CONTENT PROVIDER AGREEMENT

This Content Provider Agreement (the “Agreement”) is made and effective [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "ISP"), a corporation organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[YOUR COMPLETE ADDRESS]

**AND: [CONTENT PROVIDER NAME]** (the "Content Provider"), a corporation organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[COMPLETE ADDRESS]

**RECITALS**

ISP desires to introduce a portfolio of on-line computer services to its customers which will include a [DESCRIBE] service or service segment ("Service Segment") and to promote and exploit as part of the Service Segment certain Content owned or licensed by Content Provider; and Content Provider desires to make such Content available to ISP pursuant to the terms of this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, ISP and Content Provider hereby agree as follows:

1. **LICENSE TO EXPLOIT THE CONTENT**
   1. **Grant of License**

Subject to the terms of this Agreement, Content Provider hereby grants to ISP a worldwide license to use, copy, display and perform (privately and publicly), publish, transmit, distribute, sublicense and exploit the Content in whole or in part, separately or together with the Content Provider Trademarks, on or in connection with the promotion or marketing of an ISP Service in any medium, now known or hereafter devised, including, without limitation, in connection with any demonstration, promotion, advertisement or publicity of an ISP Service. Without limitation of the foregoing, the rights granted to ISP include the following: (i) the right to enter the Content and Content Provider Trademarks into ISP's files, storage space and databases; (ii) the right to store, process, retrieve and transmit and to authorize others to store, process, retrieve and transmit the Content and Content Provider Trademarks on or in connection with an ISP Service in any manner or media, now known or hereafter discovered or devised; (iii) the right to reasonably juxtapose and combine the Content with materials owned and/or controlled by ISP, and/or by third parties for the purpose of promoting and advertising the ISP Service; and (iv) the right to offer to Subscribers the option of printing and Downloading for personal use all or any portion of the Content and the Content Provider Trademarks to the Subscriber's computer hard drive or onto a separate disk.

* 1. **Exclusivity**

The license granted to ISP herein shall be exclusive. Content Provider warrants and represents that (i) the Content has not previously been used, displayed, performed, published, transmitted, distributed, advertised, demonstrated, promoted or otherwise exploited, directly or indirectly, by or to the public, in connection with any on-line computer service or any other form of interactive on-line service; and (ii) during the Exclusivity Period, the Content will not be used, displayed, performed, published, transmitted, distributed, advertised, demonstrated, promoted or otherwise exploited in any manner, directly or indirectly, by or to the public, in connection with any on-line computer service or any other form of interactive service except as specifically authorized by the terms of this Agreement. ISP and Content Provider acknowledge and agree that breach of this Section by Content Provider shall entitle ISP to injunctive relief for breach thereof.

* 1. **Exclusivity Period**

The Exclusivity Period shall commence on the date of this Agreement and continue through the entire term hereof.

* 1. **Corporate Website**

Content Provider will have the right to create and/or maintain its own website for any corporate purpose which is not competitive with the Service Segment, except Content Provider may provide technical support for the Content and promote and advertise the Content and the Service Segment on its website.

1. **SUPPLY OF CONTENT**

Content Provider shall furnish the Content to ISP in accordance with the Delivery Schedule. Thereafter, during the Term of this Agreement: (i) Content Provider shall create, update and maintain the Content (and without limitation, perform in all material respects the obligations specified on Exhibit X in connection therewith); and (ii) provide the Content for publication and distribution on the ISP Service. If within thirty (30) days after receipt by Content Provider of a Delivery Notice from ISP, Content Provider fails in any material respect to deliver substantially all of the Content referenced in such Notice, this Agreement may be terminated by written notice from ISP to Content Provider.

1. **ISP SERVICE FUNCTIONS OF ISP**

ISP shall have the following service function responsibilities:

* 1. Use reasonable efforts to establish, maintain and operate the Service Segment and ISP Service at its expense pursuant to the terms of this Agreement;
  2. Host content on servers and provide specifications, and support for Content Providers to transport their content to the ISP Service; including the maintenance of file or storage space reasonably sufficient to store current Content made available by Content Provider for a reasonable time consistent with commercially prudent operation of the ISP Service, provided ISP shall not be obligated to archive Content that has been updated, replaced or becomes obsolete;
  3. Provide such development and authoring tools and such other ISP Software (including any updates, upgrades and enhancements of such) as ISP determines in its sole discretion to make generally available to Content Providers (subject to Section 2(b) of the Standard Terms) for the purpose of allowing Content Provider to design, develop, launch, test and implement its Content on the ISP Service;
  4. Provide such training as ISP determines in its sole discretion to make generally available to Content Providers, on terms that are at least as favorable as the terms generally available to other Content Providers;
  5. Provide network access to the ISP Service or other Internet access service as may be offered by ISP, as well as general access to users from other Internet access Providers;
  6. Provide various operational features for a competitive on-line service which may include Information access, on-line communications and applications, file copy services, electronic shopping capabilities, Email, chat forums, bulletin boards, and Internet standard security for transactions and user data input, all subject to ISP's right to determine, in its sole discretion, the features that will be available with the ISP Service and the date of availability;
  7. Provide customer care, including develop and promulgate guidelines for customer care and service, maintain a subscriber registration process, perform all billing and college functions, manage billing inquiries and complaints, collect usage data, develop and adhere to quality control functions, provide customer support and refer inquiries to content provider where necessary, monitor and maintain system performance.

1. **ADVERTISING AND PROMOTION**

ISP shall have the right to enter into agreements with advertising sales agencies which grant them the right to sell advertising on the ISP Service, including advertising for inclusion in any page or screen which includes the Content. ISP or any such advertising sales agency engaged by ISP shall be entitled to obtain advertisements for inclusion on any screen which contains Content Provider's Content, provided such advertisements: (i) shall comply with the ISP Advertising Standards and Content Provider Advertising Standards; (ii) shall not be juxtaposed with or appear to be part of the Content; and (iii) shall make no statement to the effect or which implies that Content Provider, any Content Provider Brand or any owner or creator of the Content certifies, endorses or guarantees the ISP Service, any segment thereof, any other Content Provider of content or service or any other service or product.

1. **ELECTRONIC COMMERCE**

Content Provider may offer products and/or services for sale on the ISP Service, provided that: (i) the Content Provider complies in all material respects with ISP’s customer care guidelines, and (ii) such offers are approved in advance by ISP, which approval shall not be unreasonably withheld. In the event an offer is not rejected by ISP within ten (10) business days after it is presented to ISP by Content Provider for approval it will be deemed approved. In addition once an offer is approved, such approval shall apply to subsequent offers of product(s) and service(s) that are substantially similar. ISP shall have responsibility for providing Electronic Commerce Operations with respect to the sale of any products or services pursuant to this Article V (consistent with technical capabilities of an Internet based on-line service) at a standard consistent with ISP's customer care practices.

1. **REVENUES AND PAYMENT**
   1. [INSERT TERMS OF FINANCIAL RELATIONSHIP HERE]
   2. ISP shall receive [%] of the Net User Revenues derived from chat, chat forums and hosted bulletin boards which are not sponsored by Content Provider, Content Provider Brands or third party Sponsors provided by Content Provider. If and when chat, chat forums and hosted bulletin boards become available as part of the Service Segment, Content Provider will be permitted to host chat forums and bulletin boards pursuant to the practices, procedures and guidelines reasonably established by ISP. ISP will receive [%] and the Content Provider shall receive [%] of the Net User Revenues (after the deduction of any applicable agency commissions and transport/access charges) derived from chat forums and bulletin boards hosted by Content Provider, Content Provider Brands or third-party Sponsors provided by Content Provider.
   3. ISP shall receive [%] and the Content Provider shall receive [%] of all revenues derived from charges to Subscribers for the Downloading of Content (other than (i) the Content Downloading charges established by Content Provider, and (ii) Adjusted Transaction Revenues in connection with Content Provider Transactions).
   4. Content Provider shall receive [%] of the Advertising Fees and Sponsorship Revenues derived from advertising and Sponsorship located on the pages furnished by Content Provider.
2. **MARKETING MATERIALS**
   1. Upon request by ISP, Content Provider shall promptly furnish to ISP, graphics, artwork and/or other materials now in existence or which come into existence during the Term, as Content Provider determines to furnish in its reasonable discretion, for the advertising and promotion of the Content, and its availability on the ISP Service, to be used by ISP and by third parties authorized by ISP, solely for the purpose of advertising and/or promoting the ISP Service; provided, however, that no change or modification can be made to such materials without Content Provider's prior approval, which approval shall not unreasonably be withheld, and further provided, that in the event such a request for approval is not rejected within ten (10) business days after submission to Content Provider, it will be deemed approved.
   2. Content Provider shall actively promote and market the Content and its availability on the ISP Service, as soon as reasonably practicable and after reasonable collaboration with ISP. Content Provider shall secure and pay for, at its sole cost and expense, advertising, in any media, of the Content and its availability on the ISP Service and shall mention the Service Segment in all such advertising, and in all media packaging of Derivative Products. Content Provider may determine in its discretion the amount of advertising and the allocation of advertising among different media. Upon ISP's request, Content Provider shall furnish ISP with a description of its advertising program no more often than once every six months during the Term. The content of all such advertising shall be subject to the prior written approval of ISP, which shall not be unreasonably withheld. No advertising or any promotion shall make any use of ISP's name or logo, or the name or logo of the ISP Service or any segment thereof, or any other property of ISP, without ISP's prior written approval, provided, however, that approval to use the name of the ISP Service and/or the Service Segment shall not be unreasonably withheld. If ISP does not reject any advertising or promotional content or materials within ten(10) business days after it has been submitted to ISP by Content Provider for approval, such advertising or promotional content or materials shall be deemed approved.
   3. ISP will consult with Content Provider concerning co-marketing opportunities for the Service Segment and Content Provider's Content as well as the organization, direction and other aspects of the ISP Service. ISP will include references to Content Provider and Content Provider Trademarks in advertising that includes the names of other Anchor Content Providers of the Service Segment.
   4. If ISP, in its discretion, elects to create and use marketing materials which mention the Content and/or the Content Provider Trademarks (other than any marketing materials in which the Content Provider Trademarks appear in whole or in part in a list of Content Providers on the ISP Service), ISP shall furnish Content Provider an opportunity to review and approve such materials prior to their initial publication or distribution, which approval shall not be unreasonably withheld. If such materials have been approved by Content Provider, ISP shall have the right to create, publish and distribute, without additional approval, subsequent marketing materials which mention Content Provider, the Content and/or the Content Provider Trademarks in a substantially similar manner, provided that ISP shall use reasonable efforts to furnish Content Provider with copies of all such marketing materials prior to their appearance in any media or through any retail or other public presentation. If Content Provider does not reject marketing materials within [NUMBER] days after it has been submitted to Content Provider by ISP for approval, it shall be deemed approved.
3. **NON-SOLICITATION**

Content Provider agrees that during the Exclusivity Period, it shall not directly or indirectly (i) provide any health and wellness content for use on an on-line service, or (ii) solicit or enter into any negotiations or agreement with any on-line service Content Provider concerning the possibility of providing content relative to the Service Segment.

1. **SUBSCRIBER INFORMATION**

At Content Provider's request, ISP will provide Content Provider, without charge, with user profile information ("User Profile Information"), as determined by ISP in its reasonable discretion, that describes the habits, usage patterns and/or demographics of Subscribers as a group, subgroup or a class of Subscribers. Information identifying the name or address (electronic or physical) of a Subscriber ("Individual Subscriber Information") will be provided to Content Provider, without charge, to the extent readily available, solely in connection with Content Provider Transactions and solely for Content Provider's internal use in connection with product or service registration, accounting, research and marketing. At ISP's discretion, Individual Subscriber Information may be provided to Content Provider, without charge, solely for the purpose of enabling Content Provider to design, implement or create a marketing program whereby Content Provider makes a special offer or communication relative to its products and/or services to a targeted group of Subscribers, subject to each individual Subscriber's right to elect not to receive any such offers or communications. Individual Subscriber Information related to Content Provider Transactions which is collected by ISP shall be Confidential Information and shall be treated as such by the Content Provider. ISP will not disclose any General Profile Information or Individual Subscriber Information which is derogatory to or critical of Content Provider or any officer, director, agent or employee of Content Provider.

General Profile Information shall not be used by Content Provider except in connection with providing Content for the ISP Service, except that Content Provider may disclose such Information, pursuant to appropriate nondisclosure agreements, to potential advertisers and sponsors for the purpose of soliciting advertising, additional Content and Sponsorship for the ISP Service. All other information provided by ISP to Content Provider pursuant to this Section shall be solely for the use of Content Provider pursuant to the terms of this Section and shall not be disclosed by Content Provider to any person or entity which could reasonably be construed as being a competitor of the ISP Service or other ISP services.

1. **TERM**

The initial term of this Agreement (the "Initial Term") shall commence on the date of this Agreement and shall continue for a period of [NUMBER] years. After the Initial Term, this Agreement shall continue in effect for an additional term (the "Additional Term") of indefinite duration until terminated by either party upon at least [NUMBER] months prior written notice to the other party which notice may be given at least [NUMBER] days prior to the end of the then current term.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

ISP CONTENT PROVIDER

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title