



EPOM SSA TERMS AND CONDITIONS

By signing up or submitting the online application you are agreeing to be legally responsible for adhering these Epom SSA terms and conditions.

These Epom SSA Terms and Conditions (the "Terms and Conditions") are entered into as the Effective Date by and between:

EPOM LTD, Address:

Nancy Whiticker House, 7 Old
Street, Roseau, Commonwealth of
Dominica

EPOM SERVICES LTD, Address:

79 Spyros Kyprianou Avenue,
Protopapas Building, 2nd floor office
201, 3076 Limassol, Cyprus

EPOM SYSTEMS LTD, Address:

Flat/RM 2303 23/F, New Tech Plaza,
34 Tai Yau Street, San Po Kong,
Kowloon, Hong Kong

one of the three companies of our exclusive choice (the "Epom") and

the Client,

collectively referred to as "Parties" and individually as "the Party".

These Terms and Conditions define the conditions under which Epom interacts with Client.

These Terms and Conditions constitute an agreement between Epom and Client.

Other terms and conditions, which are not agreed with Epom in writing, are excluded.

WHEREAS, EPOM is a technology infrastructure company that offers hosted ad serving solutions to Client and has developed a proprietary, patent-pending ad serving application (the "Software", as further defined in Exhibit A) and offers training, maintenance and technical support (the "Support", as further defined in Exhibit A); and

WHEREAS, Client desires to obtain (i) the right to access and use the Software and (ii) such Support subject to the terms and conditions set forth herein and EPOM desires to provide such Software and Support on such terms. **NOW, THEREFORE**, for good and valuable consideration as further set forth herein, EPOM and Client agree as follows

1. DEFINITIONS

Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms set forth in Exhibit A.

"Account Data" has the meaning assigned to such a term in Section 4(d)(ii).

2. SOFTWARE IMPLEMENTATION AND ACCEPTANCE

The Software shall be implemented by EPOM and accepted by Client as set forth below:

- **(a) Implementation.** Immediately following the Effective Date, EPOM shall implement the Software for Client in accordance with Exhibit B attached hereto. EPOM's implementation shall be performed in a workmanlike



manner consistent with industry standards and in accordance with EPOM's standard services methods, including but not limited to, requirement analysis, system configuration and training.

- **(b) Acceptance.** Client shall be deemed to have accepted the Software upon the Effective Date.

3. SUPPORT

EPOM will offer Support with respect to access to and use of the Software, via EPOM's Servers, in accordance with the terms set forth on Exhibit C.

4. GRANT OF RIGHTS

- **(a) Access.** Subject to these Terms and Conditions, EPOM hereby grants Client a non-exclusive, non-assignable and non-transferable right to remotely access EPOM's Servers and the Software solely for the purpose of using the Software in accordance with Section 4(b) below. Client acknowledges and agrees that such access excludes periods of scheduled and unscheduled maintenance. Client acknowledges that EPOM makes commercially reasonable efforts to ensure ad serving uptime of twenty four hours per day without periods of scheduled maintenance and that EPOM makes commercially reasonable efforts to ensure that the Trafficking and Reporting Interface is available for use twenty four hours per day, except for periods of scheduled maintenance and occasional unscheduled maintenance.
- **(b) Software.** Subject to these Terms and Conditions, EPOM grants Client a non-exclusive, non-assignable and non-transferable right to use the Software, including any updates only as hosted on EPOM's Server and solely for Client's own internal use. Client may permit Users authorized under these Terms and Conditions to use the Software for so long as each such User remains an employee or consultant of the Client or subsidiary as defined in Section 4(c).
- **(c) Restrictions.** The rights granted herein are limited solely to Client and its permitted Users. In the event a permitted User under these Terms and Conditions is an employee or consultant of an Affiliate of Client, Client shall: (i) ensure that such employee or consultant complies with these Terms and Conditions and (ii) be directly liable to EPOM for each such Affiliate employee's or consultant's access to and use of the Software. Client shall not: (i) attempt to make any copies of the Software; (ii) disassemble, reverse engineer, decompile, or otherwise attempt to derive source code from the Software, modify, adapt, create derivative works based upon, or translate the Software; (iii) copy, install or use (except as provided in Section 4(b) above) the Software on any of its computer systems, servers, or networks; or (iv) transfer, lease, loan, resell for profit, distribute or otherwise grant any rights in the Software in any form to any third party, including commercial time-sharing, rental, or service bureau use.
- **(d) Ownership.**
 - **(i) Software:** these Terms and Conditions do not constitute a sale and do not convey any rights of ownership in or to the Software. EPOM is not granting Client any rights whatsoever in the Software source code. All right, title, and interest in the Software and any development efforts, updates, upgrades or modifications thereof, or in any ideas, know-how and programs developed by EPOM or its licensors during the course of these Terms and Conditions will remain the property of EPOM or its licensors.
 - **(ii) Account Data:** As between EPOM and Client, Client shall own the usage information and traffic patterns specific to use of the Software, (the "Account Data"). Notwithstanding the foregoing, EPOM shall have the right to use such Account Data as reasonably necessary to perform its obligations under these Terms and Conditions and to improve its services. In addition, EPOM shall have the right to collect, use and distribute



Account Data in the aggregate (aggregate of Account Data of many EPOM customers) so long as any aggregated data provided to any third party does not allow any third party to determine or identify any Account Data specific to the Client. Examples of such aggregate data include the % of ads served that are Flash Ads or the % of ads served that are served to Firefox browsers.

5. CLIENT RESPONSIBILITIES

- **(a) Prohibited activities:** Client may not use Epom ad tags to deliver ads on websites, mobile sites or applications that:
 - Violate any local, national, state or international law or regulations.
 - Transmit any content or materials of abusive, pornographic, vulgar, harassing, obscene, invasive or otherwise offensive content of any kind.
- **(b) Data Back-Up:** Client agrees that it is responsible for establishment and maintenance of back-up plans to protect against the possibility of loss of data or other information of the Client uploaded to the Software.
- **(c) Accuracy:** Client agrees that it is solely responsible for implementing sufficient procedures and checkpoints to satisfy any requirements it may have regarding the accuracy of any input or output of the Software.
- **(d) Access Security:** Client shall implement security measures understood in the industry to provide adequate protection against unauthorized access to, or use of the Software and shall be liable for any unauthorized access thereto that results from breach of Client security processes until Client notifies EPOM thereof.
- **(e) Exclusive ad server:** Client shall use EPOM as its exclusive ad server for the Term of these Terms and Conditions. Exclusive ad server in this context means that EPOM ad tags will be the only Ad Server Tag (or ad network tag or ad network optimization tag) on or inserted into Client's web page or flash page or application when that page/application is served to a browser or a PC.

6. PAYMENT OBLIGATIONS

- **(a) Fees.** In consideration of the rights granted hereunder, Client shall pay EPOM the fees in the amount and as set forth in these Terms and Conditions.
- **(b) Payment.** Fees due by Client under these Terms and Conditions shall not be subject to any right of set off for any claims against EPOM. Payments shall be remitted in advance via wire transfer. Epom has the right to suspend the provision of access to use the Software in case of exhaustion of Client's prepaid.
- **(c) Taxes.** Client shall calculate and pay all taxes, duties or charges of any kind (including withholding or value added taxes) imposed by any federal, state or local governmental entity for products or services provided under these Terms and Conditions, excluding only taxes based solely on EPOM's income. Client shall defend, save and hold harmless EPOM from all claims and liability arising from Client's failure to support or pay any such taxes, including any duties, fees or charges.



- **(d) Payment transfer fees.** EPOM assumes no responsibility for paying any taxes, banking commissions or currency fees related to payment transfer by the Client. Client assumes complete and sole responsibility for any taxes, banking commissions or currency fees owed as a consequence thereof.
- **(e) Payment currency.** All fees quoted and payments made hereunder shall be in the U.S. Dollars. As agreed by the Parties in writing, EPOM reserves a right to issue an invoice in Euros at the rate in effect on the day of issuance of the invoice.

7. MARKETING

Client agrees that EPOM may use Client's name in EPOM's press releases, product brochures and other marketing materials, financial reports and prospectuses, indicating that the Client is a user of the Software and a customer of EPOM. EPOM may use Client's name or logo and may include quotes or statements made by Client regarding its use of the Software in any of the materials set forth in this Section 7 with the prior written consent of Client, such consent not to be unreasonably withheld or delayed.

8. TERM, TERMINATION AND SURVIVAL

- **(a)** The Client hereby acknowledges and agrees that these Terms and Conditions shall come into force on the date of the first use of the Software (the "Effective Date") and accepts provisions contained in these Terms and Conditions and will remain in force and effect until terminated in accordance with these Terms and Conditions.
Either Epom or the Client may terminate these Terms and Conditions for convenience with at least 30 (thirty) days prior written notice (to include e-mail).
- **(b) Termination for Cause.** Epom may suspend the Client's rights to use of the Software at any time at Epom's sole discretion with or without notice to the Client, if Epom believes the Client has violated any provision of these Terms and Conditions. Either Party may further terminate these Terms and Conditions in accordance with Section 14(f).
- **(c) Removal.** Client will remove all tags within 15 days of termination of contract. If Client does not remove ad tags within 15 days, to cover costs, EPOM will serve third party ads to remaining ad tags without payment to Client.
- **(d) Survival.** The provisions of this Section 8(c) and Sections 4(c), 4(d), 9, 11, 12, 13 and 14(b) shall survive any termination or expiration of these Terms and Conditions.

9. CONFIDENTIAL INFORMATION

- **(a) Non-use and Nondisclosure.** Each Party agrees that it will not use or disclose any Confidential Information received from the other Party other than as expressly permitted under these Terms and Conditions or as expressly authorized in writing by the disclosing Party. The receiving Party shall use the same degree of care to protect Confidential Information of the other Party as it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care. Client agrees that it will require every employee or consultant who will have access to, use of, or knowledge of the Software to execute (in advance of and as a



condition to such access, use of or knowledge) a confidentiality agreement including terms substantially similar to those contained in this Section 9.

- **(b) Mandatory Disclosures.** Notwithstanding Section 9(a) above, nothing in this Section 9 will prevent either Party from disclosing Confidential Information of the other to the extent required by law, judicial order or other legal obligations, provided that in such an event, the Party disclosing such Confidential Information of the other shall notify such Party to allow such Party to seek a protective order or other appropriate relief. If a protective order is not obtained, the Party required to make such disclosure shall disclose only that portion of the Confidential Information which its counsel, in its reasonable judgment, advises is legally required to disclose.
- **(c) Authorized Disclosure.** Notwithstanding the provisions of this Section 9, each Party may disclose the terms of these Terms and Conditions (i) in connection with the requirements of an initial public offering or securities filing; (ii) in confidence, to accountants, banks and financing sources and their advisors; (iii) in confidence in connection with the enforcement of these Terms and Conditions or rights under these Terms and Conditions; or (iv) in confidence, in connection with a merger or acquisition or proposed merger or acquisition or the like.
- **(d) Return of Confidential Information.** Upon termination of these Terms and Conditions, each Party shall promptly, but in no event more than thirty (30) days thereafter, return to the other Party all Confidential Information of such Party which is in tangible form, or certify in writing that all such Confidential Information has been destroyed. EPOM acknowledges and agrees that (i) all Account Data will be returned to Client in standard EPOM export format (ii) all Account Data shall be erased from the Software and (ii) it shall certify to Client in writing within thirty (30) days of termination that all Account Data have been erased.
- **(e) Remedies.** Both Parties agree that the obligations of each Party provided in this Section 9 are necessary and reasonable in order to protect each Party and its business, and each Party expressly agrees that monetary damages would be inadequate to compensate either Party for any breach by the other Party of its covenants and agreements set forth herein. Accordingly, both Parties acknowledge and agree that any such violation or threatened violation will cause irreparable injury to the other Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, both Parties shall be entitled to obtain injunctive relief against the threatened breach of these Terms and Conditions or the continuation of any such breach by the other Party, without the necessity of proving actual damages.

10. REPRESENTATIONS AND WARRANTIES

- **(a) EPOM.** EPOM represents and warrants that it has the necessary corporate right, power and authority to enter into these Terms and Conditions and to grant Client the rights set forth herein with regard to the access and use of the Software.
- **(b) Client.** Client represents and warrants that Client's services, products, materials, data, and information used by Client in connection with these Terms and Conditions as well as Client's and Users' use of the Software does not and will not during the term of these Terms and Conditions operate in any manner that would violate any applicable law or regulation. In furtherance of the foregoing, Client hereby represents and warrants that (i) it has, or will have, entered into written agreements granting Client all necessary licenses, rights and other similar consents (a) with each Publisher for the display of advertisements in each such Publisher's Ad Space, (b) with each Advertiser for placement of each such Advertiser's advertisement in each Publisher's Ad Space, and (c) with respect to any other data, content, or materials used by Client, in each case prior to use of the Software in connection therewith, and (ii) that Client's activities pursuant to subsection (i)



above will comply with all applicable laws and will not infringe the trademark, copyright, trade secret, privacy, publicity, or other rights of any third party.

- **(c) Breach of Warranties.** In the event of any breach, or reasonably anticipated breach, of any of Client's warranties herein, in addition to any other remedies available at law or in equity, EPOM will have the right to immediately, in EPOM's sole discretion, suspend Client's access to and use of the Software if deemed reasonably necessary by EPOM to prevent any liability for EPOM.

11. INDEMNIFICATION

- **(a) EPOM.** EPOM shall defend and or settle at its sole expense, any claim brought by a third party against Client that the Software when accessed and used in accordance with these Terms and Conditions, infringes any patent or copyright or trade secret of any third party and shall pay any damages finally awarded or settlements entered into to the extent based upon such a claim; provided that Client promptly notifies EPOM, but in no event more than twenty (20) days, thereof in writing of any such claim; promptly tenders sole control of the defense and settlement of any such claim to EPOM and shall provide EPOM with all information and cooperation at EPOM's expense (excluding the value of the time of Client's employees) reasonably required in defending or settling such claim and Client may join in defense with counsel of its choice at its sole expense. If the Software is, or in the sole discretion of EPOM may become, the subject of any claim of infringement or if it is justly determined that the Software infringes, EPOM may, in its sole discretion and expense, either (i) procure for Client the right from such third party to permit access to or use of the Software, (ii) replace or modify access to or use of the Software in order that such access to and use of the Software becomes no infringing or (iii) if the options described under subsection (i) and (ii) of this Section 11(a) are not in EPOM's judgment practicable, terminate these Terms and Conditions effective upon written notice to Client.
- **(b) Exceptions to EPOM's Obligation.** EPOM's obligations pursuant to Section 11(a) above shall not apply to the extent such infringement arises as a result of (i) modifications to the Software made other than by EPOM or EPOM's authorized representatives, or (ii) the combination or use of the Software with materials not furnished by EPOM. THIS SECTION 11 STATES EPOM'S ENTIRE OBLIGATION WITH RESPECT TO ANY CLAIM REGARDING THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.
- **(c) Client.** Except with respect to claims for which EPOM is obligated to indemnify Client under Section 11(a), Client shall indemnify, defend and hold harmless EPOM from and against any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred by EPOM arising out of any third party claim related to any alleged or actual breach by Client of (i) the representations and warranties set forth in Section 11(b) above and (ii) Client's access to or use of the Software; provided that EPOM promptly notifies Client, but in no event more than twenty (20) days, thereof in writing of any such claim and promptly tenders the control and the defense and settlement of any such claim to Client and shall provide Client with all information and cooperation at Client's expense (excluding the value of the time of EPOM's employees) in defending or settling such claim and EPOM may join in the defense with counsel of its choice at its sole expense.

12. LIMITATION OF LIABILITY

IN NO EVENT WILL EPOM'S LIABILITY ARISING OUT OF THESE TERMS AND CONDITIONS EXCEED THE SUM OF THE FEES ACTUALLY PAID BY CLIENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO EPOM'S LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOSS OF DATA, LOST PROFITS, COST OF COVER, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR



SERVICES, OR ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING FROM ACCESS TO OR USE OF THE SOFTWARE OR ANY ACCOMPANYING MATERIALS, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ON ANY OTHER THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS SET FORTH IN THIS SECTION 12 SHALL NOT APPLY TO ANY BREACH BY CLIENT OF THE LICENSE RESTRICTIONS OR TO EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 9 OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11. THE PARTIES AGREE THAT THIS SECTION 12 REPRESENTS A REASONABLE ALLOCATION OF RISK.

13. WARRANTY EXCLUSIONS

(a) Warranty Exclusion. EXCEPT AS SET FORTH IN SECTION 10(a) ABOVE, (I) EPOM DOES NOT WARRANT THAT EPOM'S SERVERS, ACCESS TO OR USE OF THE SOFTWARE OR THE SUPPORT PROVIDED WILL MEET CLIENT'S REQUIREMENTS OR THAT THE SAME WILL BE UNINTERRUPTED OR ERROR FREE, (II) EPOM'S SERVERS, ACCESS TO AND USE OF THE SOFTWARE, THE SUPPORT AND ANY ACCOMPANYING MATERIALS ARE PROVIDED "AS IS" AND (III) EPOM MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO EPOM'S SERVERS, ACCESS TO OR USE OF THE SOFTWARE OR SUPPORT OR ANY ACCOMPANYING MATERIALS PROVIDED AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, ACCURACY AND FITNESS FOR A PARTICULAR PURPOSE.

14. MISCELLANEOUS

- **(a) Independent Contractors.** The Parties hereto are independent contractors and no agency, joint venture, partnership, employer-employee, or franchise-franchisee relationship is intended or created by these Terms and Conditions.
- **(b) Governing Law.** The execution of these Terms and Conditions and resolution of disputes by the Parties shall be governed by the applicable laws of Epom's country of incorporation. Should a dispute arise between the Client and Epom, Epom's goal is to provide the Client with a neutral, amicable, quick and cost-effective means of resolving any dispute. Accordingly, the Client and Epom hereby agree that the Client and Epom shall first attempt to resolve any claim, dispute or controversy at law or equity that arises out of these Terms and Conditions in an amicable way prior to submitting any such claim, dispute or controversy to the jurisdiction of courts.
- **(c) Severability; Headings.** If any provision of these Terms and Conditions is held to be unenforceable or invalid for any reason, the remaining provisions will continue in full force and effect with such unenforceable or invalid provision to be changed and interpreted to best accomplish its original intent and objectives. All headings are for reference purpose only and in no way define, limit, or construe the scope or extent of the corresponding section.
- **(d) Assignment.** Neither Party may assign, or otherwise transfer, its rights or delegate any of its duties or obligations under these Terms and Conditions, by operation of law or otherwise (collectively, an "Assignment"), without the prior written consent of the other Party, except on the occurrence of a Change of Control Event. For purposes of this Section 14 (d), a change in the persons or entities who control fifty percent (50%) or more of the equity securities or voting interest of the Client shall be considered a Change of Control Event. Any attempted Assignment in violation of this Section shall be null and void and of no effect. Subject to the foregoing, the provisions of these Terms and Conditions shall apply to and bind the successors and permitted assigns of the Parties.



- **(e) Notices.** The Client consents to the use of (a) electronic means to deliver any notices pursuant to these Terms and Conditions; and (b) electronic records to store information related to these Terms and Conditions. Notices hereunder shall be invalid unless made in writing and given (a) by Epom via email (to the email address that the Client provides), or (b) by the Client via email to email addresses as Epom may specify in writing. The date of receipt will be deemed the date on which such notice is transmitted.
- **(f) Force Majeure.** If performance of any obligation hereunder (other than payment, confidentiality or indemnity obligations) is interfered with by any condition beyond a Party's reasonable control (including but not limited to acts of God, fire, or telecommunications systems breakdown), the affected Party shall be excused from performance of such obligation to the extent of such condition. If any such condition continues to prevent or delay performance for more than ninety (90) days, the affected Party may terminate these Terms and Conditions, in whole or in part, effective immediately upon written notice to the other Party.
- **(g) Non-solicitation.** Both Parties agree that, during the period of these Terms and Conditions they will not directly or indirectly solicit or in any manner encourage employees or consultants of the other Party to end their relationships with either Party.
- **(h) Entire Agreement; Waiver; Counterparts.** These Terms and Conditions, including any exhibits hereto, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior oral or written communications or understandings related thereto. Except as provided in Section 14(c) above, no provision of these Terms and Conditions may be amended or waived unless agreed to in writing by the Parties or by the Party granting such waiver. No failure or delay of either Party to exercise all or any part of any right or remedy hereunder will operate as a waiver of such right or remedy or portion thereof. These Terms and Conditions may be executed in counterparts, all of which taken together shall constitute one agreement between the Parties.

15. SPYWARE

- **(a)** The Client may not use EPOM ad tags in any application that has been downloaded to users desktops without their permission. The Client may not use EPOM ad tags to deliver/download any applications to the user's desktop without their explicit permission.
- **(b)** The Client may not serve ads using EPOM through any software, including Flash which does any of the following without end user's explicit authorization: Takes control of the end user's computer to send unsolicited information, Diverts or redirects end user's browser, Modifies computer settings for default internet access providers, search providers, bookmarks, security settings or web page display, Renders security settings, security software or anti-spyware programs inoperable, Induces or deceives a user to provide Personally Identifiable Information, Cannot be uninstalled or removed by standard and normal practices.
- **(c)** The Client may not use EPOM ad tags in any application/site that contain content explicitly related to child pornography.
- **(d)** If EPOM believes that Client is serving an ad that improperly contains spyware or malware, EPOM may at its sole discretion, reply to third party inquiries and disclose Client name and contact details to third party.
- **(e) Penalties and Probation:** Any one of the preceding instances that occurs through Client's site or application, Client's publisher's sites or applications, or Client's advertisers, will count as a single violation or Epom Anti-Spyware clause. Each instance will cause an automatic shutoff and Client will be notified later. Notifications will be sent to the Emergency Contact or Primary Contact. Each instance will result in a \$1,000 non-refundable fine added to the next monthly invoice and will be recorded in Client history on file with EPOM. EPOM will reserve the right to take additional action with multiple infractions such as barring that advertiser/publisher or shutting down your account.



DEFINITIONS

Unless otherwise defined herein, capitalized terms shall have the respective meanings assigned to such terms as set forth below:

"Account Data" has the meaning assigned to such a term in Section 4(d)(ii).

"Ad Server Tag" means the unique code assigned by EPOM to be inserted in a Publisher's web page which calls upon EPOM Software to place an advertisement in Ad Space.

"Advertiser" means each entity with which Client contracts with for the placement of such entity's Advertisements with a Publisher.

"Affiliate" means any corporation or other business entity or concern in which at least 51% ownership interest or control, either directly or indirectly, is held.

"EPOM Servers" means the computer hardware servers owned or controlled by EPOM on which EPOM hosts the Software, including their related software, database or internet servers, firewalls and networks necessary for Client to access and use the Software over the internet as contemplated by these Terms and Conditions.

"Channel" means each of the subject specific categories that the advertisements are grouped into when presented by each Publisher to end users.

"Confidential Information" means (i) with respect to Client: any and all Account Data or (ii) with respect to EPOM: (A) all information relating to EPOM's Servers or access thereto, (B) the Software, (C) any information regarding the content, purpose, design or function of the Software, (D) any know-how, technical data or other information, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, developments, inventions, processes, marketing or finances that is disclosed to Client by EPOM or (iii) with respect to either Party hereto, any and all other information disclosed by either Party to the other which is marked "confidential" or "proprietary". The Parties understand, however, that Confidential Information shall not include any information that either Party can establish by written record (x) is already public knowledge without breach of confidentiality restriction, or (y) was known to such Party prior to its negotiations with the other Party, or (z) that is hereafter rightfully furnished to a Party by a third party without restrictions on disclosure and without breach of confidentiality restriction.

"Documentation" means the on-line help files or written instruction manuals regarding the use of the Software generally made available by EPOM to the Client.

"Publisher" means each entity with which Client has contracted with for the sale of such entities available Ad Space.

"Software" means the applications hosted on EPOM's Servers, java script tools and other applications originating from EPOM's Servers, their accompanying Documentation, if any, and any upgrades thereto as may be implemented by EPOM during the term of these Terms and Conditions.

"Support" means the training, maintenance and technical support activities related to access to and use of the Software to be provided during the term of these Terms and Conditions as described in Exhibit C.

"Users" means the aggregate number of Client's, or its Affiliates, employees, or consultants that have entered into a confidentiality agreement set forth in Section 9(a) who are authorized to access, via EPOM's Servers, and use the Software as set forth in these Terms and Conditions.



"Ad Space" means areas on Publisher web pages in which Advertisements will be served by EPOM.

"Advertisement" is defined as an image or creative or Java Script tag or Third party Ad Server Tag or html and its contents which are served on the Publisher's Ad Space.

"Impression" is defined as occurring each time an Advertisement appears on the Publisher's Ad Space resulting from a user accessing, visiting or interacting with such Publisher's web site or the Software.

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Exhibit B

SETUP AND TRAINING

EPOM will provide the Client the following:

Provide instructional documents for technical implementation and use of the Software.

Initial training for users of the Software by telephone.

Provide the Client with a username and password with which to access the Software.

The Software will be available to the Client for the delivery of Ads.

The Client will be solely responsible for soliciting all Advertisers and handling all Advertiser inquiries of any type or nature. The Client may purchase further training sessions for a fee of \$250 per hour. The Client will pay Travel and Expenses for on-site training sessions requested.

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Exhibit C

SUPPORT AND SERVICE LEVEL AGREEMENT

General. Subject to the terms of these Terms and Conditions, EPOM agrees to provide the following maintenance and support services to the Client. Any additional maintenance support requested by Client during the term of these Terms and Conditions shall be subject to a separate written agreement between EPOM and Client. EPOM will make the Software available for Client access and use over the Internet 24 hours per day, 7 days per week except for periods of scheduled maintenance and network access failures. Scheduled maintenance may occur weekly, only on weekends, or as otherwise coordinated with the Client.

Technical Support. All support cases should be initiated by email to support@EPOM.com or contacting your account manager. EPOM will assign a Case ID to each request or will forward the request to the account manager.

Data Back-up. EPOM agrees to a complete nightly back-up of Client's data and to keep that information available to the Client for a period of one year. Raw logs are backed up for 1 month. EPOM follows the commercially reasonable practice of storing back-ups offsite from the EPOM Servers location.



Interruption Notification. In the event of unscheduled interruption of ad serving (delivery of ads on web pages), EPOM will notify Client via email within two (2) hours of problem identification and such notice will include an estimated time of restoration. Once the interruption is resolved and support is restored, EPOM shall provide an immediate follow-up notice via email to Client, but in no event longer than two (2) hours thereafter, explaining the reason for the interruption, the duration of the interruption and the corrective measures taken by EPOM, if appropriate.

Level of Effort. EPOM will use commercially reasonable efforts commensurate with the then applicable industry standards to provide Client maintenance and support under this Exhibit C and in a professional and workmanlike manner, but EPOM cannot guarantee that every question or problem raised by Client will be resolved.

Trafficking and Reporting Interface. EPOM will use commercially reasonable efforts commensurate with the then applicable industry standards to provide Client with uninterrupted access to its Trafficking and Reporting Interfaces hosted on www.epom.com during GMT Time Zone business hours. Scheduled downtime for database tuning and new feature releases will be primarily outside GMT Time Zone business hours.

