The following terms and conditions govern the placement and delivery of the advertising as set forth in an Insertion Order (the "IO") to which these terms and conditions are attached. Any additional IO's entered into after the original IO ("Additional IO's") shall also be governed by these terms and conditions, even if these terms and conditions are not attached to the Additional IO's or the Additional IO's do not reference these terms and conditions. In the event of a conflict between an IO and these terms and conditions, the IO shall take precedence. Adperio Network, LLC is referred to herein as "Adperio." The customer identified on the IO is referred to herein as the "Customer."

2. Representations. Customer represents and warrants that: (1) it is the owner of or is licensed to use the entire contents and subject matter contained in the text, links, creative and other material provided to Adperio hereunder (collectively, the "Ad"); (2) the Ad is free of any "worm", "virus" or other device that could impair or injure any person or entity; (3) the Ad and any products or services offered therein do not violate any applicable laws or regulations, including, without limitation, those laws and regulations governing false or deceptive advertising, sweepstakes, gambling, comparative advertising, or trade disparagement; (4) the Ad does not contain any misrepresentation, or content that is defamatory or violates any rights of privacy or publicity; and (5) the Ad does not and will not infringe any copyright, trademark, patent or other proprietary right. If the Ad is for display and distribution in any foreign country, Customer further represents and warrants that the Ad and any products or services offered in the Ad will comply with all applicable laws and regulations of such foreign country.

3. Terms of Payment. Customer shall pay to Adperio the amounts set forth in the IO's for Actions generated on all campaigns of Customer being run by Adperio ("Media Spend"). Adperio will invoice Customer monthly, in arrears following the completion of each month, for the Media Spend. Customer shall pay all amounts due under Adperio's invoices within 7 days of the date on invoice. All amounts due hereunder shall be paid in United States currency. If amounts are quoted under an IO in a foreign currency, such amounts shall be converted to United States currency based on the average exchange rate (as published on oanda.com) for the period being invoiced and detailed on the invoice. On a real time basis or no less than weekly, Customer shall provide Adperio with all statistics relating to completed Actions. If Customer fails to provide data regarding the number of Actions or if the number of Actions reported by Customer is less than the number of Actions determined based on pixel firing or Adperio's records, Adperio may calculate the amount due using its own data of completed Actions (in which case, Adperio's data will be final and binding on the parties). If amounts are quoted in an Insertion order in currency other than US Dollars ("Foreign Currency"), Customer is late in paying Media Company, and the Foreign Currency value against the US Dollar as of the date Customer actually makes payment is weaker than the date when payment was due, Customer shall pay Media Company an additional amount of Foreign Currency so that Media Company receives the same total amount after conversion to US Dollars that it would have received had Customer paid when due. Customer shall pay to Adperio interest on any past due payments at the rate of 1.5% per month, or if less, the highest rate permitted under applicable law, and all costs of collection, including reasonable attorney's fees and expenses. The amounts due hereunder and all Actions and other data upon which such amounts are based shall be final and binding on Customer for all purposes unless Customer objects in writing to the amounts, Actions or other data (collectively, the "Payment Information") and provides substantiating data within five (5) days of the end of the month during which the lead were generated (or thirty (30) days after the end of such month for Ads requiring credit card authorization). Customer waives and releases any right to contest or otherwise challenge the Payment Information if Customer fails to object in writing to any such items within the time period set forth in the preceding sentence. Customer shall not raise any objection to Payment Information based on the validity of leads unless specific requirements for valid leads are set forth in the particular IO. Customer must provide substantiating data for all invalid conversions, including but not limited to affiliate and consumer identifiers and data verifying incomplete, false, or fraudulent consumer information. Adperio may use this data to notify its affiliates and publishers of fraudulent users and to generally increase the quality of leads. Customer shall also pay all sales, use, excise and other taxes which may be levied upon either party in connection with this Agreement, except for taxes on Adperio's income.

4. Delivery of Ads. Customer will, at its sole cost and expense, create and deliver all content required for any Ad to Adperio. If such content does not conform to Adperio's technical specifications or does not arrive timely enough to deliver such Ad on the agreed display dates, then Adperio, in its sole discretion, may: (a) reject such Ad and refund any applicable amounts paid in advance; or (b) postpone running such Ad until a reasonable period of time after (i) the non-conforming content is corrected, or (ii) the late-arriving content is received. Adperio may, in its sole discretion, reject or remove any Ad, for any reason, in which event Adperio will refund any amounts paid in advance for such Ad or a prorated portion of such fees if such Ad is removed after a period of display. Along with the delivery of the content for any Ad to Adperio, Customer shall also

deliver to Adperio instructions for any suppression files to be accessed and downloaded in connection with the Ad. Customer shall be solely responsible for complying with all applicable laws and regulations (including the CAN Spam Act, as amended) regarding suppression files for Customer's Ads, including maintaining and timely updating its suppression files and providing Adperio with access to the suppression files and updates for use in connection with the Ad. If, during an active campaign being run by Media Company for Customer hereunder, Customer desires access to the names and contact information of Adperio's Publishers and the applications, webpages, mobile media and other advertising inventory of such Publishers (collectively, the "Publisher Information") being used on such campaign, Customer shall notify Media Company in writing of its request for access to the Publisher Information (which notice must be given while the campaign in still active and not after the completion of the campaign). Assuming a timely notice is given by Customer as provided above and Media Company consents to such access (which Media Company may grant or withhold in its sole discretion), Media Company will provide Customer with such access. In order to protect the proprietary nature of the Publisher Information if access is granted, Customer agrees as follows: (i) that the Publisher Information constitutes Confidential Information of Media Company and shall be subject to the confidentiality and other obligations under the IAB Terms, (ii) not to, directly or indirectly, purchase or seek to purchase advertising services from any Publishers by circumventing or bypassing Media Company's services or in any other way during the term of this Agreement and for one year thereafter, and (iii) not seek or set up a direct linking or other arrangement whereby Media Company's services or parts thereof is circumvented and Media Company is unable to fully track and monitor the conversions and other events that are the basis for determining payments owing to Media Company.

5. Actions; Audit Right. For purposes of this Agreement, "Action" means an act or event by a third party upon which a payment is based or determined, such CPA (cost per action) or CPM (cost per thousand), as set forth in the IO. Customer shall be obligated to retain books and records pertaining to the Actions and other data necessary to compute the charges hereunder for at least one year after the conclusion of each Ad. Adperio shall have the right to audit such books and records. If the audit reveals an underpayment, Customer shall promptly pay to Adperio such underpayment along with past due interest charges from the time originally due until paid. If the amount of the underpayment is more than 5%, Customer shall also be obligated to pay to Adperio its reasonable audit costs.

6. Quality Control: Adperio reserves the right to refuse service to Customer, in its sole discretion, with or without cause. Adperio reserves the right, in its sole discretion and without liability, to reject, omit or exclude any Ad or content thereof for any reason at any time, with or without notice to the Customer and regardless of whether such Ad was previously accepted or published. Adperio does not accept Ads from Customers that produce or provide adult content. Ads and content thereof (along with any linked URLs) shall not include nudity, partial nudity or adult language. Adperio does not accept Customers that engage in, promote or facilitate illegal activities. Adperio may in its sole discretion refuse or restrict use of any Ad that it deems inappropriate or requires special handling. This Agreement is cancelable by Adperio immediately if Customer fails to disclose, conceals or misrepresents itself in any way.

7. License. For the term of this Agreement, Customer hereby grants to Adperio and Adperio's affiliates and publishers a non-exclusive, royalty-free, worldwide license to (a) use, perform and display all Ads delivered hereunder in accordance with the terms of the IO, and (b) use all associated Customer intellectual property in connection therewith. Title to and ownership of all intellectual property rights of all Ads and associated Customer intellectual property shall remain with Customer or its third party licensors. In addition, Customer agrees that Adperio may, during the term of this Agreement and thereafter, include Customer's name (including any trade name, trademark, service mark and logo) and any Ad provided hereunder on Adperio's customer list and in its marketing materials and sales presentations.

8. DISCLAIMER OF WARRANTIES. ADPERIO PROVIDES ITS SITES AND THE SITES OF ITS AFFILIATES AND PUBLISHERS, AND ALL ITS SERVICES AND THE SERVICES OF ITS AFFILIATES AND PUBLISHERS, AS PERFORMED HEREUNDER, ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND AND WITHOUT ANY GUARANTEE OF CONTINUOUS OR UNINTERRUPTED DISPLAY OR DISTRIBUTION OF ANY AD. WITHOUT LIMITING THE FOREGOING, ADPERIO DOES NOT WARRANT OR GUARANTEE THE SUCCESS OF ANY AD, THE NUMBER OR QUALITY OF LEADS GENERATED FROM THE AD, OR THE AMOUNT OF SALES OR REVENUE TO BE DERIVED BY CUSTOMER FROM THE ADS. IN THE EVENT OF INTERRUPTION OF DISPLAY OR DISTRIBUTION OF ANY AD, ADPERIO'S SOLE OBLIGATION WILL BE TO RESTORE SERVICE AS SOON AS PRACTICABLE. ADPERIO DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

9. LIMITATIONS OF LIABILITY. EXCEPT FOR INDEMNTIY OBLIGATIONS UNDER SECTON 11, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE OR STRICT LIABILITY OR OTHERWISE), OR FOR INTERRUPTED COMMUNICATIONS, LOSS OF USE, LOST BUSINESS, LOST DATA OR LOST PROFITS (EVEN IF A PARTY WAS ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. EXCEPT FOR INDEMNTIY OBLIGATIONS UNDER SECTON 11 AND AMOUNTS OWED BY CUSTOMER UNDER SECTION 3, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTIES FOR AN AMOUNT OF DAMAGES GREATER THAN THE TOTAL AMOUNTS PAID BY CUSTOMER HEREUNDER FOR THE SIX MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE. IN LIEU OF PAYING DAMAGES, ADPERIO SHALL BE GIVEN A REASONABLE PERIOD OF TIME AFTER THE LIABILITY HAS ACCRUED TO PROVIDE CUSTOMER WITH A SUBSTITUTE AD PLACEMENT.

10. Term and Termination. This Agreement shall have a term commencing upon execution of this Agreement and continuing thereafter until (1) all IO's have expired or terminated pursuant to their respective terms, and (2) either party gives the other party 10 days prior written notice of its election to terminate this Agreement (which may be given without cause or reason).

In addition to any other remedies that may be available to it under this Agreement or pursuant to applicable laws, either party may immediately terminate this Agreement and all outstanding IO's in the event of any breach by the other party of the representations and warranties contained herein or nonperformance of any of its obligations hereunder and the failure of the other party to cure such breach within 10 days after written notice from the non-breaching party. Either party may also terminate a particular outstanding IO, for any or no reason, on ten (10) days prior written notice. Sections 2, 3, 5, 8, 9, 11, 12 and 13, and any accrued but unpaid payment obligations shall survive any termination.

11. Indemnity. Customer agrees to indemnify, defend, and hold harmless Adperio for any claims, liabilities, costs and expenses (including reasonable attorney's fees) incurred by Adperio as a result of the acts or omissions or breach of this Agreement by Customer. Adperio agrees to indemnify, defend, and hold harmless Customer for any claims, liabilities, costs and expenses (including reasonable attorney's fees) incurred by Customer as a result of the acts or omissions or breach of this Agreement by Adperio. In the event either of these indemnities include claims against the employees, agents or affiliates of Adperio or Customer, those employees, agents, or affiliates shall be indemnified just as their principal would be.

12. Confidential Information. "Confidential Information" shall mean any and all oral or written information that is identified as confidential and is provided by one party to the other. The identity of Adperio's affiliates and publishers (collectively, the "Publishers") are Confidential Information of Adperio, including those Publishers recruited for the Customer through Adperio's outreach efforts. Neither Customer nor Adperio shall disclose or use the other party's Confidential Information for any purpose other than the purposes contemplated by this Agreement, unless such disclosure or use is allowed by written permission of the other party. Notwithstanding any other provisions hereof, either party may disclose the other party's Confidential Information to the extent required by applicable law, but only after five (5) days prior written notification to the other party of such required disclosure. Upon termination, cancellation or expiration of this Agreement for any reason, or upon request by either party, all Confidential Information of the requesting party, together with any copies thereof, shall be returned to that party or certified destroyed. Customer's Confidential Information shall remain the property of Customer, and Adperio's Confidential Information shall remain the property of Adperio. To protect the proprietary nature of Adperio's Publishers, Customer hereby agrees to work exclusively with Adperio for all advertising placed, directly or indirectly, through Publishers disclosed by Adperio to Customer. (indirect placement includes Customer placing the ad with a third party and the third party or its agents then placing the ad with Publishers). The exclusivity provisions shall apply during the entire term of this Agreement and for a period of 90 days thereafter (but shall not apply to any Publisher with whom Customer has a previously existing and documented business relationship).

13. Other. This Agreement will be governed and construed in accordance with the laws of the State of Colorado without giving effect to conflict of laws principles. Customer and Adperio agree to submit to exclusive jurisdiction in Colorado and venue in the courts of Denver County, Colorado. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. The parties' rights and obligations will bind and inure to the benefit of their respective successors, heirs, executors and joint administrators and permitted assigns. The parties to this Agreement are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this

Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. This Agreement may be executed and delivered by facsimile and the parties agree that such facsimile execution and delivery shall have the same force and effect as delivery of an original document with original signatures.

14. Other Agreements. This Agreement and any related IO's sets forth the entire agreement of the parties and supersedes any and all prior oral or written agreements or understandings between the parties as to the subject matter hereof. Only a writing signed by both parties may change this Agreement.

Customer: Adperio Network, LLC

Signature: _____   Signature: _____

Date: _____   Date: _____

Print Name: _____   Print Name: _____

Title: _____   Title: _____