

IDG TechNetwork Member Agreement

THIS NETWORK MEMBER AGREEMENT is entered into as of the date of this online application (the "Effective Date") by and between **IDG Communications, Inc.**, a Massachusetts corporation ("Network Provider"), and the online applicant ("Network Member" or "You") sets forth the terms and conditions governing Network Member's participation in the IDG TechNetwork (as defined below).

Recitals

A. Network Provider owns and operates a network (the "Network" or "IDG TechNetwork") comprised of Network Sites (as defined below) for the sale and placement of advertising and headline syndication thereon.

B. Network Member and Network Provider wish to include those of Network Member's web sites listed on the online application ("Member's Site(s)") in the Network, and allow Network Ads to be served and displayed on Member's Sites, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, warranties, representations and promises contained herein and intending to be legally bound hereby, the parties agree as follows:

1) **Definitions.** For purposes of this Agreement, the following terms will have the indicated meanings:

- a) **"Ads"** means all advertising including lead generation program sold and placed on Network Sites hereunder.
- b) **"Advertisers"** means advertisers that have been approved (or in accordance with the terms hereof deemed approved) by Network Provider and/or Network Member to place advertising on Network Sites.
- c) **"Confidential Information"** means any data or information of the disclosing party that is of value to the disclosing party and is not generally known to third parties.
- d) **"Content Syndication"** means the story headline or first sentence, not full articles which will be collected via RSS and distributed via content syndication widgets or newsletters.
- e) **"End User"** means a User of any of Member's Site(s).
- f) **"Implementation Code"** means the Ad, Content Syndication or Footer or Badge Implementation Code (as defined below).
- g) **"Marks"** means trademarks, trade names, service marks, designs and logos.
- h) **"Member Requirements"** means the specifications document as in existence from time to time, either in print or electronic form, setting forth technical and other requirements for enabling Ads to be sold, trafficked, placed, tracked and reported on by Network Provider hereunder.
- i) **"Members"** means, collectively, Network Provider and its affiliates, Network Member and Other Members.
- j) **"Network"** means, collectively, all Network Sites as may exist from time to time.
- k) **"Network Interface"** means a web portal providing password protected access to Members and Advertisers to online reporting as set forth herein.
- l) **"Network Sites"** means those web sites that Members have elected or agreed, as applicable, to include from time to time to participate in the Network.
- m) **"Net Revenues"** means, for Ads delivered on Member's Site(s) pursuant to this Agreement, the aggregate insertion fees attributable to such Ads, net of advertising agency commissions, amounts collected in respect of taxes for remittance to governmental and regulatory authorities and out-of-pocket expenses payable to third parties and directly associated with value-added features of a campaign such as ad serving expenses for rich media ads.

- n) **“Other Members”** means persons and entities, other than Network Member, that have entered into Ad Network Member Agreements for the inclusion of one or more of such persons’ or entities’ web sites in the Network.
- o) **“User”** means a user of a Network Site, including Member’s Site(s).
- p) **“Services”** means all services provided by Network Provider and/or its affiliates hereunder, including but not limited to the Network and all services related and ancillary to the operation of any of the foregoing.

2) **Network Obligations of Network Provider.**

- a) During the Term subject to all terms and conditions set forth herein Network Provider will operate the Network and provide the following Services with respect to the Network:
 - i) Sell advertising for placement on Network Site(s) as described more fully in Section 3 below, and cause such advertising to be served and displayed on Network Site(s), including Member’s Site(s), subject to approval rights of Network Member (to the extent applicable) as set forth herein.
 - ii) Perform all tracking of Network Ad sales and placements on Member’s Site(s), and report thereon via Network Member’s account, accessible via the Network Interface. Each Member and Advertiser shall have access, in addition to any aggregated statistics regarding the entire Network and made accessible in Network Provider’s discretion to all Members, only to information regarding its own Sites and/or Advertising.
 - iii) Provide Network Member with source code that will cause Network Ads, footer or badge and content syndication widgets to be displayed on Member’s Site(s) (the **“Implementation Code”**).
 - iv) Pay Network Member its Member’s Share (as defined below) for Ads displayed on Member’s Site(s).
 - v) Create and maintain content syndication programs that will syndicate relevant headlines of Member’s Sites via content syndication widgets which will be part of the “Implementation Code.”
 - vi) Create and maintain a network footer or badge design to drive advertising leads, recommend updated terms of service / privacy policies and brand member site as part of the network. This footer or badge code will be part of the “implementation code.”
- b) Network Member acknowledges that the Network and all associated Services hereunder are provided on an “as is” and “as available” basis. Network Provider makes no guarantees as to performance, including but not limited to with respect to the placement of Ads or revenues derived therefrom. Network Member further acknowledges and agrees that some or all of Network Provider’s obligations hereunder will be provided to one or more third party service providers selected from time to time by Network Provider.

3) **Network Member Obligations.**

- a) In order to allow Network Provider to sell and serve Ads on Member’s Site(s), Network Member shall (all in accordance with the Member Requirements as in effect from time to time and provided to Network Member):
 - i) Create spaces for Implementation Code containing Ads, Content Syndication and footer or badge for, each page of Member’s Site(s)
 - ii) Implement the Ad Implementation Code on Member’s Site(s) in accordance with all implementation specifications therefore to cause Ads to be served appropriately, in accordance with trafficking and other specifications, to Member’s Site(s)
- b) Network Member will have the right to set one or more default "permissions" for the acceptance or rejection of Ads.
- c) Network Member agrees that it is solely responsible for the development, maintenance and operation of Member’s Site(s) and for all content and other materials that appear on Member’s Sites. At all times during the Term:
 - i) Network Member shall not display or make accessible on Member’s Site(s) materials that: (A) infringe or otherwise violate any copyright, trademark, patent, trade secrete or other intellectual property right;

(B) are libelous, defamatory, obscene, threatening, libelous, abusive or hateful; (C) are fraudulent, deceptive or intentionally misleading, or (D) violate any applicable law, rule or regulation, or suggest, encourage or intended to incite any criminal conduct.

- ii) Network Member shall display on Member's Site(s), and fully comply with, a privacy policy that is in compliance with all applicable laws rules and regulations. Such policy shall be prominently accessible via a link on the home page of each of Member's Site(s) and each other page upon which User Information is collected.
- d) At all times during the Term, Network Member shall display on Member's Site(s) such clickable Network attribution or network footer or badge as is provided by Network Provider, which shall link to a web page hosted by Network Provider promoting or otherwise providing information about the Network.
- e) Network Member agrees as follows with respect to its participation in the Network and receipt of the Services:
 - i) Network Member shall not interfere or attempt to interfere with the proper working of the Network and Services, or any activities conducted on the servers used to provide the Network and other Services, including but not limited to use through the use any device, software or routine. Network Member shall not, and shall not attempt to, impede or interfere with any other person or entity's use of the Network or Services. Network Member further agrees not to alter (other than Network Member Content (as defined below)) or tamper with any information or materials on or associated with the Network or Services.
 - ii) Network Member shall not use, or allow the use of, any deceptive, misleading, fraudulent, incentivized, mechanical, computerized or other artificial means of increasing the number of users, impressions, page views, click-throughs or other measure of Ad traffic or performance.
 - iii) Network Member shall be responsible for all usage or activity on Network Member's account management tools, including use of the account by any third party authorized by you to use your user name and password, and unauthorized access due to your negligence in protecting your account from unauthorized access. Network Member is required to maintain the confidentiality of your account management password, and for ensuring that Network Member exits from its account at the end of each session.
- f) Network Member shall comply with such guidelines as are provided by Network Provider's third party service provider and made accessible to Network Member in the Guidelines and FAQs section of the Network Interface from time to time.
- g) Network Member agrees to assign the traffic from the URL's in listed in the online application to IDG as outlined in Schedule A. IDG Tech will use this to sell advertising on both my site(s) and on the Network.

4) Revenue Share; Pricing, Billing & Payment.

- a) In consideration of the parties' respective undertakings and performance hereunder with respect to operation of the Network and Ads placed hereunder, Network Provider and Network Member will share in Net Revenues as:
Member share 50%, Network Provider's Share 50%.
 - i) "Net Revenues" means revenues received in respect of Ads served on Member's Site(s) hereunder, net of (i) refunds, credits and discounts issued, (ii) amounts collected in respect of sales, use, value added and similar taxes and assessments for remittance to governmental and regulatory authorities; (iii) third party broker and agency commissions; and amounts paid to or retained by Network Provider's third party service provider with respect to such impressions.
 - ii) Network Provider will determine all Ad rates in the Network and may change the rates without notice, all in its sole and absolute discretion.
- b) Network Provider will be responsible for all billing, collection and payment for Ads served on Member's Site(s), and will provide Network Member with an online summary of the activity for Member's Sites. Charges shall be calculated solely based on records maintained by Network Provider. No other measurements or statistics of any kind shall be accepted or have any effect under this Agreement.

- c) Payments will be made within sixty (60) days following the month in which the applicable Net Revenues are received; provided, however, if the amount payable to Network Member is less than two hundred dollars (\$200) the balance will carry forward until such time as Network Member has a balance equal to or greater than such amount. Network Provider will pay any balance remaining upon expiration or termination within (90) days; provided, however, that balances under \$5.00 for an inactive account will not be made and are permanently forfeited.
- d) Revenue will be calculated based on traffic audits from Network Provider's third party service provider's central server. For purposes of fair and accurate reporting, Network Provider traffic audits will be the sole source of audience traffic measurement for billing purposes. Some Ads may be shown by a third party server. In that case, for purposes of fair and accurate reporting or advertiser requirements, Network Provider may need to rely on the third party server's traffic audits as the sole source of audience traffic measurement for billing purposes.
- e) Network Member shall be responsible for paying any applicable charges under this Agreement, including any applicable taxes or charges imposed by any government entity, including but not limited to personal income tax, social security and/or welfare obligations, sales tax, Value Added Tax (VAT), and use tax if applicable. Network Member also agrees that neither Network Provider nor Service Provider is not obligated to determine whether sales or use taxes apply on any Advertising sales and is not responsible to collect, report, or remit any sales or use taxes arising from any such transaction.
- f) Network Member may access, via a password-protected area of the Network Site, information relating to Advertising sold and served on Member's Site(s).

5) **License Grants; Intellectual Property.**

- b) During the Term, Network Provider grants to Network Member a limited, nonexclusive and non-sublicensable license to use the Implementation Code solely for the purpose of implementing the Services on Member's Site(s) solely in accordance with the terms and conditions of this Agreement. No rights are granted herein with respect to any web sites other than Member's Site(s) as listed on the online application. Additional sites owned and operated by Network Member may be added solely upon mutual agreement of the parties.
- c) During the Term, Network Provider grants to Network Member a limited, revocable, non-exclusive, royalty free right to use, reproduce, publish, perform and display such Marks as may be provided by Network Provider from time to time solely to comply with the attribution obligations provided hereunder. Network Member shall comply with all trademark usage guidelines and quality control standards provided by Network Provider from time to time, and shall immediately cease or modify any use upon being notified that such use is non-compliant. All use of the Network Provider Marks, and all goodwill associated therewith, shall inure solely and exclusively to the benefit of Network Provider.
- d) Network Member hereby grants Network Provider (including its service providers) a non-exclusive, royalty-free, worldwide license to reproduce, perform, display and distribute via all media such content as is provided by Network Member to the Service ("Network Member Content") and portions thereof for the purpose of promoting the Network and the sale of Ads on Member's Site(s). Network Member agrees that Network Provider (including its service providers) shall have the right to include Network Member's Marks for purposes of identifying Network Member and Member's Site(s) as a Member in advertising, promotional and marketing materials in all media.
- e) All data collected by Network Provider and/or Service Provider in connection with Network Member's participation in the Network and receipt of Services hereunder shall be the property of Network Provider. All materials (including software, equipment and data) and content provided by any person or entity, including the parties hereto, and including but not limited to all intellectual property rights therein, shall remain the sole property of such person or entity.
- f) The name and contact information, such as title, phone number and email address, of users who register for lead generation programs on the TechNetwork Site, and/or for TechNetwork newsletters or other TechNetwork offerings, shall be co-owned by Network Member and Network Provider.

6. **Term; Termination.**

- a) The term of this Agreement shall commence on the Effective Date and continue for 12 months unless earlier terminated as provided herein. Following the Initial Term, this Agreement shall renew automatically for additional periods of 12 months upon the same terms and conditions (each, a “Renewal Term”), unless and until either party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current term. The Initial Term and any Renewal Term(s) are hereinafter collectively referred to as the “Term.”
- b) This Agreement is subject to early termination as follows:
 - ii) If either party becomes the subject of bankruptcy, insolvency, liquidation or other proceedings, the other party may terminate this Agreement immediately upon written notice. Network Provider further reserves the right, in lieu of termination (and or pending investigation and a decision to terminate), to suspend marketing and placing Ads on Member’s Sites.
 - iii) If either party breaches this Agreement, the other party may terminate this Agreement if the breach is not cured within thirty (30) days after receiving notice thereof.
 - iv) Network Provider or Network Member may terminate this Agreement at any time for any reason, without cause and without penalty by sixty (60) days’ prior written notice to the other party.
- c) Upon the termination or expiration of this Agreement for any reason all license rights granted herein shall terminate immediately, Network Member shall immediately cease use of, and return to Network Provider or delete and certify as to the deletion of, the Network Provider Materials, including the Network Provider Marks, the code provided to Network Member for implementation hereunder and all Network Provider Confidential Information. Sections 6(d), and 7 through 11 shall survive any termination or expiration of this Agreement for any reason. However, upon termination or expiration of this Agreement, the terms and conditions of this Agreement shall remain in full force and effect with respect to Ads approved for placement by Network Member prior to the termination or expiration of the Agreement, but not yet executed/placed.

7. Representations, Warranties and Covenants.

- a) Each party represents and warrants that (i) the Agreement has been duly authorized, executed and delivered and constitutes a valid and binding obligation of such party, enforceable in accordance with its terms; (ii) such party has full power and authority to enter into the Agreement and perform its obligations hereunder; and (iii) the making of and performance under the Agreement by such party does not violate any agreement or obligation existing between such party and any other person, firm or corporation; and (iii) that the performance by such party of its obligations hereunder, shall be in compliance with all applicable laws, rules and regulations.
- b) Network Member further represents, warrants and covenants that (i) Network Member owns, operates and has sole editorial and creative control of Member’s Site(s); and (ii) Member’s Site(s) do not and will not contain any content which infringes, misappropriates or otherwise violates, and Network Member will not in connection with the operation of Member’s Site(s) or this Agreement infringe, misappropriate or otherwise violate, any applicable law, rule, regulation (including but not limited to those regarding internet privacy and unsolicited and/or commercial email) or third party right including but not limited to trademarks, patents, copyrights, rights of publicity, rights of privacy, moral rights, music performance or other music-related rights, or any other third-party right.
- c) THE SERVICES, NETWORK AND ALL MATERIALS PROVIDED HEREUNDER ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY. NETWORK PROVIDER, ITS AFFILIATES AND SERVICES PROVIDERS DO NOT WARRANT THAT THE SERVICES, NETWORK OR MATERIALS PROVIDED HEREUNDER WILL MEET NETWORK MEMBER’S REQUIREMENTS OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. NETWORK PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ADVERTISERS AND/OR THE ADS TO BE PLACED UNDER THIS AGREEMENT, NOR SHALL IT BE RESPONSIBLE FOR THE CONTENT OF ANY ADVERTISEMENT TO BE PLACED UNDER THIS AGREEMENT, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SUBJECT TO THE EXPRESS REPRESENTATIONS MADE HEREIN, NETWORK PROVIDER DISCLAIMS ON BEHALF OF ITSELF, ITS AFFILIATES AND ITS SERVICE PROVIDERS, ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, CONCERNING OR RELATED TO THE SERVICES, THE NETWORK PRODUCT AND ANY OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

8. Indemnification.

Each party (the "Indemnitor") will indemnify, defend and hold harmless the other party, and the other party's affiliates, and each of their respective officers, directors, employees and agents (and Network Member will also indemnify, defend and hold harmless third parties engaged by Network Provider to provide any of the Services) (collectively, the "Indemnitees") from and against any claims, damages, losses and expenses (including reasonable attorneys' fees) arising from or related to any claim by a third party based upon or related to: (a) the Indemnitor's breach of any representation or warranty made by it under this Agreement; or (b) in the case of Network Member, Member's Site(s) and/or any violation of Section 3(c), 3(f) or 3(g) hereunder or of any provision set forth on Attachment 1.

9. Liability.

- a) EXCEPT FOR (I) THE PARTIES' INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, (II) BREACHES OF ANY INTELLECTUAL PROPERTY RIGHTS AND/OR PROPRIETARY INTERESTS RELATING TO THE NETWORK OR SERVICES, AND (III) BREACHES OF CONFIDENTIALITY UNDER SECTION 11(i), (A) NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST DATA, LOST PROFITS, LOST REVENUE OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, AND WHETHER OR NOT SUCH PARTY WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND (B) IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF THE AGREEMENT EXCEED THE NET AMOUNT NETWORK PROVIDER HAS ACTUALLY RECEIVED AND RECOGNIZED AS REVENUE DURING THE PRECEDING SIX (6) MONTHS FOR THE SERVICES TO WHICH THE CLAIM RELATES.
- b) Network Provider and its affiliates and services providers are not responsible for the content of materials served to Member's Site(s) under the Services (including Ads). Network Provider, its affiliates and service providers do not review such materials before they are displayed, and do not verify, endorse, or otherwise take responsibility for the contents of any such materials. Network Provider reserves the right to remove from its servers Network Member Content which it determines to be in violation of this Agreement.

10) Miscellaneous.

- a) This Agreement, together with its schedules and attachments, supersedes all prior discussions and agreements between the parties, constitutes the entire agreement between the parties relating to the subject matter of this Agreement.
- b) This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, United States of America. The parties agree that any disputes (excluding disputes where a party is seeking preliminary or permanent injunctive relief or a temporary restraining order) that may arise under the terms of this Agreement shall first be submitted to mediation before a mediator appointed by the American Arbitration Association in Boston, MA pursuant to its rules of mediation. If a good faith attempt by both parties and the American Arbitration Association fails to accomplish a resolution, then after fully exhausting the mediation remedy, the matter shall be submitted to the American Arbitration Association in Boston, MA for binding arbitration under its Commercial Arbitration Rules.
- c) The waiver of any right or election of any remedy in one instance shall not affect any rights or remedies in another instance. A waiver shall be effective only if made in writing and signed by an authorized representative of the party making such waiver.
- d) All notices or communications between the parties to this Agreement shall be addressed to the applicable address set forth on the signature page of this Agreement and sent by fax, certified or registered mail, personal delivery or overnight courier. Such notices shall be deemed given on the date of receipt (or refusal) of delivery of said notice.
- e) Neither party may transfer or assign its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, without the prior written consent of the other party, except to an entity that acquires all or substantially all of the assets of the Acquiring Party. Any such prohibited assignment shall be void.
- f) This Agreement may not be amended except by an instrument in writing signed by both parties.

- g) Network Provider and Network Member are independent contractors and neither Network Provider nor Network Member is an agent or representative of the other.
- h) Neither party shall be liable for delays in performance hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, strikes, inability to obtain labor or materials on time, any delay, failure, interruption or corruption of data or other transmission over any local exchange, interexchange or Internet backbone carrier lines or through routers, switches and other devices owned, maintained and serviced by any third party carrier or utility or Internet service provider beyond the control or jurisdiction of the party.
- i) "Confidential Information" means (i) the specific terms of this Agreement; (ii) all reporting information (including revenues paid to Network Member and all information relating thereto, including but not limitation, Ad rates and Member's Share); (iii) any other information provided by one party to the other under this Agreement (other materials intended for display to Advertisers, web site end users and other third parties. Except with the prior written consent of the disclosing party, neither party shall (x) use the Confidential Information of the other party other than to fulfill the purpose for which it was provided hereunder, (y) disclose any Confidential Information other than to its employees and service providers who have a need to know in connection with the operation of the Network and provision of the Services and any disclosure to contractors may only be to service providers who have signed a non-disclosure agreement to protect the confidential information of third parties; or (z) make copies or allow others to make copies of such Confidential Information except as is reasonably necessary for internal business purposes. "Confidential Information" shall not include information (A) previously known to the recipient without obligation of confidence, (B) independently developed by or for the recipient without use of or access to the other party's Confidential Information, (C) acquired by the recipient from a third party which is not under an obligation of confidence with respect to such information, or (D) which is or becomes publicly available through no breach of this Agreement.

By clicking on the box which says you "accept the terms and conditions" of this application the Network Member has acknowledged the acceptance of these terms and conditions. The network provider will review the online application and responds within 10 business days after review of the site and its content. Once the Network Provider has confirmed acceptance of this application in writing the contract is considered accepted by both parties. Thank you for your application.

Schedule A

Traffic Assignment Request for comScore Networks Reporting

I, certify that Network Member

- a) Is the majority owner of the URLs listed below
- b) Enjoys a legitimate business relationship with Network Provider justifying the aggregation of this traffic, and
- c) Requests assignment of the traffic to these URLs from Network Member to Network Provider in the comScore Networks syndicated audience measurement reports.

In requesting this assignment, I understand that Network Member will not receive credit for traffic to these URLs in the syndicated audience reports for those entities where Network Provider elects to include these URLs. These URLs may not be assigned to any other company. In the event that comScore Networks receives multiple requests for assignment of the same URL, comScore will review and honor the request most recently received.

I understand that this request is subject to review by comScore Networks to determine that the assignment of traffic is consistent with comScore Networks reporting rules. comScore Networks retains the right in its sole discretion to refuse the requested assignment if such assignment would in fact be inconsistent with comScore Networks reporting rules. If necessary, comScore Networks may require additional documentation to verify ownership of the URLs before granting this request. For example, if Network Member is not the named registrant of the URLs listed below, Network Member must provide documentation demonstrating that the registrant of those URLs is (1) owned or (2) employed by [Network Member].

I understand that acceptance of this letter by comScore Networks, Inc. imposes no legal liability whatsoever on comScore Networks, Inc. for damages, whether actual, incidental or consequential, relating to the maintenance or reporting of the attached URLs. I understand that Network Member is fully responsible for timely notification to comScore Networks, Inc. of any updates to the list below, including, but not limited to, changes in ownership of any of those URLs.

Network Member shall indemnify and hold harmless comScore Networks from and against any claims, liabilities, costs and expenses of any kind (including reasonable attorney's fees and expenses) arising out of any allegation of improper assignment of the URLs pursuant to this letter.

[List of URLs see Schedule A]