby gives the Company permission to provision a toll free tracking phone number instead. Client further agrees that, as part of provisioning Phone Number Tracking, the Company has the right, but not the obligation, to turn on enhanced phone tracking features. Those features may include, but are not limited to: call review (whereby a recording of the inbound phone call is made and stored for review by Client for a period of time to be determined solely by the Company); caller ID (whereby the phone number of the caller is used to look-up their name and address). In the case of call review, Client hereby agrees and understands that an initial recording may be played to callers prior to the completion of call notifying the caller that the call may be recorded. The exact message to be played to the caller is at the sole discretion of the Company. The Company reserves the right to not record calls to comply with federal or state privacy regulations.

Platform: "Platform" shall refer to the online advertising campaign management and reporting tool provided as part of the Search Services.

Destination Page: "Destination Page" shall refer to the web site URL that users will visit when they click on one of the Client's Ads. The Company currently provides two Destination Page options to Client for its Campaign: (i) "Standard Offer Page"; (ii) "Existing Web Site."

(i) With a Standard Offer Page, the Company provides Client with the ability – through the Platform – to create a basic web site based on information provided by Client. Client agrees that the Company may, from time to time, change the format of the Standard Offer Page, requiring the Client to add or delete information previously collected from the Client. Client agrees that the Company may substitute tracking phone numbers for the Client's phone numbers on the Standard Offer Page, may substitute tracking e-mail forms for the Client's e-mail addresses, and may collect user information before allowing users to print Client's coupons and offers. Client agrees that the Company may restrict the ability of Client to modify or request modifications to Client's Standard Offer Page once the Campaign is running. Client agrees that the Company has the right, but not the obligation, to review and modify any and all Content on the Standard Offer Page, which Content – other than the Content substituted by the Company as mentioned above – remains the sole responsibility of Client. Client agrees that all Content on the Standard Offer Page complies with the terms of this Agreement.

(ii) With an Existing Web Site, Client agrees that the Company will direct all users who click on Client's Ads to a web site owned and operated exclusively by Client. Client hereby gives the Company permission – during the duration of the Campaign – to do one or more of the following for users visiting the Client's web site as part of the Campaign ONLY: (i) substitute tracking phone numbers for the Client's web site phone numbers; (ii) substitute tracking e-mail forms for the Client's web site e-mail addresses; (iii) place click tracking code on pages (URLs) specified by Client; (iv) place a frameset above the Client's web site with the tracking phone numbers and tracking e-mail form link; (v) place a frameset above the Client's web site with links to the Company web site, including, but not limited to, the Company's local offers directory. Client agrees that users visiting the Client's web site other than as a result of the Campaign will not see any of the above substitutions or modifications. Client agrees that in order for the Company to be able to do so, the Company may provide a mirrored version of the Client's web site ("Mirrored Site") and that, in order to do so, Client's web site must be operational, functional, and accessible through the Internet. In addition, Client agrees that, in order for the

Company to provide the functionality associated with the Mirrored Site, the URL visible above the Mirrored Site to users clicking on the Client's Ad will reflect the web site address for the Mirrored Site and NOT that of the Client's web site. Client agrees that the Company is in no way responsible for the operation of web sites not hosted by the Company. Client agrees that all Content on the Client's existing web site complies with the terms of this Agreement.

Campaign Management Fees: "Campaign Management Fees" shall refer to the monthly amount charged by the Company for managing Campaigns. These Campaign Management Fees are to be collected in addition to the Actual Campaign Spend and will be presented to the Client at the time the Advertising Order is placed. The Company reserves the right to change the amount it charges for its Campaign Management Fees at any time, said changes to be presented to the Client at the time the order is placed.

B. General. All rates (including Costs per Click) are subject to change at any time upon notice to Client. The Company reserves the right to refuse or cancel any Advertising, with or without cause, at any time.

C. Cancellations & Refund Policy. Client may cancel a Campaign by submitting a Campaign cancellation form to the Company. If Client cancels any Campaign, in whole or in part, Client shall pay (to the extent that it has not theretofore paid): (i) the Actual Campaign Spend up to the time Client cancels the Campaign, including any amounts spent thereafter notwithstanding the Company's efforts to terminate the Campaign (it being understood that, at the time that Client elects to cancel a Campaign, it may be too late to pull some scheduled Advertisements), plus (ii) any early termination fees charged by any Publisher or other third party; plus (iii) the Campaign Management Fees for each month the Campaign is active (for partial months, Client will owe a full month's Campaign Management Fees); plus (iv) a Cancellation Fee. Client agrees that even though Client may stop a Campaign once it has started, the Company may be unable to stop the Campaign at that moment in time with all Publishers. Client understands that the Company will take reasonable efforts to stop the Campaign with Publishers; Client agrees and acknowledges that the ability to terminate a Campaign rests solely with the Publisher. Accordingly, Client agrees that Actual End Date may be different from the date on which Client stops the Campaign through the Platform.

D. Advertising Estimates. The Company makes no representations, warranties or guarantees of any kind as to the level of sales, purchases, Clicks, sales leads or other performance that Client can expect from Advertising. Any estimates provided by the Company to Client are not intended to create any binding obligations or to be relied upon by Client. Client acknowledges that no Company personnel are authorized to make estimates that Client may rely on and that Client is not relying upon any such estimate or any such representation, warranties or guarantees.

E. Publishers. The Company shall determine, in the exercise of its sole discretion, which Publishers to use in connection with any Campaign. Client acknowledges that the Company does not produce, operate or transmit the Internet sites or services on which Ads may appear and that the Company acts only as a sales representative or reseller of advertising inventory or listing services for the operators of such Internet sites or services.

F. Positioning. Except as otherwise expressly provided in this Agreement, positioning of Ads on any page of the Company's web site is at the sole discretion of the Company. Positioning of Ads on Publisher sites is at the sole discretion of Publisher.

G. No Proof of Advertising. Client understands that the Company is under no obligation and may simply not be able to provide any samples of your Ads or a full list of Keywords in the context of any web site on which Ads are run.

H. Statistics & Reporting. Unless specified otherwise in this Agreement, the Company makes no guarantee with respect to usage, visit, or cost per visit statistics for any Ads. Client acknowledges that any such statistics provided by the Company shall be conclusive and binding on Client for all purposes of this Agreement and not subject to review or challenge by Client for any reason.

I. Renewal. Client agrees that as a default, Campaigns will be automatically renewed and the Client charged as soon as the original Campaign has reached its Campaign Budget, whether or not its Target Duration has been reached, and even if its Target Duration has been exceeded ("Auto Renew - Immediately"). Client may chose to have a Campaign automatically renewed and the Client charged as soon as the

original Campaign has reached its Campaign Budget and its Target Duration has been reached or exceeded ("Auto Renew - Once per Month"), or to disable automatic renewal. Client acknowledges that an Auto Renew - Once per Month Campaign may be paused temporarily once its Campaign Budget has been reached, but before its Target Duration has been reached.

J. Right to Reject Ads. All Ad content is subject to the Company's and Publisher's approval. The Company reserves the right to reject or cancel any Ad, URL link, or Publisher position commitment, at any time, for any reason whatsoever (including belief by the Company or any Affiliate that any placement thereof may subject the Company or such Affiliate to criminal or civil liability). This right to refuse a listing does not constitute endorsement of any Ad that is accepted by the Company, nor does it constitute a warranty that the Company will continue to run an Ad once accepted. The Company does not have any obligation to inspect Ads or to reject Ads that it inspects regardless of anything relating to those Ads.

8. ADDITIONAL TERMS FOR E-COMMERCE SERVICES

To the extent the Services provided to Client include electronic shopping cart, credit card and purchase card transaction processing gateway services, transaction reporting and related services ("E-Commerce Services"), the provisions of this Section 8 shall apply.

A. Definitions:

"Client Web Site" shall mean the Internet web site that includes e-commerce or shopping cart capabilities.

"Financial Institution" shall mean one or more of Company's pre-approved banks or financial institutions which have agreed to evaluate and provide merchant accounts and payment authorization services to Client.

"Transaction" shall mean information related to the purchase of goods and services from Client by a third party. Specifically a Transaction is an authorization, delayed capture, sale or credit data transmission between Company and its back end processors.

B. Client Obligations. Except to the extent that Client has purchased Hosting Services hereunder, Client is solely responsible for establishing and maintaining the appropriate and necessary (i) hosting, connectivity, and maintenance of the Client Web Site, (ii) security measures for the Client Web Site(s), and (iii) connection between the Client Web Site(s) and Company's web site, including without limitation transmitting Client's registration information and Transaction data to Company Server(s) via the Company web site and ensuring that the data transmitted in conjunction with, and for enrollment in, the E-Commerce Services is accurate, complete and in the form as requested by Company, and is not corrupted due to Client's systems.

C. Order Processing and Fulfillment. Client is solely responsible for fulfilling all orders for products and services sold by Client to its users on the Client Web Sites or otherwise. Client shall at all times maintain commercially reasonable business practices in conjunction with use of the E-Commerce Services.

D. Banking Relationship. Client is solely responsible for establishing and maintaining a commercial banking relationship with one or more Financial Institutions. The terms of such relationship shall be determined solely by Client and the Financial Institution and will not necessarily reflect or incorporate terms that Company may have separately and independently negotiated with Financial Institutions;

E. Data Collection; Use. The parties acknowledge and agree that Client shall provide and Company shall capture only the Transaction and user information (collectively, the "Data") that is required by, and is necessary for, the Company to provide the E-Commerce Services. Company shall not disclose Data to third parties or use the Data, except that Company shall have the rights (i) to use the Data as necessary to perform the E-Commerce Services contemplated in this Agreement (including distributing the Data to third parties providing services requested by Client); (ii) to maintain the Data as long as necessary or as required by law and use internally for record keeping, internal reporting, and support purposes; and (iii) to provide the Data as required by law or court order, or to defend Company's rights in a legal dispute. Except as provided herein, Client is solely responsible for maintaining the confidentiality of customer personally identifiable information. Client represents and warrants that it shall comply with all applicable privacy, consumer and other laws and regulations with

respect to its (i) provision, use and disclosure of the Data; (ii) dealings with the users providing the Data; and (iii) use of the E-Commerce Services.

F. Security. Company has implemented and will maintain security systems for the transmission of Client's Data, consisting of encryption and firewall technologies that are understood in the industry to provide adequate security for the transmission of such information over the Internet. Company does not guarantee the security of the Services or Data, and Company will not be responsible in the event of any infiltration of its security systems. Client further acknowledges and agrees that Company is not responsible for the security of Data or any other information stored on Client's servers or any other party's servers (other than subcontractors of Company storing information on behalf of Company, solely to the extent Company is liable for its own actions hereunder).

G. Collection of Taxes. Client agrees to pay all value added, sales and other taxes (other than taxes based on Company's income) related to any sales made by or through the E-Commerce Services or payments made by Client to Company. Client agrees, at the request of Company, to provide Company with an authorized credit card name, number and date of expiration or an Automated Clearinghouse ("ACH") account number and proper debit authorization for purposes of allowing Company to electronically collect fees due for the E-Commerce Services.

9. ADDITIONAL TERMS FOR DOMAIN NAME SERVICES.

To the extent the Services provided to Client include domain name registration, domain management, DNS and related services ("Domain Name Services"), the provisions of this Section 9 shall apply.

A. Registrar Services. Domain Name Services will be provided to you on behalf of the Company by an Affiliate who is an approved registrar. As consideration for the Domain Name Services, you agree to pay the Company the then-current amounts set forth in the Company Client Proposal for the initial registration of the domain name and, should you choose to renew the registration, subsequent renewals of the registration. All fees for Domain Name Services are nonrefundable, in whole or in part, even if your domain name registration is suspended, canceled or transferred prior to the end of your then-current registration term. The Company reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion. Your requested domain name will not be registered unless and until the Company receives actual payment of the registration fee, and has confirmed your registration in an e-mail from the Company to the e-mail address indicated in your registration application.

B. Cancellation; Reinstatement. You acknowledge and agree that any domain name which the Company and/or an Affiliate may register for you is a product of this Agreement and of the agreement between the Company and the Affiliate for your use during the term of this Agreement with respect to each domain respectively. Subject to prior payment of all amounts due and payable hereunder, the Company will provide reasonable cooperation at your reasonable request, in the reassignment at your expense of such domains and URLs to such other IP numbers and addresses as you or your authorized registrar or Internet service provider may designate. Any deletion of a domain name and/or a refund or a charge back by a credit card company (or similar action by another payment provider) in connection with the payments of the fees for Domain Name Services without the explicit written consent of the Company will constitute a material breach of this Agreement, and you agree and acknowledge that in the event of such refund or charge back the domain name registration will be transferred back to the Company as the paying entity for that registration to the registry and that the Company reserves all rights regarding such domain name including, without limitation, the right to make the domain name available to other parties for purchase. The Company will reinstate your domain name registration solely at the Company's discretion, and subject to any applicable reinstatement fee.

C. Renewal. Renewal of Domain Name Services will be billed to you directly unless you instruct the Company otherwise with sixty (60) days written notice before the renewal due date. If you are no longer receiving Hosting Services from the Company or choose to not have your domain set to automatic renewal you will be sent renewal notices and will be responsible for contacting the Company with a credit card to process the payment and renewal of the Domain Name Services. You agree that you are solely responsible for maintaining current, accurate credit card and billing information for your account and domain name. If your billing information is not accurate and you wish to renew your domain name

registration, you agree that you will contact the Company to update this information and that the Company may charge you accordingly.

D. **Domain Name.** Neither the Company nor its Affiliates make any representations or warranties concerning and do not guarantee that your domain name does not infringe upon any trademarks, trade names, service marks or other proprietary rights owned by a third party. If you obtain domain names through the Company or its Affiliates, you agree to be bound by the terms of the Domain Name Registration Agreement, Domain Name Dispute Policy, and related agreements that you can review by following these links. For Domain Registration Agreement, go to: <http://www2.bulkregister.com/DNSAgreement.php>. For the Domain Name Dispute Policy, go to: <http://www2.bulkregister.com/dispute.php>.

E. **Use of Personal Information; Updated Information.** The Company and/or its Affiliates will collect certain personal information (including, without limitation, contact information such as name, address, e-mail address and telephone number) ("Personal Information") from you during the registration process for Domain Name Services. You agree and acknowledge that such parties will share Personal Information that you provide (or that is gathered about you during the registration process, including, for example, your primary domain name and the like), or that such parties otherwise maintain, with one another, with the Internet Corporation for Assigned Names and Numbers (ICANN), with registry administrator(s), and with other third parties as ICANN and applicable laws and/or policy may require or permit. You further agree and acknowledge that the Company and its Affiliates will be permitted (and in some cases may be required) to make publicly available, or directly available to third party vendors, some, or all, of the Personal Information or domain name registration information you provide (including any updates of such information), for purposes of inspection or for targeted marketing and other purposes as required or permitted by ICANN and applicable laws. You may access your Personal Information and/or domain name registration information in our or our Affiliates possession by a request in writing or by e-mail to the Company at info@truepresence.com to review, modify or update such information. You agree not to contact our Affiliate registrar directly. You hereby irrevocably waive any and all claims and causes of action you may have arising from disclosure or use of your Personal Information and/or domain name registration information by the Company or its Affiliates. You further agree that your failure to respond for over fifteen (15) calendar days to inquiries by the Company or any Affiliate concerning the accuracy of contact details associated with a domain name registration will constitute a material breach of this Agreement and will be sufficient basis for cancellation of the Services.

F. **Third Party Data.** In the event that, in registering the domain name, you are providing information about a third party, you hereby represent that you have (i) provided notice to that third party of the disclosure and use of the party's information as set forth in this Agreement, and (ii) that you have obtained that third party's express consent to the disclosure and use of that party's information as set forth in this Agreement.

10. **SUPPORT SERVICES.** During the term of this Agreement, the Company may provide to you, directly or indirectly through one or more of its Affiliates, support services with respect to the Services being provided hereunder. All such support is provided on an as is, where is basis, and neither the Company nor its Affiliates make any warranties with respect to such support. Any technical information you provide to the Company or its Affiliates in connection with support services may be used by such parties for product support and development; provided, however, that such parties will not use such technical information in a form that personally identifies you unless required to provide support hereunder.

11. **PROPRIETARY RIGHTS.** The Company Content, Hardware, Software and all related documentation will be and remain the exclusive property of the Company or its Affiliates. You will not, and will not permit any third party gaining access to Company Content, Hardware, Software or Services through you, take any action inconsistent with the Company's or applicable third-party licensors title thereto. The Software is protected under the copyright laws of the United States and equivalent international laws and treaties. You may not modify or copy, or allow anyone else to modify or copy, all or any part of the Software. You will not, and will not permit any third party gaining access to Company Content, Software or Services through you to, remove, alter, cover or obscure any confidentiality, copyright, government-restricted rights or other proprietary notices or legends included on or in Company Content, Software or Services as provided to you, or to unlock, reverse engineer, disassemble or de-compile all or any part of the Software or Services, or attempt to do so.

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12. CLIENT OBLIGATIONS.

A. **Compliance with Law.** In performing your obligations and exercising your rights hereunder (including without limitation in accessing and using the Content, Hardware, Software and Services), you will comply, and will cause all third parties gaining access to the Content, Hardware, Software or Services through you to comply, with all present and future federal, state and local laws, rules, regulations and orders, including without limitation all present and future laws and regulations relating to protection of intellectual property and privacy. Further, you agree not to use, except as expressly authorized in this Agreement, or disclose any information which is confidential or proprietary to the Company or any Affiliate (including, without limitation, Company Content and Software) without the express written consent of the Company.

B. **Accuracy of Data.** You acknowledge that willfully providing inaccurate information or willfully failing to update information promptly will constitute a material breach of this Agreement and will be sufficient basis for cancellation of the Services. (In addition, under certain federal laws, such provision of inaccurate or false information is one factor in determining whether you may have violated the trademark rights of another party in registering a domain name confusingly similar to such party's trademark.)

13. TERM.

A. **Services.** For all Services, the term of this Agreement will be for one (1) year unless otherwise mutually agreed in writing. This Agreement will be automatically renewed at the end of the initial term or renewal term for an additional one (1) year term, unless you provide not less than thirty (30) days written notice to the Company of non renewal of this Agreement.

B. **Termination.** Termination of this Agreement by you during the initial term or any renewal term will not relieve you of your obligation to pay for the balance of that term. Notices of termination or non renewal should be sent to info@truepresence.com. For accurate processing and to reduce the possibility of spoofing, any termination or non renewal notice from you will set forth the primary domain name(s), the effective date of termination, and will be accompanied by a copy of your (or your authorized representatives) drivers license or other government-issued photo identification.

C. **Default.** The Company may terminate this Agreement immediately (i) upon a material breach of this Agreement by you (including without limitation a breach of any Acceptable Use Policy), (ii) if you cease to actively conduct business, become insolvent, make a general assignment for the benefit of creditors, file for bankruptcy or have a petition of bankruptcy filed against you, (iii) in the event of a prohibited assignment or transfer of this Agreement, or a substantial change in ownership, control, or operation of you (if you are an entity), or (iv) as otherwise provided in Sections 2(c), 7(b), 9(b), 11(e) or 12(b) of this Agreement. Termination by the Company pursuant to the terms of this paragraph will not entitle you to a refund of amounts previously paid or relieve you of your obligations to pay all applicable fees for the balance of the term.

14. **EFFECT OF TERMINATION.** Upon termination of this Agreement, you will immediately discontinue all use of the Hardware, Software and Services. Upon your written request and subject to your prior payment of all amounts due and owing hereunder, and further subject to the provisions of Section 16B on disposition of information on Servers or space on any Server, the Company will return to you the Client Content, including all files constituting the hosted Client Content, as well as your data stored in any of the Company's or Affiliates' databases (but not such databases or Software itself), in such media or formats as the Company may deem appropriate in its sole discretion.

15. BILLING AND PAYMENT.

A. **Fees and Payment Terms.** You will pay the fees and other charges for each Service as provided to you by the Company as provided in the Company price schedule, as the same may be amended from time to time. Service fees and charges will be invoiced in accordance with the schedule set forth in the Client Proposal. All payments will be made in U.S. currency. You will pay a late payment charge equal to 1.5% (or the highest amount permitted by law, whichever is lower) per month or portion thereof on the outstanding balance of any invoice remaining unpaid thirty (30) days after the date upon which payment is due.

B. **Effect of Nonpayment.** If you fail to make any payment when due hereunder, in addition to the other remedies available to the Company, the Company will be entitled in its sole discretion to suspend or discontinue

providing any or all of the Services, or to take any action with respect to the Hardware and Software and the Client Content thereon that the Company deems appropriate. Such suspension or termination will not relieve you of your obligation to pay the fees and charges due or for the balance of then-current term. Without limiting the generality of the foregoing, the Company may take any one or more of the following measures (subject to applicable law):

- For accounts 14 days past due Disable Administrative Access
- For accounts 30 days past due Disconnect web site or Server from network
- For accounts 60 days past due Erase all Client Content

Any information stored on Servers or space on a Server returned to inventory will be the sole and exclusive property of the Company, and may be deleted, overwritten, or otherwise disposed of in the Company's discretion. The Company may require you to post a deposit or such other security as the Company reasonably deems necessary in order to resume access and use of the Hardware, Software or Services hereunder. The remedies set forth in this paragraph will be not be enforced with respect to a non-payment based on a disputed invoice, provided that you (i) notify the Company in writing (to info@tp.com) of the basis for the dispute, on or before the applicable due date, and (ii) timely pay the invoiced amount that is not in dispute.

C. Collection Costs. You agree to pay the Company's and its Affiliates' reasonable expenses, including attorney's fees and court costs, incurred in enforcing their respective rights under this Agreement. You will pay all federal, state, and local sales, use, value added, excise, duty and any other taxes assessed with respect to the Services and the provision of the Hardware and Software to you, except that taxes based on the Company's net income will be the responsibility of the Company.

16. FORCE MAJEURE. Neither the Company nor any Affiliate will be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of you or any third party accessing Company Content, Hardware, Software or Services through you (whether or not such access is authorized by you), acts of God, acts of any governmental body, acts of war or terrorism, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability or interruption or delay in telecommunications or third party services, malfunctioning of software or hardware, corruption of data, or inability to obtain raw materials, supplies, or power used in or Software needed for provision of the Services.

17. DISCLAIMER OF WARRANTY.

A. No Warranties. To the extent permitted by applicable law, neither the Company nor any Affiliate, or any of their respective employees, agents, affiliates, suppliers, lessors, contractors or licensors make any representations or warranties of any kind, express or implied, and such parties hereby expressly disclaim all such warranties with respect to Company Content, Hardware, Software or Services provided hereunder, including, without limitation, all warranties of title, noninfringement, merchantability and fitness for a particular purpose. All Company Content, Hardware, Software and Services are provided on an as is basis. None of such parties warrant that access to or use of Company Content, Hardware, Software or Services will be interrupted or error free; nor do any of them make any warranty as to the results that may be obtained from the use thereof or as to the accuracy, reliability or content of any information serviced or merchandise contained in or provided through Company Content, Hardware, Software or Services. Neither the Company nor any Affiliate shall be liable for the Client Content or for any data transferred to or from you or stored by you or others on or via the Hardware, Software or Services.

B. Disclaimer of Certain Damages. In no event will the Company or any Affiliate, or their respective employees, agents, affiliates, suppliers, lessors, contractors or licensors or the like be liable to you or any third party for any indirect, incidental, special, consequential, exemplary or punitive damages (including without limitation damages for loss of profits, revenue, data or use), arising out of or in connection with this Agreement or any products, Company Content, Software, Hardware provided, or Services performed, in connection herewith, whether in an action in contract, tort, strict liability or other legal theory, even if such party has been advised of the possibility of such damages.

C. Sole Remedy. The Company's and its Affiliates' sole responsibility, and your sole remedy, in connection with any malfunction or defect in Company Content, Hardware, Software or Services will be the repair, replacement or re-performance of the affected Company Content, Hardware Software or Services to the extent such repair, replacement or re-performance is practicable. The Company may interrupt your access to and use of Company Content, Hardware, Software or Services (including, without limitation, Internet connectivity) at any time, without liability to you, to perform scheduled or emergency maintenance. The Company will use reasonable commercial efforts to conduct scheduled maintenance during off-hours and to minimize disruptions and interruptions to you.

D. Limitation of Liability. In no event will the Company's and its Affiliates' collective liability to you or any third party hereunder exceed the actual dollar amount paid by you for Company Content, Hardware, Software and/or Service which gave rise to such liability during the twelve (12) month period prior to the date of the event giving rise to such liability.

E. CONSUMER RIGHTS. FOR PERSONAL, FAMILY OF HOUSEHOLD USE OF THE SERVICES, SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND REMEDIES; YOU MAY ALSO HAVE OTHER RIGHTS AND REMEDIES WHICH ARISE FROM OPERATION OF LAW AND VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE.

18. INDEMNIFICATION.

A. You will indemnify, defend and hold harmless the Company, its Affiliates, and their respective affiliates, officers, directors, shareholders, employees, agents, suppliers, lessors, contractors and licensors (collectively indemnified parties) from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including without limitation reasonable attorneys fees and court costs) arising out of or relating to (a) the use of the Content, Hardware, Software or Services by you, your agents and any third parties gaining access to the Content, Hardware, Software or Services through you (whether or not such access is authorized by you), (b) the Client products and/or the sale or provision thereof, (c) any breach of any of your representations, warranties or covenants in this Agreement, or (d) your acts or omissions or the acts or omissions of your agents or third parties gaining access to the Content, Hardware, Software or Services through you (whether or not such access is authorized by you).

19. EXPORT. You will comply, and will cause all third parties gaining access to the Hardware, Software or Services through you to comply, with all export or re-export restrictions and regulations imposed by the government of the United States. Without limiting the generality of the foregoing and regardless of any disclosure made by you to the Company or any Affiliate of an ultimate destination of the Services, you will not re-export or transfer, whether directly or indirectly, the Content, Hardware, Software or Services, to anyone outside the United States of America without first obtaining a license from the U.S. Department of Commerce or any other agency or department of the United States Government, as required.

20. U.S. GOVERNMENT RESTRICTED RIGHTS. All Company products and documentation are commercial in nature. The Company Content, Software and Services are Commercial Items, as that term is defined in 48 C.F.R. 2.101, consisting of Commercial Computer Software and Commercial Computer Software Documentation, as such terms are defined in 48 C.F.R. 252.227-7014(a)(5) and 48 C.F.R. 252.2277014(a)(1), and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 and other relevant sections of the Code of Federal Regulations, as applicable, the Software and Services are licensed to United States Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in this Agreement. Manufacturer is TruePresence, LLC, 250 West Pratt Street, Suite 880, Baltimore, MD 21201.

21. ADDITIONAL NOTICES.

A. Electronic Communications Privacy Act. Pursuant to the Electronic Communications Privacy Act of 1986, 18 U.S.C. 2510 et seq., notice is hereby given that there are no facilities provided by the Services for

sending or receiving private or confidential electronic communications. All messages will be deemed to be readily accessible to the general public. Do not use the Services for any communication which the sender intends only the sender and the intended recipient(s) to read.

B. **Monitoring of Activities.** The Company Content, Hardware, Software and Services are for the use of authorized users only. Individuals using Company Content, Hardware, Software and/or Services without authority, or in excess of their authority, are subject to having all of their activities on Company Content, Hardware, Software and/ or Services monitored and recorded by personnel of the Company or its Affiliates. In the course of monitoring individuals improperly using Company Content, Hardware, Software or Services, the activities of authorized users may also be monitored. Anyone using Company Content, Hardware, Software and/or Services expressly consents to such monitoring and is advised that if such monitoring reveals possible criminal activity, personnel of the Company or its Affiliates may provide the evidence of such activity to law enforcement officials in accordance with applicable laws.

B. **Reporting.** To comply with applicable laws and lawful requests from government and law enforcement authorities, or to protect the Company, its Affiliates, and their customers, the Company reserves the right to access and disclose any information it deems necessary or appropriate, including, without limitation, the contents of personal and other electronic communications passing through the Servers. The Company and its Affiliates will cooperate fully with law enforcement authorities in investigations of suspected violations of law. The Company and its Affiliates reserve the right to report to law enforcement authorities any suspected illegal activity of which they become aware.

C. **Reservation of Rights.** The Company and its Affiliates reserve the right to retain one or more temporary or permanent copies of all Client Content determined to violate any law or Acceptable Use Policy or otherwise deemed to constitute harassment and/or to contain offensive material.

D. **Digital Millennium Copyright Act.** In providing the Services, the Company and its Affiliates are acting as service providers as that term is defined in The Digital Millennium Copyright Act of 1998, 17 U.S.C. 512(k)(1). In connection therewith, posted at <http://www.copyright.gov/legislation/dmca.pdf> are Procedures for Making Claims of Copyright Infringement and for Making a Counter Notification Regarding a Claim of Copyright Infringement.

22. **ASSIGNMENT.** You may not sell, lease, assign, sublicense or otherwise transfer, in whole or in part, this Agreement, the Services or any license or right granted hereunder, except as approved by the Company in writing. Any attempted assignment or transfer in violation of this Section will be null and void.

23. **AMENDMENT; WAIVER.** No additions or changes may be made to this Agreement without the written consent of both parties. No failure to exercise and no delay in exercising any right, remedy, or power hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided in this Agreement or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder will not constitute a waiver of the act or condition itself.

24. **GOVERNING LAW/JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflicts of law provisions. The exclusive jurisdiction and venue for any disputes arising out of this Agreement shall be the federal or state courts located in Baltimore County, Maryland, and you hereby consent to personal jurisdiction and venue therein.

25. **THIRD PARTY BENEFICIARIES.** The provisions set forth in this Agreement are for the sole benefit of the parties hereto and their successors and permitted assigns, and they will not be construed as conferring any rights on any other persons. Each of the Affiliates shall be third party beneficiaries of this Agreement, entitled to enforce same against you.

26. **SEVERABILITY.** If any provision of this Agreement will be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions hereof will not be affected thereby. It is expressly understood and agreed that each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties,

indemnification or exclusion of damages or other remedy is intended to be enforced as such. Further, it is expressly understood and agreed that in the event any remedy under this Agreement is determined to have failed of its essential purpose, all limitations of liability and exclusions of damages or other remedies will remain in effect.

27. **NONEXCLUSIVITY.** The relationship between Client and the Company hereunder is nonexclusive, and nothing herein shall prevent the Company from offering the Services to competitors of Client.

28. **NOTICES.** All notices from you to the Company must be in writing and sent by registered or certified mail, return receipt requested, or international equivalent, or by facsimile or electronic mail (receipt confirmed) to: info@truepresence.com.

29. **ENTIRE AGREEMENT.** This Agreement, together with any other document or agreements specifically identified in this Agreement, represents the entire agreement between the parties, and supersedes all previous representations, understandings or agreements.

30. **WAIVER OF JURY TRIAL.** Each of you and the Company hereby knowingly, voluntarily and intentionally waive the right to a trial by jury in respect of any claim based hereon, arising out of, under or in connection with this Agreement or the relationship between you and the Company, and agree that no party will seek to consolidate any such action with any other action in which a jury trial cannot be or has not been waived. This waiver constitutes a material inducement for the Company to accept this Agreement.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the date first above written.

TRUEPRESENCE, LLC:

By: _____

Its: _____

CLIENT:

By: _____

Its: _____